

Kwanko General Terms & Conditions

1. Parties

These General Terms and Conditions apply between Kwanko, a limited liability company (SA) with capital of EUR 78,456.46, registered in the Commercial Register of Nanterre under number 440 546 885, having its registered office at 60, boulevard du Maréchal Joffre 92340 Bourg-la-Reine, represented by Mr François Bieber, in his capacity as Chairman of the Board of Directors.

HEREINAFTER REFERRED TO AS: "Kwanko",
OF THE ONE PART

AND the advertiser or its agent which contracts for the purpose of purchasing a service from the company Kwanko.

HEREINAFTER REFERRED TO AS: "the Advertiser"
OF THE OTHER PART

2. Preamble

1 The advertiser publishes a website on which it markets products and/or services.

2 The advertiser wishes to increase the numbers of visitors to its website and the number of commercial operations which are conducted on it.

3 To do so, it plans to use an affiliate programme.

4 Kwanko has tools that allow the advertiser to implement an affiliate programme.

5 To do so, Kwanko has an Internet platform allowing the advertiser to organise its affiliate programme, accessible at the URL: <http://www.netaffiliation.com>.

6 The advertiser states:

- ✓ Having familiarised themselves with the conditions under which the platform operates and the services offered by Kwanko;
- ✓ Having all the necessary information to consider that the platform as it is offered is in line with its expectations, its objectives and the desired performance;
- ✓ Having sufficient skills to implement an affiliate programme;
- ✓ Having the necessary marketing and technical

skills to use the platform under optimal conditions;

- ✓ Complying with the necessary technical prerequisites;

✓ Being well aware that Kwanko acts simply as a technical intermediary.

7 After a negotiating phase, the parties have reached agreement on the following bases.

3. Definitions

8 The terms defined below shall have between the parties the following meanings:

- "Affiliate marketing": a marketing practice by which an advertiser has its commercial offers (products or services) disseminated to a promotion force consisting of a network of websites, the affiliates;
- "Advertiser": A natural or legal person publishing online services or content on the Internet signed up to the platform and offering an affiliate programme;
- "Affiliate": A natural or legal person publishing online services or content on the Internet in order to present links pointing to the advertisers' websites in return for remuneration;
- "Platform": a Kwanko online service accessible at the URL <http://www.netaffiliation.com>, on which affiliate programmes can be defined, registered and disseminated for advertisers. This online service includes a software that counts the number and the nature of the events made between the affiliates' website and the advertisers' website;
- "Event": any element or any action that creates a right to remuneration for the benefit of Kwanko and/or its affiliates;
- "Web User": A natural or legal person connected to the Internet network in order to perform operations, whether interactive or not, such as viewing websites, exchanging information or carrying out legal transactions such as buying products or services;

- "Intellectual Property Right": any element protected by a provision of the Intellectual Property Code;
- "Personal Data": any information relating to an identified natural person or who can be identified, directly or indirectly, by reference to an identification number or to one or more elements which are particular to that person;
- "Order": means any undertaking entered into by the advertiser to Kwanko through the platform or by any other means whatsoever and in particular by email, fax or purchase order;
- "Tracking": means all the technical elements used to determine the path followed and the actions performed by a web user on the network;
- "Post-Click Time": means the time during which an event is counted following a click by a web user on one of the elements of the advertiser's affiliate programme;
- "Post-View Time": means the time during which an event is counted following a display of one of the elements of the advertiser's affiliate programme.

4. Object

9 These General Terms and Conditions have as their object to set out the terms and conditions under which the advertiser can use the Kwanko platform to implement an affiliate programme.

5. Contractual Documents

10 The contractual documents which bind the advertiser to Kwanko are, in descending order of priority:

- These General Terms and Conditions;
- Any specific conditions and any special conditions;
- The purchase orders;
- The statistics relating to the advertiser's affiliate programme presented on the latter's account;
- The information presented on the platform;
- The exchange of emails and information between Kwanko and the advertiser relating to the performance of these General Terms and

Conditions.

6. Enforceability

11 These General Terms and Conditions are enforceable on the advertiser as of its acceptance, regardless of the form (paper or digital).

12 In all