

TERMS AND CONDITIONS OF SERVICES SKEEPERS GROUP

I: Scope of the General Terms and Conditions of Service

The SKEEPERS Company, owner of the www.skeepers.io domain name, presents its General Terms and Conditions of Service (T&C).

SKEEPERS acts as a trusted third party to generate Internet user reviews and content, but also to drive the continuous improvement of the Customer experience.

SKEEPERS sets itself apart by the quality of its processes and ensures that the reliability of the reviews and content generated thanks to its Solutions is preserved.

It is in this context, and in accordance with the current legislation in force, that SKEEPERS wishes to inform its Customers of the conditions relating to the use of its services and of its Website.

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Article 1: Definitions

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

Back Office: Web interface reserved for the Customer to access the various functionalities developed by the Group and the Group's Subsidiaries for the implementation of their Solutions.

Customer: Natural or legal person using the services of Skeepers to benefit from its Products.

Pricing conditions: Commercial proposal proposed by one or more of the Group's Subsidiaries and accepted by the Customer.

Contract: Agreement signed by the Customer with the Group to oversee the supply of Products and Solutions by one or more of the Companies in the Group.

T&Cs or General Terms and Conditions of Use: Conditions applicable to any person connecting to the website of one of the Group's Subsidiaries and/or using its services.

Personal data: Any information relating to a natural person likely to be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more specific elements specific to their physical, physiological, genetic, psychological, economic, cultural or social identity.

Subsidiary: Any entity controlled or controlling, directly or indirectly, up to fifty percent (50%) or more of the capital and/or voting rights of the Customer.

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

Skeepers Group or Skeepers: Economic entity formed by the Skeepers company and all of its Subsidiaries.

Internet user: Person using the Internet network to access various content made publicly available.

Internet: Set of interconnected computer and telecommunications networks, on a global scale, allowing access to content by Internet users, via servers.

Product: Components of SaaS-type Solutions relating to the customer experience and developed by one of the Group's Subsidiaries or the Skeepers Group.

Intellectual Property: 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.

Site: Website from which Skeepers offers its Products and which is accessible from the following domain name: www.skeepers.io.

Solution: SaaS software within which a Group Subsidiary or the Group hosts its applications as well as its Products and makes them available to the Customer via the Internet.

User: Any natural person placed under the responsibility of the Customer (in particular employee, agent, service provider, representative) and, where applicable, of the Subsidiaries benefiting from the Products.

Article 2: Purpose of the General Terms and Conditions of

Service

The Skeepers Group is engaged in the development of operating software for the customer experience allowing the engagement of Internet users. Skeepers has developed innovative solutions to generate Internet user reviews and content, but also to drive the continuous improvement of the Customer experience.

To this end, Skeepers proposes various offers tailored to the needs of its Customers.

The purpose of these T&C is to determine the Conditions under which Skeepers will provide its solution to the Customer.

These T&C may be supplemented by Special Conditions appearing in an order form, a contract or more generally any other document signed between the parties. Together with these General Terms and Conditions of Service, these will form an integrated whole.

No order form can be validated without concomitant acceptance of these T&C by the Customer. Once the Customer has accepted these T&C and the order form, the Contract is formed and the Customer's commitment is final for the period provided for in the order form. The signed order form and, where applicable, the Special Conditions signed between the parties shall prevail over these T&C. The T&C shall prevail over all other contractual documents issued by the Customer.

The Customer acknowledges having read and understood the T&C and accepts to be bound by these for the duration of the services.

It should be noted that Skeepers reserves the right to modify and update the T&C at any time by notifying the customer in writing either by email or when connecting to the Back Office. The T&C as amended will apply for the future but never retroactively.

Article 3: Entry into force and duration of the Contract

Article 3.1: Conditions of engagement

The Contract enters into force upon signature by the Parties and remains in force as long as the Products are supplied to the Customer by one or more of the Group's Subsidiaries.

Each of the Products subscribed to by the Customer is done so by signing an order form, for the period mentioned in the order form, and tacitly renewable for the same period; unless otherwise stated in said order form.

Each Product may be canceled by either Party at least one (1) month before its anniversary date, by registered letter with acknowledgment of receipt. The cancelation by one of the Parties of one of the Products or one of the Group's Solutions under the above conditions will not give rise to damages.

Article 3.2: Early termination

In all cases, each Party will have the option to unilaterally terminate the Contract at any time in the event of a serious breach by the other Party of any of the obligations imposed on it; after sending, by registered letter with acknowledgment of receipt, 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

Contract, 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 service provider attributable to a breach by the Customer, the latter will automatically be liable for the full amount of the Services due under this contract.

In addition, it may also be terminated in the event of cessation of activity by one or other of the Parties, on condition that the Party concerned notifies the other Party by registered letter with acknowledgment of receipt, and with supporting documents.

Given that that the cessation of activity within the meaning of the present agreement is understood as the definitive cessation of the activity of the Party for any voluntary or involuntary reason, and which corresponds to the abandonment by the company of all of its activities - an intra-group merger or any internal restructuring is not considered to be a cessation of activity. The cessation of activity is characterized by deregistration from the Trade and Companies Register or any other register in which the Party concerned is registered, the dissolution or liquidation of the company.

Article 4: Skeepers' Products

The Companies of the Group offer a varied panel of Products presented below. The Customer may subscribe to all or certain Products by signing various purchase orders:

❖ Ratings & Reviews Solution

The scope of the implementation of the Ratings & Reviews may in particular cover the following:

- The collection of Customer Reviews in the form of stars ranging from 1 to 5 accompanied by a comment;
- The provision of the customer back office including in particular all of the Customer's Reviews;
- Dissemination and display of Reviews by Skeepers' Partners (Google, Bing, other commercial companies);
- The indexing of the Verified Reviews certificate by the various search engines from which Internet users can consult the Reviews submitted over the past year;
- The creation and provision of Verified Reviews widgets.

❖ CX Management Solution

The scope of the implementation of the Solution may in particular cover the following elements:

- Creation of customizable questionnaires;
- Collection of reviews either through an API, or by posting on the Customer's web and mobile sites, or by email, SMS and QR code;
- Upload of third-party Customer experience data/historical data;
- Feedback to the Customer in the form of reports as well as dashboards and performance analyses in terms of the Customer experience;
- Analysis of customer irritants and management of action plans;
- Alerts and management of customer reconnections;
- Development of customer orientation within the Customer organization.

The provision of the CX Management Solution can be supplemented by professional training and support services.

❖ User Generated Video Solution

The scope of the implementation of the Solution may in particular cover the following elements:

- Automatic creation of customer review videos to present the products from the Customer's website;
- Identification, management and engagement, via the platform for creators, for ambassadors in the creation of videos to talk about the Customer's products and services on all chosen communication media;
- Provision of a personalized video player improving the user experience on each product page of the Customer's site;
- Creation of an interactive video gallery in which Internet users can like, comment, and share the videos of other Internet users and add the products to their cart with one click;
- Automatic distribution of videos on YouTube.

The various Products of the Solution and the general conditions of each Product are detailed in APPENDIX 1 of this Contract.

Article 5: Financial Conditions

Article 5.1: General

In general, the Group will only refer to the information provided by the Customer to offer him a price offer that meets his needs and corresponds to his volume of activity.

This information is communicated at the discretion of, and under the responsibility of, the Customer, the latter being the sole manager of its activity and its requirements, with the Group not having to interfere in the activity of its Customer.

No liability can be accepted with regard to the Group or its Subsidiaries, in particular for a lack of advice in the event that the information provided by the Customer turns out to be inaccurate or incomplete.

In return for the Products supplied by the Companies of the Group, the Customer will pay the Group the prices set in the order form(s) signed by the Customer.

For the annual periods following the initial commitment period, the price of the Products will be automatically revised on each anniversary date of the Contract, within the limit of an annual increase of five percent (5%), applied to the annual renewal amount.

Unless a serious breach by the Group has been proven, any payment made under the Financial Conditions subscribed to will remain with the Group. No *pro rata temporis* reimbursement may be requested because of the termination of this Contract and for any other reason whatsoever.

In the event that the Customer does not comply with its payment obligations, the Group's Companies would be entitled to interrupt the provision of the subscribed services after the expiry of the period set out in an unsuccessful formal notice. As such, in accordance with articles L441-10 and D441-5 of the Commercial Code, late payment penalties of an amount equal to the interest rate applied by the Central European Bank refinancing operation plus 10 percentage points are applicable from the day following the due date of the invoice.

The Customer will also be required to automatically pay the Group a lump sum indemnity of forty (40) euros for recovery costs, in accordance with Article L. 441-10 of the French Commercial Code.

If the Customer fails to correct this payment incident, this Contract will be terminated and his accounts permanently deleted.

As far as possible, Skeepers will inform the Customer, prior to their application date, of any changes in the applicable prices.

Article 5.2: Billing and payment methods

The Customer will provide all the information or documents necessary for the single invoicing by Skeepers.

Each invoice will be generated by Skeepers according to the terms defined in the order form and will be sent to the Customer by email to the address provided for this purpose.

The Customer expressly accepts that additional costs such as additional consumption, communication costs and additional steering meetings, as provided for in the order form, may be the subject of so-called adjustment invoices. These invoices will be charged, as the case may be, on the invoice according to the period in question or on an adjustment invoice.

The Customer will pay according to the terms provided for in the order form.

Article 6: Obligations and responsibilities of Skeepers

Article 6.1: Operation of the Products and warranty

The main obligation of Skeepers will be to allow the Customer to use the Solutions, which the Customer expressly acknowledges. Consequently, the Group is not responsible for a fault in the installation or use of the Solution(s) attributable to the Customer.

The Group guarantees the Customer against non-compliance of the services and any hidden defect resulting from a fault in the design or provision of said services, with the exclusion of any negligence or fault of the Customer.

In any event, where the Group's liability is retained, the Group's guarantee would be limited to the amount excluding tax paid by the Customer during the last twelve (12) months for the provision of services and under the conditions of Article 6.3.

Article 6.2: Provision of Products

Skeepers declares and guarantees that:

- It holds the rights necessary to enter into this Contract and provide the Customer with the Solutions;
- The Products are supplied to the Customer according to the customs of the profession and the terms of the Contract;
- The Solutions substantially comply with the specifications set out in the Conditions of the Group's Subsidiaries forming an integral part of the Contract and available in the APPENDICES when these are used under normal conditions of use;
- To Skeepers' knowledge, the Solutions do not infringe on any proprietary right duly registered by a third party;
- Skeepers and the Group's Subsidiaries are implementing the administrative and technical methods appropriate with regard to the technical status, in order to preserve the security,

integrity and confidentiality of data, in particular Personal Data, within the scope of the execution of the Contract.

Skeepers and the Group's Subsidiaries do not guarantee (i) that the functions contained in the Solutions will meet the needs of the Customer, (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.

Unless otherwise expressly provided for in this Contract and to the extent permitted by applicable law, Skeepers and the Group's Subsidiaries exclude all guarantees, declarations and/or other commitments of any kind, express or implied, other than those expressly provided for by the applicable law.

The Customer declares that he is familiar with the Internet, its characteristics and its limits, and recognizes in particular that (i) all the Customer'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 Customer at his own risk; (iii) it is the Customer's responsibility to ensure the security of the functioning of the Solutions and of the access to the Solutions which are under its control, so, in particular, not to compromise the security measures adopted by Skeepers; (iv) due to the provision of the Solutions to 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 6.3: Liability of Skeepers and the Group's Subsidiaries

The Customer is solely responsible (i) for the choice of Products, the use made of them and the results obtained from them, and for compliance with the terms of the Contract by the Users, the Customer and, where applicable, its Subsidiaries, and (ii) damages resulting from unauthorized or improper use of the Products and Solutions and/or any incorrect or incomplete information provided by the Customer to the Group.

The Skeepers Group and the Group's Subsidiaries are bound by an obligation of means under the Contract. Indeed, the Group and its Subsidiaries must provide the Customer with the means necessary for the supply of the Products and Solutions, as defined in this Contract and the related order form(s).

In the event that the liability of the Skeepers' Group and the Group's Subsidiaries is called into question, irrespective of the nature (interest and costs included), the number of shares, reasons invoked, or parties to the disputes:

- (i) only direct and foreseeable damages may give rise to compensation, provided that the Customer has established a direct causal link between the alleged damage and proof of the contractual breach by the Skeepers' Group and the Subsidiaries of the Group;
- (ii) all indirect or unforeseeable damages, and in particular in the event of an interruption in the functioning of the Solutions, commercial damage, loss of Customers, loss of brand image, loss or damage of data, costs relating to the acquisition or subscription to a third-party replacement service/solution suffered by the Customer, its Users and/or by a third party, will not give rise to the right to compensation for the Customer, even if the Group and the Group's Subsidiaries have been warned of such damage;
- (iii) the full liability of the Group 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 Customer for the Product in question during the last twelve (12) months in order to cover claims of any kind.

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

- (i) in the event of use of the Products and/or Solutions which are not in compliance with the Contract and/or the technical documentation of the Group's Subsidiaries;
- (ii) in the event of difficulties accessing its Site due to disruptions to the internet network;
- (iii) in the event of access to the system if the Users have been negligent with regard to the conditions of identification or have not complied with the provisions of Article 7.3;
- (iv) as for the operation of the Solutions in the event that the Customer's IT equipment turns out to be obsolete, defective or insufficient. The IT equipment of the Customer is fully their responsibility.

This limitation of liability clause constitutes a determining condition of the Group's commitment and will remain in force, even in the event of termination or avoidance of the Contract.

The Customer acknowledges that the prices of the Solutions and Products reflect the distribution of risks under the Contract and the economic balance required by the Parties, on the one hand, and that the Contract would not have been concluded without the defined liability limitations defined in this article, on the other hand.

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

Article 6.4: Maintenance

The Group provides the Customer with access to the new versions of the Products and Solutions subscribed to, as and when they become available, excluding any additional module.

The Group reserves the right to modify all or part of its Products or Solutions, 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 Group may exceptionally interrupt access to the service for maintenance operations, without compensation.

The Group strives to carry out maintenance operations while preserving the availability of services. If necessary, the Group may nevertheless make the services temporarily unavailable during a scheduled maintenance period.

Article 7: Obligations of the Customer

The Customer should comply with all of these contractual stipulations and not hinder the proper application of their commitments with regard to Internet users in particular and resulting from the T&Cs provided by the Group's Subsidiaries and for which they use the Solutions. More specifically, he will be bound by the following obligations:

Article 7.1: Collaboration commitment

The Customer declares and guarantees that:

- (i) he holds the rights necessary for the execution of the Contract and that the conclusion of the Contract does not infringe on the terms of any agreement concluded by the Customer

with a third party and/or undermines the Intellectual property rights and/or the personality of third parties;

(ii) he undertakes to comply with all the laws and regulations on Personal Data that are in force during the collection, compilation, storage, consultation and processing of any Personal Data used within the scope of the Solutions and Products, and, in general, all applicable laws and regulations.

Article 7.2: Rights granted

For the duration of the provision of the Products and in return for payment of the sums due by the Customer in this respect, and unless otherwise stipulated in the contract, the Group's Subsidiaries grant the Customer a personal, non-exclusive, revocable, non-transferable right of access and use of the Solutions within the framework of this Contract, exclusively for its own needs and within the scope defined in APPENDIX 1, and this, in accordance with the Conditions of the Group's Companies.

The Customer undertakes to ensure that the Conditions of Use of the Group's Companies are respected by all Users of the Solutions provided by the Group's Companies. By express agreement, the Customer assists in the access and compliant use of the Solution by its Users, including, where applicable, those of its Subsidiaries.

The Customer acknowledges that any person accessing the solution is deemed to be a User, no third party is authorized to access the Solutions. Consequently, it is up to the Customer to make these third parties Users.

The Customer is directly or indirectly prohibited from:

- (i) using Solutions other than within the framework defined within and/or for any purpose other than those expressly defined in the Contract, 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, or attempting to carry out any of these acts;
- (iv) modifying, translating, creating works derived from the Solutions, reverse engineering, decompiling, disassembling, recreating the Solutions and Products, 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 Products, 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 Products, 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 or Products, without the express, prior authorization of the Group Subsidiary 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;

- (x) using the Solutions to record or transmit malicious code and/or unlawful, defamatory or otherwise unlawful or tortious material.

In addition, the Customer 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 7.3: Security of the username and password

The Customer is solely and totally responsible for the use and confidentiality of his username and password. In fact, passwords stored in the database of the Group's Subsidiaries are encrypted.

The Customer should ensure that he alone has access to his personal account and authorize his Users if necessary. He should take all the necessary measures and precautions to protect himself from third parties who may have temporary access to it and to avoid any unwanted intrusion into his Back Office.

He should immediately inform Skeepers and the Group's Subsidiaries if he notices a security breach related, in particular, to voluntary communication or the misappropriation of their username and password, so that they can immediately take any appropriate measures with a view to remedying the security breach.

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.

The Customer alone shall bear the consequences which may result from the use of his usernames and passwords by third parties who have knowledge of them. In particular, he will be responsible for any recovery and disclosure of Internet users' personal data made from his personal account.

The Customer is responsible for implementing and updating the protection and antivirus systems on his computers accessing the Service.

Finally, the Customer accepts, in his interest, that Skeepers and the Group's Subsidiaries may, during the execution of the Contract, update their password management policy in order to comply with the rules of the industry and latest recommendations on this matter.

Article 7.4: Duty to cooperate

Article 7.4.1: General

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

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

In general, the Customer undertakes to cooperate with the Group's Subsidiaries 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 Contract.

Article 7.4.2: Performance monitoring

As part of its cooperation with the Group, the Customer will communicate performance indicators relating to the referencing and conversion rate of its website in order to monitor the performance of the Solutions.

In this regard, the Customer will provide the Group, on a quarterly basis, with information concerning SEO, SEA and the conversion rate of its website.

Skeepers and the Group's Subsidiaries undertake to consider as strictly confidential all information which will have been communicated to it by the Customer in the context of performance monitoring.

Consequently, Skeepers and the Group's Subsidiaries are forbidden, for the duration of this Contract and without limitation of duration after its expiry, from disclosing this information in any capacity, in any form and to any person whatsoever except where the Customer gives his express approval for the completion of a Business case as defined in Article 9.4 of this Contract.

Article 8: Exceptional circumstances

Article 8.1: Force majeure

Article 8.1.1: General information on force majeure

All circumstances beyond the control of the Parties, preventing the performance under normal conditions of their obligations, are considered as grounds for exemption from the obligations of the Parties.

Any compelling facts or circumstances, external to the Parties, unforeseeable, unavoidable, beyond the control of the Parties and which cannot be prevented by the latter, despite all reasonably possible efforts, will be considered as a case of force majeure.

Specifically, are particularly considered as cases of force majeure or fortuitous events, other than those usually retained by the case law of 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 inevitable.

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

Article 8.1.2: Implementing provisions and effects 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 contract 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 Contract in its own right, by registered letter with acknowledgment of receipt, with immediate effect.

If the impediment is definitive, the Contract is then automatically terminated, and the Parties are released from their obligations under the provisions of Articles 1351 and 1351-1 of the Civil Code.

Article 8.2: Unpredictability

Article 8.2.1: General information on unpredictability

The Parties are required to perform their contractual obligations, regardless of the circumstances - other than force majeure - in which they find themselves. In particular, the Parties undertake to respect their commitments, even when events external to their organization would make the performance of the Contract more onerous than they could reasonably have foreseen at the time of its conclusion.

However, without prejudice to the preceding paragraph, the Parties undertake to negotiate new contractual conditions when a Party establishes that:

- (i) the cost of fulfilling its contractual obligations has increased by fifty (50) percent or more and that this increase deprives it of any real consideration, or that the main reason for which it contracted has disappeared; and
- (ii) this development is linked to an event beyond its control and which it could not have reasonably foreseen at the time of the conclusion of the Contract; and
- (iii) this Party cannot reasonably avoid or overcome this event or its effects; and
- (iv) it was not provided between the Parties, explicitly or implicitly, that it would bear this risk.

It is expressly admitted by the Parties that pandemics and epidemics constitute foreseeable economic circumstances on the day of signature of this contract.

This clause is applicable, with the exclusion of any legal or regulatory, national or extra-national, provision, which is applicable and relates to the management of the unpredictability of contracts, or in particular Article 1195 of the Civil Code.

Article 8.2.2: Terms of application and effects of unpredictability

The Parties undertake to organize an exceptional meeting to renegotiate the Contract as soon as possible and in any event, within fifteen (15) working days following the written request from the affected Party.

The renegotiation must take place in a spirit of good faith and materialize through the adoption of an amendment to the Contract.

The execution of the Contract shall continue during the negotiations, unless otherwise agreed by the Parties.

In the event that, at the end of a period of three (3) months after the first meeting to renegotiate the Contract organized between the Parties, no agreement was reached, the Party having invoked this clause is entitled to terminate the Contract, by registered letter with acknowledgment of receipt and subject to an advance notification of three (3) months.

Article 9: Intellectual property

Article 9.1: The rights of Skeepers and the Group's Subsidiaries

Skeepers and the Subsidiaries of the Group guarantee that they have all the intellectual property rights allowing them to provide the Solutions, the Products and the brands. As such, they guarantee that the Solutions that they have undertaken to provide within this Contract do not constitute an infringement of a pre-existing work, of any nature whatsoever.

Under these conditions, Skeepers and the Group's Subsidiaries guarantee the Customer 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.

The entry into force of this Contract does not entail the transfer of intellectual property rights within the meaning of the intellectual property code on the Solutions, Products and brands of the Group and of the Group's Subsidiaries, of which the latter remain full owners.

That said, for the duration of the execution of this Contract, Skeepers and the Group's Subsidiaries grant the Customer a right of use relating to its intellectual property rights, the use of which is made essential by the execution of this Contract.

This right of use is limited to the strict framework of use of the Solutions in accordance with this Contract and with the General Conditions of the Group's Subsidiaries. It is, furthermore, revocable, non-exclusive, non-assignable, non-transferable and without territorial limitation.

This right of use of the Intellectual property titles of Skeepers and of the Group's Subsidiaries is granted subject to compliance with the contractual obligations by the Customer, in particular, payment of invoices when due. Any default of payment or interruption of payment voids this right of use.

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

Article 9.2: Conditions of use of the Solutions and prohibitions

The Customer shall expressly refrain from intervening or involving a third party in the Solutions.

He undertakes to only use the information concerning the Solutions made available to him for his own needs and for the sole purposes referred to in this Contract, which expressly excludes the possibility of:

- (i) permanently or temporarily reproducing the Solutions and Products made available, in whole or in part, by any means and in any form, including when loading, displaying, performing or storing as the case may be; and
- (ii) of translating, adapting, arranging or modifying the Solutions and Products, of exporting them or merging them with other IT applications; and
- (iii) of making any copy whatsoever of all or part of the Solutions and Products; and
- (iv) of modifying, in particular by decompiling, altering, adapting, in particular by translating, arranging and more generally modifying all or part of the Solutions and Products.

He undertakes, in particular, only to process, distribute, download, or transmit information and data through the Solutions, the use of which does not violate any intellectual or industrial property right or any other private right, nor does it constitute the commission of a criminal offense.

The Customer undertakes not to transmit through the Solutions any content comprising computer viruses or any other code, file or program designed to interrupt, destroy or limit the functionality of any software, computer or telecommunications tool, without this list being exhaustive.

He undertakes not to develop or market solutions or products that are likely to compete with them.

Article 9.3: 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 the Group's Subsidiaries grant free of charge the non-exclusive, non-assignable and non-transferable right to use their names, logos and brands on the Customer's website(s) as well as within the context of its benchmark advertising.

The Customer reciprocally grants free of charge to Skeepers and the Group's 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 of the Subsidiaries of the Group, in particular for the performance of the services covered by this Contract.

In addition, the Customer grants Skeepers and the Group's Subsidiaries free of charge the non-exclusive, non-assignable or transferable right to use, for the duration of their contractual relationship and worldwide, its name, logo and brand within the scope of their reference advertising.

Article 9.4: Reference advertising / Business case

The Customer agrees to collaborate in the completion of a Customer 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" to the Customer, jointly formalized.

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

The Customer agrees to collaborate in the completion of the case study by transmitting the information and data at its disposal which is required to measure the performance of the Solutions on his website(s) or establishments (SEO, SEA, conversion rate, etc.).

Skeepers is committed, among other things, to respecting the integrity of the information and data used within the "Business case".

The Customer authorizes Skeepers and the Group's Subsidiaries to broadcast the "Business case" thus developed in all formats, forms, presentations, by all modes, means, processes and on all media.

Article 10: Confidentiality

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

The Parties may only communicate confidential information to employees or agents who need to know it within the scope of the Contract 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 Contract for whatever reason this may be, subject to confidential information related to the Products or Solutions of the Group, 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 11: Processing of personal data

As part of the performance of its services, the Group may collect and/or process Personal Data on behalf of the Customer.

Unless otherwise stipulated, the Group undertakes not to use the Data for any purposes other than to perform the services subscribed to by the Customer and as expressly agreed with the Customer.

In general, the Customer guarantees to have the rights required over the Data for the execution of the subscribed Products.

The Customer, as the exclusive holder of the aforementioned rights, assumes sole responsibility for the content of the Data and the manner in which such Data is collected, processed and distributed to third parties. As such, the Customer is responsible for the relevance, quality and legality of the Data.

The Customer agrees not to display or transfer any illegal data. In particular, information whose content represents violence, incitement to commit a wrongdoing, as well as information infringing the Intellectual Property rights of third parties or the right to privacy of the private lives of said third parties are illegal.

The foundations, methods, purposes, terms and conditions relating to the processing of Personal Data are defined in Appendix 2.

Article 12: Insurance

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

Each Party declares that premium payments have been made and will remain up-to-date and undertakes to provide the other Party - upon their written request - with all supporting documents or certificates relating to the payment of the corresponding premiums.

Article 13: Independence

The Parties are independent both legally and financially. The Contract can in no way be considered as an act constituting an agency relationship, a franchise concession or any legal entity whatsoever. Each Party is responsible for its staff, and ensures the supervision, exclusive control and administrative, social and accounting management of its employees, and, where applicable, of its subcontractors.

Article 14: Partial invalidity

If one or more stipulation(s) of the Contract is/are held to be invalid or declared as such in application of a law, a regulation or following a definitive decision by a competent court, the Parties agree to consult each other to find an acceptable solution in the spirit of the Contract. All other stipulations retain all their force and scope, unless the very object of the Contract thereby disappears. Any waiver will only be effective if it has been expressed in writing signed by a representative duly authorized by each Party.

Article 15: 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: julien.reymond@skeepers.io or by mail:

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

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 16: Applicable law and dispute resolution

This Contract is subject to French law with the exception of its conflicts-of-laws rules.

Any dispute relating to the interpretation, execution or validity of this Contract must be brought to the attention of the other Party so that an alternative dispute resolution method such as mediation or conciliation can be considered.

In the event of a dispute between the Parties, relating to the formation, validity, performance and/or termination of the Contract, and with the exception of cases of urgency justifying recourse to urgent legal proceedings, the Parties shall strive to find an amicable solution. To do this, they undertake - prior to any legal action - to meet within fifteen (15) days of receipt of the notification of the request for an ad hoc meeting of one of the Parties, in the presence of interlocutors from the two (2) Parties, at the General Management level.

If at the end of a new period of fifteen (15) days, the Parties do not manage to reach an agreement on a compromise or a solution, the Commercial Court of Marseille will have sole jurisdiction to hear the dispute, notwithstanding the plurality of defendants or the introduction of third parties, even for emergency proceedings or interim proceedings or on request.

Version 1.0 dated 01/05/2022

APPENDIX 1 - PRODUCT CONDITIONS

Only the conditions of the products subscribed to by the Customer via the signing of an order form are applicable.

❖ Ratings & Reviews

• Installation of the Ratings & Reviews Solution

The Solution can be installed in several ways, including:

- through modules developed by Skeepers specific to most e-commerce solutions (for example: PrestaShop, Magento, etc.) ;
- through an application called a complete "API", allowing perfect integration of the Solution into the Customer's computer system.

Skeepers may use and provide any process and technical support to its Customer so that the Customer installs the Solution onto their computer system.

It is up to the Customer to do so, and is his full responsibility. Skeepers offers help to facilitate its integration and provides an explanatory document on its Website, as well as its technical team to answer any questions from the Customer and/or intervene remotely on their computer, in order to install the module, the API or other technical support in its system.

The Customer shall remain, in any event, solely responsible for any malfunction of the Solution resulting from improper installation. The same will apply if he does not install the Solution, uninstalls it or even does not use it.

• Provision of the Solution

The purpose of the Skeepers Service is to make its Solution available and to allow its use.

The Solution includes several features and services associated with it:

- The collection of reviews regarding the quality of the Customer's products and/or services;
- The provision of the Customer Back Office including in particular all of the Customer's reviews;
- Dissemination and display of reviews by partners (Google, Bing, other commercial companies);
- Indexing of the Verified Reviews certificate by search engines;
- The creation and provision of Widget (drawings created by Skeepers displaying the average score obtained from Brand Reviews or Product Reviews).

The way in which Customer Reviews are collected is as follows: each order placed by a consumer generates a request for a review sent by Skeepers to the email address or telephone number that the Customer has communicated to Skeepers.

The reviews collected by the Ratings & Reviews solution correspond to a rating given in the form of stars ranging from 1 to 5, accompanied by a comment.

All the reviews and comments are stored and accessible in the Customer's Back Office and on Skeepers' servers. During the collaboration between Skeepers and the Customer, and at any time, the latter can connect to the customer Back Office and retrieve the reviews that have been submitted about them, at the location provided for this purpose.

During or at the end of the collaboration, the Customer may contact his account manager or former account manager to request that the Reviews submitted in his regard be delivered to him.

This possibility is limited within a time of five (5) years from submission of the review.

Skeepers has also entered into a partnership with Google. In particular, this allows the Customer's rating to be automatically displayed next to the URL link of his website when the latter runs an adwords campaign, if he has achieved an average and minimum rating of 3.5 out of 5.

Skeepers reserves the right to enter into agreements with commercial companies, and in particular search engines such as Google or Bing, in order to display Customer reviews or even index their Verified Reviews certificate; which the Customer accepts.

The Customer is expressly informed that only the partners shall decide and control the insertion of his rating including the stars and the number of reviews collected. For information purposes only, it is specified that this will be visible after a period of 2 to 4 weeks on average. In any case, Skeepers cannot be held responsible for the conditions and deadlines relating to the posting of the Customer's rating by its partners. Indeed, Skeepers cannot be held responsible for a display defect or poor display of Customer reviews; the partners having their own rules for display. Skeepers is only required to ensure the correct transmission of reviews, comments and ratings collected by its Solution.

The Customer also has the option of surveying his consumers on specific topics using questions. The operation of this option is identical to the operation of the request for a Brand review or a Product review. Additional questions asked to consumers will be incorporated into requests sent by email. Following the sending of the request, Skeepers is responsible for collecting the responses and communicating them to the Customer on its Back-Office.

• Provision of Widgets

Skeepers provides various Widget models that can be displayed on all pages of the Customer's site in order to highlight their overall rating and the last comment received from a consumer. The Widget shall display the Verified Reviews logo.

Skeepers offers two types of Widgets: fixed widgets and floating widgets. The first must be integrated into the graphic charter of the Customer. The second do not require any modification of the graphic charter.

The Customer is solely and entirely responsible for the choice, integration, and display of the Widget. Skeepers declines in particular any responsibility if the visual representation of the Widget on the Customer's site differs from that created and made available by Skeepers.

Since the Customer must not use the Widget to deceive the consumer, he undertakes to follow Skeepers' recommendations aimed at displaying the dynamic Widget on its website using the link provided by Skeepers so that the rating can be updated daily throughout the contractual relationship between the companies.

The Customer is prohibited from modifying in any way whatsoever, the graphic charter and the Widget model.

In the event that the Customer wishes to modify the design of the Widget offered by Skeepers, the latter shall provide them with a URL link allowing them to create their own Widget and informing them in real time of their number of Customer Reviews and their average rating.

It is strictly forbidden for the Customer to continue to use the Widget in any way whatsoever upon suspension of the account or upon termination of the contract. Any wrongful use will automatically incur a fine of one hundred (100) euros per day of violation noted and per website (URL), without prejudice to the damages that would be sought by Skeepers in compensation for the damage suffered.

- **Provision of the Verified Reviews certificate**

Skeepers provides the Customer with a web page, referenced by search engines, from which all Internet users can consult the Customer's consumer reviews that are less than one (1) year old.

It should be noted that this page may not be referenced by search engines in the event that, at the Customer's request, the latter makes exclusive, internal use of the Customer reviews collected.

In addition, it should be noted that displaying the Verified Reviews certificate, in the same way as having access to the platform, as a component of the services provided under the Ratings & Reviews Solution, is not intended to survive the demise of the collaboration.

- **Moderation**

The Moderation process (filtering, analysis or process carried out automatically or by human means in order to accept or reject a Customer Review) is described below.

The Customer is informed of the collection and the presence of any negative reviews from consumers.

Reviews considered to be negative are represented by ratings equal to or less than 2/10. These reviews are very easily accessible from their Back Office in a section entitled "review in Moderation".

The Customer will be able to make contact with, and respond, to consumers who have left a comment and a rating, whether positive or negative, through their Back Office.

It should be noted that the response provided by the Customer is made public on the Customer's Verified Reviews certificate and that the consumer will receive an email to notify them of any message sent by the Customer.

The consumer will be able to answer them but will not be able to modify their rating. The Customer will, on his part, be informed of the messages left by the consumers.

The various exchanges that may follow a Customer review will be visible to Internet users; unless the Customer has masked the conversation exchanges from his Back Office.

This process offers the Customer the possibility of requesting explanations when a rating and/or a comment seems unjustified, and of having a right of reply.

Under no circumstances should Skeepers interfere with the existing relationship between the Customer and the consumer. It will be up to the Customer to manage any difficulty that arises with the latter following the collection of a review.

- **Statistics**

The Customer has access, through his Back Office, to reports and statistics established by Skeepers from the Customer reviews collected.

Skeepers also offers a fully customizable estimate-based statistical tool allowing cross-referencing of the data collected when submitting a review via the Ratings & Reviews Solution with data sent directly by the Customer.

- **"Questions/Answers" module**

The Client has the option of subscribing to the "Questions/Answers" option.

Skeepers offers its Customers a "Questions/Answers" module to be integrated on their website allowing Consumers, who have had, or intend to have a consumer experience, to ask a question or answer a question asked.

Installation of the "Questions/Answers" module

The Customer can choose which method to use to integrate the module on his site:

- by connecting to the Ratings & Reviews API;

- by full integration in iFrame;

- by a mixed integration in iFrame and flux JSON;

- by installing the Magento or PrestaShop module developed for the "Questions/Answers" module.

The Client is solely responsible for installing the module on his computer system and for integrating it into his website, it is up to him to do so. Skeepers offers support to facilitate its installation and integration by providing an

explanatory document dedicated to the "Questions/Answers" module as well as providing a technical team to answer any questions from the Client and/or to provide assistance for installation.

The Client shall remain, in any event, solely responsible for any malfunction of the "Questions/Answers" module resulting from improper installation or integration. The same shall apply if the Client does not proceed with the installation or integration of the "Questions/Answers" module, uninstalls it or even does not use it.

Invoices issued by Skeepers shall remain due in the event of non-use by the Client (for example: no questions or answers asked).

Provision of the "Questions/Answers" module

The Client, wishing to benefit from the module, must contact his Skeepers' account manager so that the teams can grant him access to the module.

After activation of the module, the "Questions/Answers" module will be managed from the standard Back Office, under the "Integration" tab and the "Questions/Answers" section.

The Client shall receive module customization options and the question or answer forms in order to integrate these into his website according to his graphic charter.

As such, the Client undertakes to allow, in the graphic charter of his customized forms, for the inclusion of a checkbox constituting acceptance of the General Conditions of Use and the Privacy Policy. This integration must allow the submission of a question, an answer or a report only when the box is checked.

Provision of the "Questions/Answers" module

The purpose of the Skeepers' Service is to provide the "Questions/Answers" module and to allow its use.

When installed on the website, the "Questions/Answers" module includes the following features:

- Ask a question;
- Provide a public response to a question (from the Client, customers who have had an experience with the product, or Internet users);
- Report a question/answer;
- Discuss a question/answer;
- Vote for a question/answer.

All questions and answers collected via the "Questions/Answers" module are stored on Skeepers' servers and accessible in the Client's "Questions/Answers" Back Office.

In this regard, the Customer may process and publish the questions, answers and discussions accordingly from his "Questions/Answers" Back Office. Each action performed is recorded and can be viewed on the "Questions/Answers" Back Office thanks to a management according to the assigned profiles (administrator and moderator).

For reasons of security and traceability of actions, each user must have an individual account.

• Customer review collection process

Skeepers undertakes at the time of collection, not to select consumers according to their type or frequency of purchases. All consumers will therefore be surveyed.

Each review is linked to a contactable consumer.

The consumer will have the opportunity to submit a review for a period of three (3) months following the invitation sent by email by Skeepers and itself resulting from an act of consumption. The possibility for a consumer to issue a Customer review following an act of consumption is therefore limited in time.

In addition, the consumer who has submitted a review can modify it for a period of three (3) months after writing his review.

Skeepers has in its database elements allowing to identify the consumer and to certify their act of consumption. It is recalled that Skeepers acts as a third party.

No consideration is provided in exchange for submitting Customer reviews.

• Process for identifying the reviewer

The Ratings & Reviews solution is based on collecting reviews after orders. Requests for reviews are therefore linked to a consumer experience and to a clearly identified consumer. Identification can be done by email, telephone or any other means allowing direct contact with the consumer.

• Content and control of reviews and comments collected

Skeepers is a trusted third-party that guarantees complete transparency with regard to Customers and Consumers. Skeepers undertakes to transmit and publish information, ratings and comments in a strictly identical manner to those it collects, with the exception of any mention and declaration of an illegal or unlawful nature.

It should be explicitly noted that the content of comments must not be in contravention of the laws and regulations currently in force. In particular, racist, anti-Semitic, sexist, defamatory or offensive remarks, which infringe on a person's privacy, reproduce private exchanges, use works protected by copyright (text, photos, videos, etc.) are illegal.

Skeepers does not intervene in any way in the existing relationship between the Customer and the consumer. In any way, its responsibility cannot be sought in the event that consumers do not respond to requests for reviews, or in the event of a drop in the number of visitors, a decrease in orders, or even the occurrence of a problem related to the publication of a negative review or with the execution of an Order.

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

However, it cannot guarantee the perfect functioning of its evaluation system, because of the inherent hazards thereof, and in particular the risks of intrusion, embezzlement, viruses, and fraud present in a computer and digital system.

- **Additional exclusions and limitations of liability**

Skeepers cannot be held responsible for any malfunction in the event that the Customer has provided incorrect or incomplete information. The same will apply in the following cases:

- failure to update the module by the Customer;
- consumer handling error;
- intervention of a third party not authorized by the Customer to repair the Solution;
- deinstallation of the Solution;
- non-use or partial use of the Solution.

Skeepers is not responsible for the insertion by search engines of the Client's overall rating and of the number of reviews collected, nor for the listing of the Client's site by them. Only Google or other search engines can manage this.

Finally, Skeepers can in no way be held responsible for indirect damages suffered by the Customer which may arise as a result of or during the execution of this Contract and its consequences. By indirect damage, it is understood particularly, but not limited to, by the loss of earnings or profits, loss of Data, loss of opportunity, commercial damage, the consequences of complaints or claims by third parties against the Customer, etc.

- **Moderation Process**

Description of the Moderation process

Moderation is a process that occurs prior to the publication of a review which aims to guarantee the compliance of the content collected under French law and with the ISO 20488 standard as well as with these General Conditions of Service and the General Conditions of Use of the Net Reviews site.

Skeepers undertakes to comply with all of these provisions in order to preserve the reliability of published Customer reviews.

Thus, during the Moderation process, Skeepers publishes or rejects reviews when this is justifiable.

The rejection of a review is a manual action by the Skeepers moderators after receiving notification of the review in question.

All stakeholders and acts related to Moderation are identified and traceable.

The Moderation service offered by Skeepers consists of a standard model included in any subscription to the Solution by Skeepers. In addition, Skeepers also offers a customized model in addition to the standard version, subject to option.

The same Moderation period applies to all reviews whether these are positive or negative.

Roles and resources of moderators

Moderation is carried out by IT tools and/or individuals who are generally referred to as "moderators".

The required capabilities and the necessary means to hold the role of moderator are:

- have a perfect command of the language in which the review was written. This skill must have been objectively validated before taking up the post, equivalent to a "Proficiency" type level of the Common European Framework of Reference for Languages (level C2 of the CEFR);
- access the entire content of the Customer review collected;
- access the elements relating to the identity of the writer collected during submission of the reviews in order to be able to contact the writer, if necessary;
- access all information relating to the history of the review submission (number of submissions of the same notice after initial rejection);
- access the history of information about the writer (number of reviews published, subject of previous reviews);
- be able to entrust - in a traceable manner - the Moderation of a Customer review to another moderator.

Standard moderation

The Moderation process is split into two stages: Automatic Moderation followed by Manual Moderation.

During the first step, called Automatic Moderation, certain reviews are filtered and placed in Moderation within the Customer's Back Office. These cases would be as follows:

- The rating of the review is equal to or less than 2 (threshold can be changed in the Customer's Back office);
- The review contains personal data identifiable by the system;
- The review contains insults or profanity;
- The review contains five identical characters.

These reviews thus placed in Moderation within their Back Office allow the Customer to easily identify and respond to potentially problematic reviews.

At the same time, during automatic Moderation, certain reviews are flagged to the Skeepers moderators for examination when:

- The review contains personal data identifiable by the system;
- The review contains insults or profanity.

In other cases, it is up to the Customer to report reviews that they consider to be problematic to the Skeepers moderators during the next stage.

After Automatic Moderation, Manual Moderation is performed:

- on the one hand, due to the actions of Customers, responding to consumers and reporting (to Skeepers moderators) reviews considered to be problematic;
- on the other hand, by the action of the Skeepers moderators following any notification of a review made by the Customers or the system during automatic Moderation.

So, after examining the reviews, the Skeepers moderators decide whether or not to publish the reviews in Moderation.

This automatic and human Moderation system makes it possible to avoid the publication of reviews that do not comply with French law and the ISO 20488 standard as well as the General Conditions of Use and General Conditions of Service of Skeepers .

Standard Moderation is carried out by default, "a priori", that is to say, before publication of the reviews. However, the manual part is available at any time from the Customer's Back Office and can therefore be done "a posteriori" if necessary. The review is then processed after its publication.

Optional Moderation

With regard to the Moderation option, established on quotation, Skeepers offers tailor-made Moderation allowing the Customer to offload the manual Moderation that is provided when Moderation is standard.

This option includes re-reading reviews collected by the Skeepers moderators.

The Customer should be specific about their needs and requests in a specifications document.

Thus, he will be able to:

- Define a re-reading of all the reviews or only those corresponding to a rating defined by him;
- Configure predefined responses that he will have provided according to the type of review and the rating;
- Configure the cases of refusal for which the moderators can act independently without prior validation on his part and in accordance with the reasons for refusal listed below;
- Build categories of reviews through a system of allocating "Tags" specific to each review (for example: delivery, payment, Customer service, etc.).

Customer review moderation period

Skeepers undertakes to comply with the same Moderation period for all reviews, whether these are positive or negative. This will automatically be set at seven (7) days from the submission of the review.

It is specified that other Moderation periods exist and can range from fourteen (14) to twenty-eight (28) days. In some cases, exceptional time periods may occur. These time periods are possible at the express request of the Customer to his account manager and on production of supporting documents. For example, an exceptional Moderation period may be granted in the event of a relocation of the Customer's business.

Rejection of the Customer review and reason for the rejection

Skeepers undertakes to systematically inform the consumer of the rejection of a review as well as the reason for the rejection.

Skeepers also undertakes to give consumers the opportunity to submit a new review following the deletion of their first review during the Moderation process; within the limit of a maximum of three (3) reviews.

Skeepers is under no obligation to state the reasons for rejecting a review that has been identified as intending to artificially construct or bias the evaluation of the product or service.

Reasons for rejecting consumer brand reviews:

- The review submitted is considered inappropriate, abusive, defamatory, discriminatory, accusatory, racist, or involves a call for legal action;
- The review cannot be considered as true because Skeepers has conflicting reports;
- The rating does not correspond to the comment;
- The review relates only to the characteristics of the product or service purchased, and not on the overall experience with the rated company;
- The description of the consumption experience is not provided, or is considered unintelligible;
- The review is identified as aiming to bias the average of the rated company or contains concrete elements of conflicts of interest;
- The review is unrelated to the subject rated;
- The review contains personal information or any other information that could identify its writer, contact them or lead to identity theft;
- The review mentions the name of a competitor and/or encourages a purchase from the competition;
- The writer specifies in his review that he is not yet able to assess the rated company, or that he has not used its services;
- The review contains promotional material, is considered spam, and/or mentions websites;
- The rated company intervened in the handling of the dispute, and the writer of the review wishes to update it;
- The reviewer has contacted Skeepers or the rated company to modify or delete their review;
- Skeepers considers that its civil or criminal liability may be incurred;
- Skeepers has identified this review as fraudulent.

Reasons for rejecting consumer product reviews:

- The review submitted is considered inappropriate, abusive, defamatory, discriminatory, accusatory, racist, or involves a call for legal action;
- The review cannot be considered to be true because Skeepers has conflicting reports.

- The rating does not correspond to the comment;
- The review relates only to the shopping experience (Customer service, delivery, website) and not to the characteristics of the product or service purchased;
- The description of the characteristics of the product or service purchased are not provided, or are considered unintelligible;
- The review is identified as aiming to bias the average of the product or service rated, or contains concrete elements of conflicts of interest;
- The review is unrelated to the product rated;
- The review contains personal information or any other information likely to identify its writer, or be able to contact him, leading to identity theft;
- The review mentions the name of a competitor and/or encourages a purchase from a competitor;
- The writer specifies in his review that he is not yet, or will not be, able to evaluate this product or service;
- The review contains promotional material, is considered spam, and/or mentions websites;
- The rated company intervened in the handling of the dispute, and the writer of the review wishes to update it;
- The review writer has contacted Skeepers or the rated company to modify or delete their review;
- Skeepers considers that its civil or criminal liability may be incurred;
- Skeepers has identified this review as fraudulent.

Editing and modification

Skeepers undertakes not to modify or delete the content of a Customer review. Skeepers therefore cannot:

- correct spelling errors in a review;
- change the screen name of a member;
- hide part of the text in the review;
- modify the rating.

In rare cases, the names and telephone numbers provided in the reviews may be replaced by stars in order to respect the confidentiality of Personal Data.

- **Criteria for review publication and delivery**

Review delivery

Skeepers displays all reviews, whether positive or negative, as long as they were not rejected during the Moderation process. Skeepers therefore does not select the reviews it publishes.

Skeepers displays reviews chronologically from newest to oldest based on the date of submission of the review.

Skeepers returns the reviews in their entirety.

For each review, Skeepers displays at least the following information:

- the date and time of the review submission;
- the date of the consumer experience;
- the first name and the first letter of the reviewer's name.

Skeepers can also display the following information:

- the product purchased;
- the place of purchase or place of intervention.

Skeepers can display below each review the right of reply from the representative of the product or service being evaluated.

Skeepers does not aggregate or weight ratings. Skeepers therefore transparently displays the average score for each of its partner merchants. The rating is obtained using the following calculation: Average rating = (sum of ratings of published reviews / total number of published reviews).

Skeepers provides Internet users with the Customer reviews collected over a period of one (1) full year. Customer reviews, the number of reviews and the average rating are calculated over the same period, and displayed from the certification page.

Reviews are kept for a period of five (5) years in the Skeepers database.

The rating is calculated as follows:

- calculation of the average, to five (5) digits after the decimal point, of all the ratings of published reviews;
- to have a rating out of 5: this average, to five (5) digits after the decimal point, is rounded off to one digit after the decimal point;
- to have a rating out of 10: this average, to five (5) digits after the decimal point, is multiplied by two (2), then rounded to one (1) digit after the decimal point.

Reporting a review with illegal or inappropriate content

Skeepers allows reviews with illegal or inappropriate content to be reported. This report can be submitted to: moderation@avis-verifies.com or even from the Customer's certification page.

Right of reply from the partner merchant

Skeepers gives the representative of the product or service evaluated the possibility of responding at any time to a review received through his Back Office Client. He can then:

- thank the Consumer for their contribution;
- provide answers to questions in the comments;
- give their version of the facts (with the possibility of attaching documents);
- indicate any changes made to the product or service since the review was written.

Responses are displayed below the relevant reviews. The consumer will receive an email notifying him of any message relating to his review sent by the representative of the product or service evaluated. The consumer will be able to answer this without being able to modify his rating.

These exchanges will be visible to Internet users, unless the partner merchant has hidden the conversation from its Back Office.

The merchant partner will be informed of messages left by consumers about its products and/or services.

This process allows the merchant partner to request explanations when a rating and/or a comment seems unjustified and therefore, a right of reply.

Under no circumstances should Skeepers interfere with the existing relationship between the Customer and the consumer. It will be up to its merchant partners to manage any difficulty that arises with a consumer as a result of the collection of a review by Skeepers.

A reviewer's loss of the right to submit a review for a review that is recognized as illegal or inappropriate after Moderation

In the event of a reviewer being identified as having presented one or several reviews with illicit or inappropriate content after Moderation, Skeepers will prevent reviews being submitted by this consumer and will delete all reviews that are linked to them.

Legal nature of Customer reviews issued by the consumer

Skeepers anonymizes Customer reviews eighteen (18) months after they are issued.

The Customer review issued by the consumer is akin to a testimonial, always relating to an actual consumer experience and is purely information for future consumers.

Thus, Skeepers and its partner merchants can freely use, reproduce, publish, make available and translate the content of Customer reviews worldwide and in any media and any medium whatsoever.

At the same time, Skeepers and its partner merchants have the right to use the pseudonym used by the consumer in connection with the content of the Customer review for eighteen (18) months.

In addition, Skeepers guarantees its Customers that at any time, during the contract or at the end of it, its partner merchants can retrieve all of their reviews.

- **Customer's obligations**

The Customer must comply with these Conditions and any other Special Conditions provided for upon registration. More specifically, the Customer will be bound by the following obligations:

Acceptance of evaluations

The Customer undertakes to survey all of his Clients. The Customer must accept any type of evaluation following an order. He will be able to report it and respond to it if it seems unwarranted.

The activity of Skeepers is based on AFNOR certification which requires time and effort, and allows Consumers to trust its brand. Skeepers is committed in this regard to maintaining the integrity of its processes and to fighting against false reviews.

The Customer must under no circumstances generate false evaluations through false orders, false comments or any other manipulation. It should also not prevent negative evaluations by distorting the functions of the Solution.

If necessary, Skeepers may take legal action against them, in addition to the right to terminate their contract. Situations will be handled by the Quality Department in the following order:

1. After requesting an explanation via email, a penalty of one hundred (100) euros per false review may be applied as management fees.

2. If there are more than five (5) false reviews, Skeepers will notify the Customer to explain the anomalies observed with regard to the reviews concerned.

The penalties relating to false reviews therefore have a deterrent factor and if these do not achieve the desired effect, the Customer's failure to comply with the processes on this point may result in the termination of the contract.

3. At the end of unsuccessful exchanges between the parties and in the absence of any action by the Customer within fifteen (15) days of receipt of the formal notice, Skeepers will have the option of terminating their collaboration for non-compliance with its processes.

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

Access to the Customer's site

The Customer is solely responsible for access to his website. It is up to him to take all necessary measures to maintain this access, and in particular to pay the price for connection to the Internet network without which no access is possible to the Solution.

- **Duty to collaborate**

General

The Customer agrees to voluntarily provide Skeepers with all information and documents necessary for the execution of this contract.

In general, the Customer undertakes to collaborate with Skeepers in order to provide it, as soon as possible, with all the information and documents deemed useful and requested by Skeepers, for the performance of its Services. Finally, in the event of a transfer of the website using the service covered by this contract, the Customer undertakes to consider the value of the website by the reviews collected and to introduce Skeepers to the assignee of the aforementioned website. It is up to the assigning Customer to pay the amount of his subscription until it expires or

to negotiate the time of the signing of the contract with the assignee. The Customer will inform the transferee that he will have to contact Skeepers to consider the conditions and the continuation of the service as well as the signing of a new order form in this regard.

Collaboration in accordance with AFNOR requirements

The Customer undertakes to communicate all of his orders to Skeepers, without prior sorting so that Skeepers can meet AFNOR's requirements and survey all consumers, without bias in the process of collecting Customer reviews. The Customer acknowledges knowing that:

- the certification was awarded to Skeepers and that it cannot claim certification on its own behalf;
- the certification covers the process of managing online reviews. The reviews themselves are not certified;
- the NF logo is a registered trademark and its use complies with the specific rules and rights that the Customer undertakes to comply with. Among other things, the NF logo cannot be used by the partner merchant on its site, on its application or its documents that are for public use without the additional prior consent of the AFNOR Certification.

In addition and in order to reflect a true image of reality and not to deceive the consumer, the Customer undertakes to always display the dynamic Widget on his website using the link provided in this regard by Skeepers so that the rating can be updated daily throughout the contractual relationship between the companies. For this purpose, the Customer agrees to refrain from any reproduction of the Widget other than that recommended by Skeepers.

Suspension or deletion of a personal account

Skeepers is entitled to suspend its services if the Customer does not comply with any of its obligations, while the dispute is amicably or legally resolved.

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

It is strictly forbidden for the Customer, from the time that his account is suspended or permanently deleted, to use the services or functionalities associated with the Solution, except to display the reviews already collected. He will also be prohibited from quoting in any way whatsoever the name of Verified Reviews or even using any graphic element or visual representation relating to Verified Reviews and its services. Failing that, he will automatically be required to pay a penalty of one hundred (100) euros per day of the violation observed.

Respect for consumer quality

By accepting the Verified Reviews' General Conditions of Use, Internet users who submit a review have been informed that they will have to comply with certain cumulative conditions in order to issue a review, namely:

- 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 relates.

For the proper performance of the contract, the Customer must ensure that the aforementioned conditions are met. It should be noted that Skeepers may contact the consumer again for the purpose of verifying compliance with the conditions mentioned.

Insertion into Customer documents

The Customer, as the Data Controller, is subject to the obligation of transparency as specified in Articles 12 et seq. of the General Data Protection Regulations (GDPR). To do this, he must include in his Privacy Policy, or any other dedicated document, a statement informing consumers of the transfer of their personal data to Skeepers, as well as of the intended purpose. It may be worded as follows:

"Some of your Personal Data may be transmitted to our subcontractor Skeepers, in order to collect your review on your customer experience relating to your order, as provided for by the General Data Protection Regulation (GDPR) in its article 6. f) (legitimate interest). The Personal Data that we communicate is as follows: last name, first name, email address, order number and date of the order. Skeepers will anonymize your review(s) eighteen (18) months after it is posted.

Skeepers uses your Personal Data only in the context of its Solution, and for the sole needs of the same. Skeepers is formally prohibited from disclosing to any person your personal or personally identifiable information which may allow you to be identified or which will infringe on your privacy.

You can object at any time to the dissemination of your information to Skeepers, via the address: rgpd@nomdusite.fr (for example)".

As this paragraph is a generic model, the Customer will have to adapt it if necessary according to the particularities of his activity.

As a reminder, failure to respect the rights enjoyed by the data subjects under articles 12 to 22 of the GDPR is penalized in article 83 by administrative fines of up to EUR 20,000,000 or, in the case of a business, up to 4% of the total worldwide annual turnover of the previous fiscal year, whichever is greater.

Thus, in the event of a conviction of Skeepers for failure to comply with articles 12 to 22 of the GDPR by the Customer, even though it had informed them of its obligations with regard to the current regulations in force, the latter fully indemnifies Skeepers for all fees payable, including:

- a) costs (including legal fees), claims, demands, actions, settlements, charges, proceedings, expenses, loss and damage (whether material or not, and including in cases of emotional distress);
- b) loss or damage to reputation, brand or image;
- c) to the extent permitted by applicable law:

- i) administrative, criminal, sanctions, debts or other remedies imposed by a Supervisory Authority or a court and
- ii) compensation paid to one or more Persons affected.

❖ **CX Management**

• **Prerequisites**

The Customer has been, and will be, responsible for acquiring the technical prerequisites, i.e. the Environment (the Customer's IT equipment - hardware, operating system, databases, third-party software, subscription to an internet access service - required for the operation of the Solution, and in general, the provision of application Services, of which the Customer acknowledges having been informed prior to the conclusion of the Contract, as well as any related developments during the term of the Contract), its maintenance and in general, any change in the Environment. It is the Customer's responsibility to regularly consult said site. Any configuration that does not comply with the Environment may result in a degradation of the quality of the Service, or even its malfunction, for which Skeepers can in no way be held responsible.

• **Opening and implementation of the service**

From the Opening of the Service, Skeepers provides the Customer with access to the Solution for the duration of the Service, for at least one (1) User (the administrator appointed by the Customer as mentioned in the Purchase Order).

Any use of the Service for production purposes will constitute access to the Service.

Unless expressly agreed between the Parties, the Solution is accessible from the Customer's and Users' computers, by means of the Connection Data provided for each User.

• **Rights granted**

In return for payment of the sums owed by the Customer in this regard, and unless otherwise stipulated in the Purchase Order, Skeepers grants the Customer a personal, non-exclusive, revocable, non-transferable right to access and use the service in accordance with its professional purpose, exclusively for its own needs, within the limits of the scope, territory and duration of the subscription to the Service, and in general, in accordance with the terms and conditions of the Contract and the documentation. The Customer is only authorized to make copies of the documentation for the user's own needs for the exclusive use of the Service.

• **Data**

With the exception of data that cannot be appropriated, the Data provided by the Customer remains the exclusive property of the Customer and/or Users, the content of which, he is solely responsible for, including Surveys or the manner in which Data is distributed to third parties. The Customer agrees not to display or transfer any illegal data. Skeepers can in no way be held responsible for the content of the Data and/or the control of the Data, which falls under the sole responsibility of the Customer. Unless otherwise stipulated in the Contract, Skeepers undertakes not to use the Data for any purpose other than to perform the Service and/or as expressly agreed with the Customer. Skeepers guarantees that it uses the technologies and, more generally, the appropriate means to ensure the integrity, security and confidentiality of Data. Insofar as data transport is carried out by a third-party operator, the latter is responsible for any difficulty that may arise in the context of the data transfer. The Customer is fully responsible for the equipment allowing the processing of data which is connected to the Server and which must be in compliance with the Environment. Consequently, Skeepers cannot be held responsible for any damage suffered by the Customer's data processing equipment. Data is regularly backed up by Skeepers in accordance with the SLA. In addition, the Service includes functionalities allowing the Customer to set up communications with persons identified by the Customer in order to communicate and/or collect information. The Customer assumes sole responsibility for such communications. Skeepers cannot be held responsible in the event of non-compliance of these communications with the laws and regulations on the protection of Personal Data in force in France and in the EU; Skeepers reserves the right to suspend access to the Service in the event of non-compliance of these communications with said laws and regulations.

• **Financial conditions**

The requests received during the use of the solution will be kept by Skeepers and will be valid as proof between the Parties for the purposes of calculating the levels of use of the Service by the Customer, in particular in order to verify the adequacy between the actual use of the Customer and the volume thresholds defined in the purchase order; it being understood that the authorized number of surveys and/or the authorized number of users subscribed to by the Customer can in no event be revised downwards for the current contractual period. If the expected volume of requests is exceeded, Skeepers may proceed with the corresponding volume level adjustment at the end of each quarterly period considered, unless otherwise specified in the purchase order, taking into account the volume of requests actually received during the period concerned. An adjustment invoice will be issued by Skeepers, in accordance with the rates indicated in the Skeepers catalog rate on the date of adjustment, unless otherwise stipulated in the purchase order. Such an extension will be carried out on a pro rata temporis basis until the expiration of the current contractual period; it being understood that such an adjustment will be taken into account in the calculation of the amount due for the Service for the following billing period.

Notwithstanding the foregoing, the Customer acknowledges and accepts that the price list relating to Consumables may be modified during the term of the Contract, depending in particular on the prices applied by the suppliers of

the Consumables and/or the country within the territory in which the Customer carries out his activity. As far as possible, Skeepers will inform the Customer, prior to their application date, of any changes in the applicable prices. Transfer, travel and subsistence expenses incurred in the performance of the Contract are not included in the price of the Service and the Associated Services. These costs will be invoiced at their actual cost, on presentation of supporting documents.

❖ USER GENERATED VIDEO

• **Service provided**

The Customer expressly authorizes Skeepers to outsource some of the functions necessary for the execution of its service (in particular the moderation of videos). It being understood that if Skeepers calls on an external service provider, Skeepers undertakes that this service provider is bound by the same obligations and conditions as those to which it is itself bound and assumes responsibility for this.

Skeepers regularly improves its commercial offer and is likely to offer the Customer new services during the period of the Services. If the Customer wishes to benefit from the new services offered by Skeepers, a new purchase order will be submitted to the Customer for approval.

Creation of a Back Office Customer

Skeepers provides the Customer with a Back Office (referred to as the web interface reserved for Customers to access the various functionalities developed by Skeepers for the implementation of its platform) through which the Customer can in particular access his personal information and manage his Campaigns (referred to as the call for contributions organized on the Platform at the Customer's request relating to the products or services that the Customer has determined and aimed at creating and distributing User Videos on any type of medium).

The Customer guarantees the accuracy, validity and completeness of the information he provides to allow the creation of his account on the Skeepers platform.

The Customer's Skeepers account will be personalized by Skeepers in the colors of the Client's sign and/or brand. To this end, the Customer will send its logo to Skeepers in PNG or JPEG format.

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

The invoices issued by Skeepers, corresponding to the Customer's subscription as well as to the set-up costs, will remain due in the event of non-use of his Back Office by the Customer (for example: the Customer does not connect to his account and does not create Campaigns).

Organization of Campaigns

The purpose of the Service provided by Skeepers is to provide the Customer with a Platform - as well as the subdomains that will be created by Skeepers on behalf of the Customer - which is dedicated to him, making it possible to collect User Videos (refers to any audiovisual recording composed of images, voices and sounds, uploaded to the Platform by a Creator as part of Campaigns) during Campaigns and to allow the Customer to use them. To benefit from the Services, the Customer will create Campaigns via his Back Office.

When creating each Campaign, it will be up to the Customer to send Skeepers the following useful information:

- the name of the product to be tested and its references;
- the URL of the product sheet; and
- the URL of the product image to be tested; and
- the description of the product to be tested; and
- the reward offered by the Customer to the Creator who wins the Campaign.

In addition, the Customer may also provide Skeepers with the following information:

- the category of the product to be tested; and
- the duration of the Campaign.

At the start of the collaboration, the Parties can define a package of Videos comprising a determined number of Videos for the duration of the subscription. When a Video package has been defined between the Parties, the Customer has the obligation of allocating the necessary resources for the organization, creation and monitoring of Campaigns. Thus, if the number of Videos defined at the start of the collaboration was not reached, the Videos not delivered by Skeepers cannot be reimbursed, except for a proven fault on the part of Skeepers on the performance of the Service (as confirmed by the quarterly report).

The Customer agrees to deliver the announced reward to the Creator who won the Campaign. The delivery of the reward is the sole responsibility of the Customer. Consequently, the Customer guarantees and holds Skeepers harmless against any recourse, request, claim or action of the Creator for the delivery 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**

Intellectual Property Rights of the parties

Each of the Parties undertakes to respect the Intellectual Property Rights of the other Party and, in particular, not to infringe on its Intellectual Property Rights or directly or indirectly file any literary, artistic or industrial property rights which are identical, similar or derivative in any class of products and services in any geographic territory.

The names, brands, images and logos provided by each party in connection with the use of the Platform and the Services remain the exclusive property of their owner.

Each party declares to have all the rights in particular of intellectual property and/or necessary authorizations for these elements, guarantees the other and holds them harmless against all complaints, requests, possible actions by third-parties in particular for the violation of their Intellectual Property Rights.

As part of each Campaign, the Customer expressly authorizes Skeepers to create a space or a page in the colors of its sign and/or its brand and to affix this logo and/or brand in this space, next to the Skeepers' brand and logo.

Each party expressly authorizes the other to use its trade name or brand within the domain name that will be reserved and used to create the Customer's Campaign page.

Intellectual Property Rights License for Videos

The subscription of the Services by the Customer, subject to their full payment by the Customer, entails the concession of a right of operation and distribution of the Creators' Videos having been validated during the Campaigns. Under the terms of this license agreement, the said concession relates to the distribution of the Videos by the Customer, in all formats and media and in particular: (i) on the internet (in particular on the Customer's website and/or social networks, such as Facebook and Twitter, on the e-commerce site(s) on which the Customer offers his products for sale, whether or not he is the publisher of this e-commerce site) and this regardless of the generic or geographic suffix or the extension of the domain name of the Customer's website, and the country of receipt of the Video; (ii) at the Customer's points of sale (stores, corner), at fairs, shows, exhibitions and all other public events where the Customer will be present or represented; (iii) internally for the benefit of the members and employees of the Customer.

This license is granted for a period of twenty (20) years worldwide. The price of this license is included in the price paid by the Customer for the use of the Services.

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

Apart from the rights expressly granted to the Customer under the terms of the license agreement set out above or which would be concluded between the parties, the Customer does not, and will not, hold any rights over the other Videos produced by the Creators as part of the Campaigns. . Consequently, the Customer is particularly prohibited from using, reproducing, distributing, fixing, disseminating, extracting, communicating to the public, representing, or exploiting these in any way and on any medium whatsoever. Failing this, the Customer will be liable to prosecution for infringement. In any event, the Customer agrees to guarantee and hold Skeepers harmless in the event of any recourse, complaint, request or action resulting from the illegal or unauthorized use of the Videos.

Skeepers reserves the right to suspend or terminate the Services, automatically and without notice, in the event of violation by the Customer of the terms of this article, without prejudice to any damages that it may claim.

- **Responsibilities**

Skeepers will make its best efforts to ensure the proper functioning of the Platform and allow the Customer to benefit from the Services. However, being a simple obligation of means, Skeepers will not be responsible and will not be required to compensate for direct or indirect, material or immaterial damages that the Customer may suffer as a result of malfunctions of the Platform and in particular: (i) taking into account the very nature of the Internet, due to the speeds of access to the Platform, opening and consultation of the pages of the Platform, external slowdowns, suspension or inaccessibility of the Platform; (ii) in the event of force majeure as defined by law and jurisprudence, breakdowns and technical problems; (iii) in the event of intrusion by third parties, which may, where appropriate, lead to the suspension, termination of the Platform and/or loss of content; (iv) if the Platform is found to be incompatible or malfunctions with certain Client software, configurations, operating systems or equipment.

In addition, the liability of Skeepers can in no case be sought by the Customer in the event of non-compliance by the latter with its obligations stipulated in the General Conditions and non-compliance with its legal or regulatory obligations.

Skeepers is only the Platform editor and is responsible for organizing Campaigns on behalf of its Customers. Skeepers does not have any control of the content of the Videos other than a simple control of moderation (checking that the Videos do not contain any offensive or hate speech, or which is contrary to public order) and compliance with the technical specifications imposed by the Customer (duration and format of the Video in particular). Under no circumstances can Skeepers be held liable for the content of the Video and in particular the conditions under which the products and services are used in the Video and any advice on use given by the Creator. Any modification made to the Video by the Customer or any person authorized or designated by him will also automatically exclude Skeepers from liability for any reason whatsoever.

In any event, in cases where Skeepers is held liable, for whatever reason this may be, for the amount of reparations due for the damages invoked, whether these are direct and/or indirect, material and/or immaterial, including costs, fees and other damages suffered by the Customer or third parties, will be limited to the price actually paid by the Customer for the Services subscribed during the last twelve months.

Skeepers does not in any way guarantee the Customer with the return on investment expected or hoped for by the Customer as a result of the Services subscribed and the Videos used by the latter. Indeed, Skeepers only bears a simple obligation of means which cannot result from this since obtaining the result of a Campaign is inherently random.

APPENDIX 2 - AGREEMENT RELATING TO THE PROCESSING OF PERSONAL DATA

The Customer entrusts Skeepers with various services described in the Service Agreement. In this context, Skeepers is required to process personal data on behalf of the Customer.

The purpose of this Agreement is to ensure compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of this data (known as the "General Data Protection Regulation", hereinafter "GDPR") as well as Law n° 78-17 of January 6, 1978 relating to the Data Protection Act.

This Agreement defines the conditions under which Skeepers will intervene on behalf of the Customer in order to perform the services subscribed to by the Customer:

- In some cases as a subcontractor, committing to perform on behalf of the Customer or Data Controller, the personal data processing operations resulting from Solutions Ratings & Reviews, CX Management;
- Sometimes as Joint Data Controller when Skeepers provides the Customer with the User Generated Video Solution.

The Parties have therefore come together to define the conditions under which Skeepers will carry out the processing of personal data as part of the Services.

In any event, each of the Parties undertakes to comply with all the requirements of the laws and regulations on the protection of Personal Data in force in France and in the EU.

The technical terms specific to the protection of personal data ("personal data", "processing", "controller", "processor" etc.) are understood as defined in Article 4 of the GDPR.

COMMON PROVISIONS

APPLICABLE WHEN SKEEPERS ACTS AS A SUBCONTRACTOR

When Skeepers is a subcontractor (Ratings & Reviews and CX Management services), Skeepers undertakes to process Personal Data only within the strict framework that is necessary for the execution of the Contract. This Agreement being an accessory to the Contract concluded between the Parties, it enters into force on the day of its signature and continues to apply as long as the services are in progress.

Skeepers undertakes to take all necessary precautions in order to preserve the confidentiality, integrity and security of the Personal Data entrusted to it under the Contract.

• Customer's obligations

It is recalled that the Customer determines, under his sole responsibility, the categories of Personal Data as well as the means and purposes of the processing covered by this contract.

The Customer must be able to justify the information given to the consumer regarding the processing of his Personal Data, at any time and on the simple request by the Skeepers company.

The Customer remains solely responsible to the consumer for any lack of information, inaccuracy, error or omission relating to his Data.

The Customer agrees to:

- comply, beforehand and throughout the duration of the processing, with the laws and regulations applicable to the protection of Personal Data and in particular the GDPR;
- inform consumers, before each order, of the processing covered by this contract and in particular of the sharing of some of their Personal Data with Skeepers;
- Provide Skeepers with the data referred to in this Agreement, and guarantee the lawfulness, accuracy and authenticity of the Data communicated, as well as their confidentiality. Skeepers cannot be held responsible for any non-compliance of data referred to in the GDPR or public order;
- document in writing any new instructions relating to the processing of Personal Data;
- ;
- ensure that the persons authorized to process the Data undertake to respect confidentiality or are subject to an obligation of confidentiality;
- guarantee consumers the effectiveness of the exercise of all the rights available to them under the GDPR;
- collaborate with Skeepers in order to enable it to fully fulfill its obligations relating to article 28 of the General Regulation on the Protection of Data, particularly in the event of illegal handling, security incidents, judicial supervision or data protection, violation of personal data and the rights of data subjects.

- **Obligations of Skeepers in its capacity as Subcontractor**

Skeepers agrees:

- Comply, in advance and throughout the duration of the processing, the laws and regulations applicable to the protection of Personal Data and in particular the GDPR;
- Inform consumers of the processing which is the subject of these Conditions in its Privacy Policy;
- That only staff having an interest in processing the Personal Data entrusted to the Customer are authorized to access it and that they are subject to an obligation of confidentiality;
- To process the data only for the sole purpose(s) which is/are the subject of the subcontracting;
- Process data in accordance with the Customer's documented instructions contained in this Agreement, unless Skeepers is required to do so under Union law or the law of the Member State to which it is subject. In this case, Skeepers informs the Customer of this legal obligation before processing, unless the law prohibits it for important reasons of public interest. If Skeepers considers that an instruction constitutes a violation of the Regulations in force, or of any other provision of Union law or of the law of the Member States relating to data protection, it shall immediately inform the Customer thereof. It then reserves the right, without the Customer being able to incur liability, not to follow the instruction given, while continuing to carry out the processing of personal data which is the subject of the processing;
- To guarantee the confidentiality of Personal Data processed within the framework of this Agreement and in execution of the Contract for the provision of services;
- Ensure that the persons authorized to process Personal Data, under this Agreement:
 - o Undertake to respect confidentiality or be subject to an appropriate legal obligation of confidentiality;
 - o Receive the necessary training in the protection of Personal Data;
- Take into account, with regard to its tools, products, applications or services, the principles of data protection from the design (privacy by design) and data protection by default (privacy by default).
- Keep a register of the processing operations for Personal Data carried out on behalf of the Customer, in accordance with the current Regulations in force.
- Collaborate with the Customer in the event of future change(s) of the Regulations in force, in order to foresee any updates that will be necessary to ensure compliance.

- **Instructions**

By default, the conclusion of the Contract and this Agreement, the achievement of the object of the Contract as well as the use of the Solutions and their functionalities in accordance with the Contract constitute the Customer's documented instructions.

Any instruction exceeding or modifying the documented instructions referred to in this article will be the subject of an estimate and separate invoicing. Skeepers reserves the right not to take into account any additional instructions or modifying the instructions defined in this article, which are not documented in writing.

- **Subcontracting**

Skeepers has general authorization from the Customer regarding the recruitment of subsequent subcontractors, based on an agreed-upon list in Appendix A. Skeepers specifically informs the Customer by email of any plan to modify this list by adding or replacing subsequent subcontractors, at least fifteen (15) days before, so that the Customer has sufficient time to be able to object to these changes. Skeepers provides the Customer with the necessary information to enable him to exercise his right of objection. The absence of a response from the Customer within fifteen (15) days from the date of sending the notification email shall constitute acceptance of the subsequent intended subcontractor(s). In the event of refusal by the Customer of the intended subsequent Subcontractor which would oblige Skeepers to resort to another subsequent Subcontractor who would present more expensive services suitable for the Customer, an estimate including the price difference between the subsequent Subcontractor initially chosen by the Service Provider and the one finally accepted by the Customer will be presented and must be signed by the Customer within fifteen (15) days, failing which the first subsequent Subcontractor will be automatically chosen without recourse or compensation of any kind whatsoever for the Customer. Skeepers and its Subsidiaries impose on subsequent sub-contractors, in substance, the same data protection obligations as those imposed on Skeepers under this Agreement. Skeepers ensures that subsequent sub-contractors present the same sufficient guarantees as to the implementation of the appropriate technical and organizational measures, so that the processing meets the requirements of the Regulations in force.

Skeepers and its Subsidiaries are committed to the respect by subsequent subcontractors of all the obligations of this Agreement, as well as of the Regulations in force. If the subsequent subcontractors do not fulfill their obligations in terms of data protection, Skeepers remains fully liable to the Customer for the performance by the other subcontractors of its obligations and undertakes to demand compliance from the defaulting subsequent subcontractor as soon as possible and/or to change the subsequent subcontractor.

- **Data transfer**

Skeepers does not store or transfer any Personal Data outside the European Union, unless expressly agreed with the Customer. If it is required to do so, by virtue of Union law or the law of the Member State to which it is subject,

it then informs the Customer of this in advance and in writing, unless the law concerned prohibits such information for important reasons of public interest.

In the event that a transfer of Personal Data outside the European Union must be governed by the conclusion of standard contractual clauses adopted by the European Commission in their latest version in force, the Customer expressly gives Skeepers the authority to sign said standard contractual clauses in the name, and on behalf, of the Customer.

Skeepers undertakes to implement the additional measures necessary to ensure the compliance of processing outside the EU and the EEA with the Regulations in force taking into account the decision of the Court of Justice of the European Union dated July 16, 2020.

- **Exercise of personal rights**

It is the Customer's responsibility to provide adequate information to the Persons concerned through the data processing operations, through its Privacy Policy, or any other dedicated document, in accordance with the provisions of Articles 12 et seq. of the GDPR.

The Customer clears Skeepers of any costs that may be required from them, due to a failure to comply with articles 12 to 22 of the GDPR which is attributable to him, while Skeepers had informed him of his obligations with regard to the regulations in force, including:

- a) costs (including legal fees), claims, demands, actions, settlements, charges, proceedings, expenses, losses and damages (whether material or not, and including in the event of emotional distress), criminal fines;
- b) loss or damage to reputation, brand or image;
- c) to the extent permitted by applicable law:
 - i) administrative fines, penalties, sanctions, debts or other remedies imposed by a Supervisory Authority and
 - ii) compensation paid to one or more Persons affected.

Skeepers must help the Customer to fulfill his obligation to respond to requests to exercise the rights of Data Subjects: right of access, rectification, erasure and opposition, right to limit processing, right to data portability, the right not to be the subject of an automated individual decision (including profiling), etc.

Skeepers undertakes to send the Client, as soon as possible which may not exceed forty-eight (48) hours, working days, to the address provided by the Customer all requests for the exercise of rights which would be carried out with it by the Persons concerned and to communicate to the Customer all the necessary information on the processing carried out, in order to allow the Customer to respond to the Persons concerned.

- **Notification of personal data breaches**

Skeepers notifies the Customer of any breach of personal data within the meaning of the General Data Protection Regulation as soon as possible, without this exceeding forty-eight (48) hours, working days, after having become aware of it, by email, to the address provided by the Customer. In the absence of correctness of the contact details or in the event of a change of contact details not notified to Skeepers, the latter cannot be held responsible for the lack of notification, Skeepers committing to implement the necessary means to contact the Customer, without being bound by any obligation of result.

This notification is accompanied by any useful documentation to allow the Customer, if necessary, to notify this violation to the competent supervisory authority.

The notification sent to the Customer by Skeepers contains at least the information listed in article 33 of the GDPR. Since it is not possible to provide all the information at the same time, it may be communicated in stages without further undue delay.

Skeepers may take corrective measures, in the event of a proven emergency, and in particular the suspension of the hosting service in order to put an end to the violation and its possible consequences without prejudice to the contracts that bind it to the Customer. Skeepers recognizes that the Customer is the only one authorized to determine:

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

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

Skeepers can provide advice and assistance to the Customer that goes beyond its obligations under article 28. 3. f) of the General Data Protection Regulation. These services may be subject to a pricing scale. Thus, upon prior written request, formulated within a reasonable timeframe by the Customer, and after acceptance of the quotation by both Parties, Skeepers may notify the competent supervisory authority, in the name, and on behalf, of the Customer, of the violation(s) of the personal data in question.

Skeepers maintains, and makes available to the Customer, a register of security incidents, including in particular personal data breaches, and documents all relevant information concerning the circumstances of these incidents and breaches, the damage and the corrective measures taken in order to mitigate their effects, as well as the actions and measures taken to avoid any recurrence of such incidents or violations.

- **Help from Skeepers in the context of compliance by the Customer with its obligations**

Skeepers provides to the Customer within a maximum of eight (8) working days after the Customer's request, with the documentation required to demonstrate compliance with all its legal and contractual obligations.

Skeepers works with the Customer and makes every effort to help the Customer to prove that it complies with the obligations provided for by the Regulations in force, as well as by the supervisory authority.

Skeepers undertakes to help the Customer, to the extent of its skills and upon written request, to carry out impact analyses relating to data protection. Skeepers cannot be held responsible for the Customer's choice of whether or not to carry out an impact analysis, and if necessary to continue processing data despite the risks incurred.

Skeepers also undertakes to help the Customer with carrying out the prior consultation with the supervisory authority.

The assistance provided by Skeepers is limited to written documentation. Any additional request will be subject to a quotation.

- **Audit**

Subject to having previously requested in writing, from Skeepers or one of its Subsidiaries, information aimed at demonstrating that the Skeepers Group has complied with its obligations as a subcontractor (see previous point), and if the responses do not seem sufficient, the Customer may notify Skeepers, by registered letter with acknowledgment of receipt, of a request for an on-site compliance audit, relating to said processing under the Contract, duly substantiated, and in which the Customer will mention the appointed auditor, the date and scope of the auditor's intervention. These reservations do not apply in the event of an imminent risk relating to the security of Personal Data.

The Customer may not perform more than one (1) audit per year. The Customer must respect a notice period of one (1) month so that Skeepers or the Subsidiary concerned by the audit can organize themselves and make the necessary teams available so that the audit does not disrupt the work of the technical team.

This audit may be carried out by an internal structure of the Customer or by any authorized third party not competing with Skeepers. The appointed auditor must, by express written declaration, sign a confidentiality agreement (NDA) beforehand with the Customer and Skeepers.

The scope of the on-site audit will be strictly limited to the Skeepers' processes allowing for the operation of the Solutions in its capacity as a subcontractor for Personal Data processing. It will focus on verifying the compliance of processing with the provisions of this Agreement in one of the following areas:

- Application of security and safeguard procedures for personal data;
- Respect for the technical production methodology;
- Control of the technical means (system) on which the Skeepers Group platform operates.

The audit may not relate to the financial, accounting and commercial data of Skeepers or of the Subsidiary concerned by the audit.

In any case, the auditors must undertake in writing not to damage or disrupt the IT system of Skeepers or of the Subsidiary concerned and must present sufficient guarantees in this regard. The appointed auditor should not interfere with the activity of Skeepers when performing the audit. In such a case, the auditor agrees to take all necessary measures, in particular by interrupting the test phase. The audit can only be carried out during the opening hours of Skeepers, who will provide assistance to the auditor, within the limit of two (2) man days.

For its part, Skeepers undertakes to allow auditors appointed by the Customer to have access to the information necessary for their mission, it being understood that:

- Documents must be consulted at the premises of Skeepers or of the Subsidiary concerned by the audit and is limited to the subject of the tasks assigned to the auditors, the information collected cannot be used for other purposes;
- No reproduction, in whole or in part, of the documents may take place without the prior consent of Skeepers or the Subsidiary concerned, who may object for reasons of confidentiality;
- No personal data may be transmitted during or at the time of these audits.

As part of such an audit, Skeepers undertakes to provide all the access authorizations, documents and information necessary to the Customer or his representative to enable him to carry out all the necessary checks to determine his compliance with all the obligations defined in this clause as well as with the applicable legislation on the subject of Personal Data.

The Client expressing the need to carry out an audit shall bear all the costs incurred by this audit, including, but not limited to, the auditor's fees, his travel and accommodation costs, and reimburse Skeepers for all expenses and costs incurred by this audit, including those corresponding to the time spent on the audit by Skeepers' staff beyond the aforementioned two (2) man-days, based on the average man-day rate of the Skeepers staff who collaborated on the audit.

The Customer undertakes to communicate the results of the audit to Skeepers, and if it is found that Skeepers does not comply with its obligations under the laws and regulations applicable to the protection of Personal Data, the Parties will meet without delay to agree on the measures to be taken to remedy the shortcomings thus identified.

In this case, Skeepers undertakes to implement, at its expense, all corrective measures decided upon between the Parties, in order to bring the processing into line with industry standards at the time and with the applicable

Regulations; within sixty (60) days of the decision of the corrective measures to be implemented taken by the Parties.

The Parties acknowledge that all reports and information obtained as part of this audit are confidential information.

- **Use of Data**

Notwithstanding the foregoing, Skeepers may compile aggregated and anonymized statistical information and make it public, provided that it does not identify the Customer's confidential information and does not include any Personal Data. Skeepers will retain all intellectual property rights on the results of this statistical processing. In addition, Skeepers may use the data to comply with legal accounting and/or regulatory obligations.

- **Security measures**

Skeepers recognizes that security is a fundamental criterion for the Customer, and that compliance by Skeepers with the security requirements defined in this Agreement constitutes an essential and decisive obligation of the Customer's consent to the Contract.

Skeepers undertakes to enforce all the security measures described in article 32 of the GDPR and contractually, both by its staff and by any person acting under its authority.

- **Output data**

At the end of the Contract, for whatever the cause, Skeepers undertakes, at the option of the Customer to:

Destroy all personal data; or

Return all Personal Data to the Customer, or to the subcontractor appointed by the Customer, no later than fifteen (15) calendar days following the Customer's request, in a readable or interoperable form agreed between the Parties, and to destroy all copies of the Customer's personal data that it may hold, except for the protection of its own rights and the respect of its contractual obligations. Restitution on another medium and in a different format is possible, on request, and subject to technical feasibility and acceptance of the quotation by the Customer.

Upon written request from the Customer, Skeepers must certify the effective destruction of the Customer's personal data within fifteen (15) calendar days following said request.

The Customer reserves the right to carry out any verification it deems necessary in order to confirm the fulfillment of these obligations within sixty (60) days of the certificate of destruction of personal data.

This section will remain in effect after expiration or termination of the Agreement for any reason whatsoever.

- **Data protection officer**

Skeepers has appointed a Data Protection Officer. His email address is: privacy@skeepers.io

- **Modification and termination**

- **Modification of the contract**

The Agreement can only be modified by the mutual, express, and written agreement between the Parties, in which case any possible modifications or derogations whatsoever will be annexed to this Agreement and will become an integral part thereof, in particular in the event of a change in the law or the regulations.

- **Automatic termination**

The termination of all service contracts with Skeepers will result, as of right and without any formality, in the immediate termination of this Agreement.

The data collected during the execution of the contract will be destroyed in accordance with article 14 except for the protection of Skeepers own rights.

- **Liability in the matter of personal data protection**

In their relationship, each Party is liable to the other for damages caused by any breach of its obligations under this Contract and the Regulations in force.

Consequently, each Party guarantees the other against any harmful consequences resulting from the failure to comply with its obligations.

In the event that the Customer is convicted for breach of regulations resulting from use of the services not in accordance with this contract, and if this situation is prejudicial to Skeepers, the Customer shall compensate Skeepers in full.

In the event that Skeepers is convicted for breach of regulations resulting from the continued provision of services in accordance with the Customer's instructions, for which Skeepers has informed the Customer of the potentially non-compliant nature of the regulations, the latter shall compensate Skeepers in full.

If one of the assumptions set out above is fulfilled, the Customer undertakes to reimburse Skeepers for all costs resulting from the handling of the latter's dispute.

- **Dispute**

- **Dispute prevention measures**

Before the occurrence of a dispute and/or the risk of a dispute arising between the Parties at the time of the interpretation, execution or termination of this Agreement, the Parties shall come together to agree on measures to avoid this. In the event of contradiction with other contractual documents, this Agreement shall prevail.

○ **Amicable settlement**

Should a dispute arise relating to the application of this Agreement, the Parties undertake to work together to settle this soon as possible. In the event that the Parties do not manage to reach an agreement within 2 months, they can, by mutual agreement, appoint a mediator. The costs of the mediation are shared equally between the two Parties.

● **Applicable law and jurisdiction**

This Agreement is governed by French law.
 In the absence of an amicable agreement not subject to appeal, any dispute will be submitted to the administrative courts of Marseille, to which the Parties attribute territorial jurisdiction regardless of the place of use of the Service or the domicile of the defendant. This clause, by express agreement of the Parties, shall apply even in the event of summary proceedings.
 If one or more stipulations of this Agreement are held to be invalid or declared as such in application of a law, a regulation or following a definitive decision by a competent court, the other stipulations shall retain their full validity, unless these are inseparable from the invalid provision.

RATINGS & REVIEWS

● **Processing of the Personal Data of Consumers**

In order for the Solution covered by this contract to function and in particular for Customer Reviews to be collected in accordance with standard ISO 20488 and to be visible on the Internet, the Parties must necessarily collect and process some of the consumers' Personal Data.
 It is in fact only after having received the consumer database containing said Data that the Skeepers company will be able to collect Reviews concerning the quality of the Customer's Products and/or services.

The Customer is "the data controller" and Skeepers "the subcontractor" within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR), thus, Skeepers is authorized to process Personal Data on behalf of, and under the instructions of, the Customer.

The table below details the data processing implemented by SKEEPERS on behalf of the Customer

<p>Nature of the operations carried out on personal data</p>	<ul style="list-style-type: none"> ■ Receipt ■ Collection ■ Registration ■ Conservation ■ Modification ■ Consultation/Access ■ Use ■ Erasure ■ Organization □ Structuring □ Adaptation ■ Extraction ■ Communication ■ Dissemination ■ Provision □ Reconciliation □ Interconnection □ Limitation □ Destruction
<p>Purposes of personal data processing operations carried out by SKEEPERS on behalf of the Customer</p>	<ul style="list-style-type: none"> ● Management, publication and dissemination of consumer reviews on the Customer's website, as well as on partner commercial sites and Search engines; ● Measure consumer satisfaction with the product sold or with the performance of the Data Controller following the purchase of one or more products on the e-commerce platform; ● Receipt of Customer data; ● Sending email/SMS campaigns;

	<ul style="list-style-type: none"> ● Receipt, management and moderation of Customer consumer reviews; ● Extraction and analysis of verbatim, key words and verbatim polarity; ● Allow the Data Controller to answer the questions/needs of his customers in the event of dissatisfaction with said purchase; ● Publication of consumer opinions on the Customer's site and on search engines. ● Anonymization.
<p>Categories of personal data processed</p>	<ul style="list-style-type: none"> ● Consumer's last name; ● Consumer's first name; ● First name and first letter of the Consumer's last name on the published Reviews; ● Consumer's email; ● Order number/reference; ● Order date; ● IP address; ● The date of publication of the Customer Review; ● The Product purchased; ● The place of Purchase (in case of Purchase in store). ● The ratings assigned by the Consumer to his consumer experience; ● Their comments and observations on their consumer experience; ● The date and time of submitting the Review; ● The Consumer's response(s) to the comment(s) by the Trade partner in relation to a Review; ● The response(s) from Consumers to questions asked by Internet users on the Customer's site. ● Any action performed within the solution (logs): <ul style="list-style-type: none"> • User login, • Time at which the action was performed, • Page on which the action was performed, • Result of the action.
<p>Categories of persons concerned by the processing (hereinafter "Data subjects")</p>	<ul style="list-style-type: none"> ■ Customer's employees □ Customer Suppliers ■ Customer's customers □ Prospects of the Customer
<p>Retention period(s)</p>	<p>The personal data is kept for 18 months and then anonymized.</p> <p>Reviews are kept for 5 years from the date of their publication before being deleted.</p> <p>The data is kept according to the following policy: SFTP servers: 30 days User logins: 6 months Database snapshots: 1 month backup retention</p> <p>Customer data (contact details, responses to questionnaires) processed by the solution are active and available on the customer's account for a period of two years. Beyond two years, contact information is deleted. Beyond two years, responses to questionnaires are archived for a period of one year. This archived data can be made accessible on request by the customer. Beyond one year, archived data is anonymized and kept for statistical purposes.</p> <p>Anonymization consists of substituting all personal data with fictitious data.</p> <p>Once anonymized, the data is no longer accessible by the customer.</p> <p>The retention period of active data and archived data can be based on customer requirements.</p>

CX Management

The Customer is "the data controller" and Skeepers "the subcontractor" within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR) ; thus Skeepers is authorized to process Personal Data on behalf of and under the instructions of the Customer.

The table below details the data processing implemented by SKEEPERS under the CX Management solution on behalf of the Customer.

<p>Nature of the operations carried out on personal data</p>	<ul style="list-style-type: none"> ■ Receipt ■ Collection ■ Registration ■ Conservation ■ Modification ■ Consultation/Access ■ Use ■ Erasure ■ Organization ■ Structuring □ Adaptation ■ Extraction ■ Communication □ Dissemination ■ Provision □ Reconciliation □ Interconnection □ Limitation ■ Destruction
<p>Purposes of personal data processing operations carried out by SKEEPERS on behalf of the Customer</p>	<ul style="list-style-type: none"> • Main purposes: <ul style="list-style-type: none"> ➢ Use of questionnaires, display of messages to visitors and users according to their profile, their behavior on the sites published by the CUSTOMER; ➢ Continuous enrichment of the CUSTOMER's database by collecting information in the CUSTOMER's CRM tool; ➢ Implementation of personalized marketing actions by increasing the performance of the CUSTOMER's marketing actions and improving the conversion rate. • Receipt of Customer data; • Implementation of CUSTOMER communication or promotion operations by sending informational, transactional or promotional messages to CUSTOMER contacts; • Invitation of CUSTOMER contacts to participate in a survey by sending messages; • Collection of information relating to the lived experience of customers, prospects, partners, employees... of the CUSTOMER's "customer insights": responses to surveys, opinions, information on lived experiences etc.; • Improving the usability of customer insights by applying enhancements, transformations and analyses determined by the CUSTOMER: data recoding, transcription, translation, semantic analysis etc.; • Allow the CUSTOMER to react, according to the insights collected, in order to address the risks/opportunities and expectations of its customers, prospects, partners, employees, etc.; • Re-engagement of CUSTOMER contacts based on collected insights; • Analysis of the insights collected to improve the customer experience, develop customer centricity in their organization, etc.

	Communication of summary results of insights analyses, and/or associated raw data.
Categories of personal data processed	<ul style="list-style-type: none"> • Consumer's last name; • Consumer's first name; • Consumer's email; • Account name; • Customer ID; • Customer feedback collected defined by the CUSTOMER (level of satisfaction, comments, etc.) "Raw insights"; • Insights to implement the re-engagement actions determined by the CUSTOMER.
Categories of persons concerned by the processing (hereinafter "Data subjects")	<ul style="list-style-type: none"> ■ Customer's employees ■ Customer's partners ■ Customer's customers ■ Prospects of the Customer
Retention period(s)	Personal data is kept for 24 months and then anonymized. Anonymized responses are then kept for a period of 12 months.

COMMON PROVISIONS

APPLICABLE WHEN SKEEPERS ACTS AS JOINT DATA CONTROLLER

The User Generated Video Solution, offered by Skeepers, allows video content to be created, but also enables the Customer to obtain ambassadors and promotional videos, and for Skeepers to retain the image rights of these.

The Client promotes, provides the data of its employees or customers or, failing that, chooses ambassadors who are preselected and proposed by Skeepers, the winning videos configured according to Skeepers' technical criteria, as well as the distribution channel for the video among those offered by Skeepers.

Skeepers takes care of the entire video content creation process, from recruiting to support in creating video content, according to the technical criteria defined by Skeepers, up to the manner in which it these are broadcast.

Thus, Skeepers and the Customer acknowledge that they act as Joint Data Controllers as defined in article 26 of the General Data Protection Regulation (hereinafter "GDPR"). They must comply with their legal obligations and have a common interest in maintaining the confidentiality and security of the Data they share (hereinafter "Shared Data").

The Parties have decided to formalize within this Agreement the specific conditions under which each of them will act as Joint Controllers for the processing of Shared Data. According to article 26 of the GDPR, the broad outlines of this agreement must be made available to the data subjects within, for example, privacy policies or any other appropriate document of the Parties in order to comply with their duty to inform, which they are committed to doing.

• Obligations of the parties

Each Party declares and guarantees that it has:

- established a legal basis for processing, in accordance with the Data Protection Law, to allow the legal transfer of Shared Data to the other Party for the purposes of executing this contract. Details of this legal basis will be made available to the other Party upon request;
- taken measures to ensure the reliability (including through adequate training) of staff, suppliers and subcontractors who may be required to process the Shared Data and to ensure that they are bound by the obligation of maintaining the confidentiality of Shared Data and to process Shared Data in accordance with the instructions of the Data Controller concerned;
- put in place appropriate technical and organizational measures to protect themselves against unauthorized or illegal processing of Shared Data and against accidental loss, destruction or damage to Shared Data, depending on the damage that could result from this and the nature of the data to be protected and taking into account the state of technological development and the cost of implementing these measures. These measures may include, where appropriate, pseudonymization and encryption of Shared Data, the prevention of unauthorized access, reading, copying, modification or deletion of shared data during transmission and/or electronic storage, ensuring the confidentiality, integrity, availability and resilience of its systems and services, ensuring that the availability and access to Shared Data can be restored in good time after an incident, taking measures to ensure that the Shared Data can be processed by logically separating it from the Personal Data of other customers of the service provider; and regular evaluation of the effectiveness of the technical and organizational measures adopted by it;
- the ability to provide assistance as reasonably required by the other Party - taking into account the nature of the processing of shared data - and to the extent possible, to (i) respond to and/or execute any request or

communication; and; (ii) assist the other Party in fulfilling its obligation to respond to Data Subjects in accordance with data protection legislation at the address provided, that of Skeepers, which is as follows: privacy@skeepers.io. The Parties undertake to have implemented an effective exercise of rights procedure which comprises several channels (email address, postal address, etc.) that can be used by the data subjects in order to be able to exercise their rights and that these rights are respected, if the request is lawful and is not subject to any exception. The Parties undertake to communicate to each other all requests for the exercise of rights which would have an impact on the data processing agreed between them as soon as possible and at the latest within forty (48) hours, in working days.

Taking into account the nature of the processing and of the information available to them, each Party undertakes to:

- help the other Party to comply with its own obligations under data protection law, including by transmitting all available information to the other Party to demonstrate the security of the Shared Data according to article 32 of the GDPR, to perform an impact study on privacy when necessary (articles 35 and 36 of the GDPR), as well as to prove to the supervisory authority that it complies with the obligations provided for by the Regulations in force;
- notify the other Party of any security incident resulting in a Personal Data breach according to the definition given by the GDPR, as soon as possible, without this exceeding forty-eight (48) hours, in working days, after having becoming aware of this, at the address provided by the Customer, that of Skeepers, which is as follows: privacy@skeepers.io. This notification is accompanied by the information in article 33 of the GDPR. If it is not possible to provide all the information at the same time, it can be communicated in stages without further undue delay. The Party who suffered the Personal Data Breach will communicate the findings of the investigation into this breach to the other as soon as they become available. It will also take all corrective measures reasonably necessary to minimize the negative effects of the Personal Data Breach, restore the security, confidentiality and/or integrity of the Shared Data and prevent a recurrence of this Personal Data Breach.

The Parties will consult together on whether the violation should be notified (i) to the competent supervisory authority, or even (ii) to the data subjects and will jointly decide on the content of the notification.

- immediately inform the other Party if it knows that a proceeding, inquiry or any other investigation has been opened by a supervisory authority regarding a possible violation of the Data Protection Legislation concerning the processing of Shared Data (or any finding or discovery made within the scope of this investigation) that could have a significant negative effect on this contract or on its ability to fulfill its obligations under this contract;
- complete the table below on shared personal data, keep complete and accurate internal records on the processing of shared data, including records and information to demonstrate compliance with this contract and the legislation relating to data protection, these registers having to be transmitted to the other Party on request and having to include: (i) a register of the Processing of Shared Data created within the scope of this contract; (ii) a record of any transfer of Personal Data (including relevant third-party countries and documentation relating to the safeguard measures taken); (iii) a list of the duties of the personnel having access to the Shared Data; and (iv) a description of the technical and organizational measures adopted. These registers must be kept up to date;
- carry out regular checks on the performance and execution of this contract and, if necessary, adapt its policies and technical and organizational measures in accordance with the legislation relating to Data protection.

- **Subcontracting**

For each Subcontractor hired by a Party likely to have access to Shared Data, this Party must: (i) carry out a prior assessment of this Subcontractor to ensure that it is able to meet the relevant obligations imposed on the Party concerned in application of this contract which must be subcontracted to this Subcontractor; (ii) ensure that an appropriate written contract, or standard contractual clauses, are signed between the Party concerned and each Subcontractor, in compliance with article 28 of the GDPR, the conditions of which must not be less strict than those of this contract; (iii) remain fully liable to the other Party for all acts and/or omissions of the Subcontractor likely to cause a breach of this contract by the Party concerned; (iv) provide, on request, the list of Subcontractors hired and who have access to the Shared Data.

Each Party informs the other of the Subcontractors involved in the Contract. The Skeepers Subcontractor Table can be found in appendix A. The Customer should attach his own list providing the same information in the appendix to this Contract.

Neither Party stores or transfers any Shared Data outside of the European Union, except as expressly agreed with the other Party. If a Party is required to do so, by virtue of Union law or the law of the Member State to which it is subject, it then informs the other Party of this in advance and in writing, unless the law concerned prohibits such information for important reasons of public interest. In the event that a transfer of Shared Data outside the European Union must be governed by the conclusion of standard contractual clauses adopted by the European Commission in their latest version in force, the Party concerned shall first inform the other Party of this, in writing, and communicate said clauses to them. The Party concerned undertakes to implement the additional measures necessary to ensure the compliance of processing operations outside the EU and the EEA with the Regulations in force, taking into account the decision of the Court of Justice of the European Union dated July 16, 2020.

- **Audit**

Upon prior written request from one of the Parties, the other Party will agree to cooperate and provide, within a reasonable time, the relevant documents demonstrating the Party's compliance with the Data Protection Legislation and/or its obligations under this contract, after censorship of all sensitive and confidential commercial information.

- **Access to Shared Data**

Whenever a Party provides the other Party with Shared Data, that Party guarantees: (i) that it has obtained the Shared Data legally and in accordance with data protection legislation; (ii) that it has the rights, authorizations and consents necessary to be able to legally provide the Shared Data to the other Party so that the latter can legally use and process the Shared Data in the manner and for the purposes provided for by this contract; (iii) to the best of its knowledge, the Shared Data is materially accurate, current and correct.

Each Party undertakes and guarantees to the other Party: (i) that it will process the Shared Data in accordance with the legislation relating to data protection; (ii) that it will make available to data subjects, upon request, the information required by data protection legislation with regards to Shared Data and this contract; (iii) that it will respond promptly to any request for information from supervisory authorities regarding the Shared Data; (iv) that it will take all appropriate measures to ensure compliance with the necessary technical and organizational measures; (v) that it has obtained all necessary licenses, permits and authorizations and has completed all registrations and other formalities required to legally discharge its obligations under this contract and the main Agreement; (vi) that there is no proceeding or investigation underway or, to the knowledge of the Party concerned, to be forthcoming, which has or could have a significant negative effect on this contract or on the ability of this Party to fulfill its obligations under this contract; (vii) that it is not aware, as of the effective date, of anything within its reasonable control that has or may have an adverse effect on its ability to meet its obligations under this contract.

Each Party undertakes to promptly inform the other Party if it becomes aware of any procedure, inquiry or any other investigation which will have or could have a significant adverse effect on this contract or on its ability to discharge its obligations under this contract.

Each Party is responsible, vis-a-vis the other Party, for direct damage that itself, its possible subcontractors or its staff could cause during the execution of this contract or the application of data protection legislation.

Each Party may under no circumstances be held liable for indirect damage suffered by the other Party which may arise as a result of, or during the execution of, this contract and its consequences. By indirect damage, we mean, in particular, loss of earnings or profit, loss of opportunity, commercial damage, the consequences of complaints or claims by third parties against the other Party.

- **Output data**

At the end of the Contract, for whatever the reason, the Parties will consult each other to determine whether the Shared Data:

- Must be destroyed; or
- Must be returned to the other Party, or to the subcontractor appointed by the other Party, no later than fifteen (15) calendar days following its request, in a readable or interoperable form agreed between the Parties, and to destroy all copies of Shared Data that it may hold, except for the protection of its own rights and the respect for its contractual obligations.

Upon written request, each Party must certify the effective destruction of the Shared Data if this is the solution adopted within fifteen (15) calendar days of said request.

- **Data protection officer**

Skeepers has appointed a Data Protection Officer. His email address is: privacy@skeepers.io. The Customer will communicate to the Skeepers Data Protection Officer the email address of its Data Protection Officer or, failing that, any point of contact in charge of this subject.

- **Modification and termination**

- **Modification of the contract**

The Agreement can only be modified by the mutual, express, and written agreement between the Parties, in which case any possible modifications or derogations whatsoever will be annexed to this Agreement and will become an integral part thereof, in particular in the event of a change in the law or the regulations.

- **Automatic termination**

The termination of all service contracts with Skeepers will result, as of right and without any formality, in the immediate termination of this Agreement.

The data collected during the execution of the contract will be destroyed in accordance with article 14 except for the protection of Skeepers own rights.

- **Liability in the matter of personal data protection**

In their relationship, each Party is liable to the other for damages caused by any breach of its obligations under this Contract and the Regulations in force.

Consequently, each Party guarantees the other against any harmful consequences resulting from the failure to comply with its obligations.

In the event that the Customer is convicted for breach of regulations resulting from use of the services not in accordance with this contract, and if this situation is prejudicial to Skeepers, the Customer shall compensate Skeepers in full.

In the event that Skeepers is convicted for breach of regulations resulting from the continued provision of services in accordance with the Customer's instructions, for which Skeepers has informed the Customer of the potentially non-compliant nature of the regulations, the latter shall compensate Skeepers in full.

If one of the assumptions set out above is fulfilled, the Customer undertakes to reimburse Skeepers for all costs resulting from the handling of the latter's dispute.

- **Dispute prevention measures**

Before the occurrence of a dispute and/or the risk of a dispute arising between the Parties at the time of the interpretation, execution or termination of this Agreement, the Parties shall come together to agree on measures to avoid this. In the event of contradiction with other contractual documents, this Agreement shall prevail.

- **Amicable settlement**

Should a dispute arise relating to the application of this Agreement, the Parties undertake to work together to settle this soon as possible. In the event that the Parties do not manage to reach an agreement within 2 months, they can, by mutual agreement, appoint a mediator. The costs of the mediation are shared equally between the two Parties.

- **Applicable law and jurisdiction**

This Agreement is governed by French law.
 In the absence of an amicable agreement not subject to appeal, any dispute will be submitted to the administrative courts of Marseille, to which the Parties attribute territorial jurisdiction regardless of the place of use of the Service or the domicile of the defendant. This clause, by express agreement of the Parties, shall apply even in the event of summary proceedings.
 If one or more stipulations of this Agreement are held to be invalid or declared as such in application of a law, a regulation or following a definitive decision by a competent court, the other stipulations shall retain their full validity, unless these are inseparable from the invalid provision.

The table below details the data processing implemented by SKEEPERS under the User Generated Video solution

<p>Nature of the operations carried out on personal data</p>	<ul style="list-style-type: none"> ■ Receipt ■ Collection ■ Registration ■ Conservation ■ Modification ■ Consultation/Access ■ Use ■ Erasure □ Organization □ Structuring □ Adaptation ■ Extraction ■ Communication ■ Dissemination ■ Provision □ Reconciliation ■ Interconnection □ Limitation ■ Destruction
<p>Purposes of the personal data processing operations carried out by SKEEPERS under the User Generated Video solution</p>	<ul style="list-style-type: none"> • Main purpose: <ul style="list-style-type: none"> ➢ Creation, processing and distribution of promotional videos on the Internet • Management of participation in Campaigns, delivery of Rewards • Receipt of data from the Customer's employees or customers; • Collection of information from users of the User Generated Video platform;

	<ul style="list-style-type: none"> • Processing of information from users of the User Generated Video platform for the management of applications; • Transfer of personal data to the Customer for the selection of users; • Processing of information from users of the User Generated Video platform for the production of videos; • Receipt of personal information from the Customer's employees to provide access to a platform; • Export of personal information of users of the User Generated Video platform linked to the Customer; • Management of image rights; • Video distribution. • Data analysis, identification of usage trends • Marketing and statistical analyses
Categories of personal data processed	<ul style="list-style-type: none"> • Last name; • First name; • Photo; • Video; • Date of birth; • Email; • Telephone number; • Username; • Password; • Connection logs; • Postal address; • Areas of interest; • Information published on social networks; • IP address; • History and details of participation in the Campaigns; • Number and dates of Videos and Content published on the Platform; • Reviews and votes on the Videos.
Categories of persons concerned by the processing (hereinafter "Data subjects")	<ul style="list-style-type: none"> ▪ Users of the solution ▪ End customers/consumers or prospects of the Customer ▪ Customer contacts and business partners ▪ Employees or external employees hired by the Customer
Retention period(s)	18 months. 20 years for video images.

The table below details the data processing implemented by the CUSTOMER regarding the Shared Data

Nature of the operations carried out on personal data	<ul style="list-style-type: none"> ▪ Receipt ▪ Collection ▪ Registration ▪ Retention ▪ Modification ▪ Consultation/Access ▪ Use ▪ Erasure ▪ Organization ▪ Structuring ▪ Adaptation ▪ Extraction ▪ Communication ▪ Dissemination ▪ Provision ▪ Reconciliation ▪ Interconnection ▪ Limitation
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<p>Purposes of the personal data processing operations carried out by the CUSTOMER</p>	<ul style="list-style-type: none"> ▪ Destruction • Main purpose: • Creation, processing and distribution of promotional videos on the Internet
<p>Categories of persons concerned by the processing (hereinafter "Data subjects")</p>	<ul style="list-style-type: none"> ▪ Users of the solution ▪ End customers/consumers or prospects of the Customer ▪ Customer contacts and business partners ▪ Employees or external employees hired by the Customer

APPENDIX A: List of Subcontractors of SKEEPERS

Subcontractor within the scope of the service	Nature of the procedure	Execution venues	Solution(s) in question
Amazon AWS-Cloud	Main host	Ireland	Ratings & Reviews
Amazon Web Services	IP location	Luxembourg	Ratings & Reviews
Microsoft Azure - Cloud	Host	France	Ratings & Reviews, CX Management
OVH	Solution host	France	CX Management
Fullsave	Accommodation	France	CX Management
Google Cloud Platform	Main host	Netherlands	User Generated Video
Google Cloud Platform	Verbatim analysis	Ireland	Ratings & Reviews
Mailjet	Sending email	France	Ratings & Reviews, CX Management, User Generated Video
Mindbaz	Sending email	France	Ratings & Reviews
Sendethic	Sending email	France	CX Management
Sendinblue	Sending email	France	CX Management
Dolist	Sending email	France	CX Management
MTARGET	Sending email	France	CX Management
AllMySMS	SMS sending	France	Ratings & Reviews
SAP	SMS sending	France	CX Management
Sinch Communications	SMS sending	Ireland and Germany	CX Management
Synapse	Semantic analysis of verbatim	France and the Netherlands	CX Management
Firebase	Platform Connection Manager	Netherlands	User Generated Video
Typeform	Form creation	Spain	User Generated Video
Uploadcare	Uploading videos to the platform	United States	User Generated Video
Cloudflare	Video cache manager	N/A	User Generated Video
iScale	Video and subtitle processing	Madagascar	User Generated Video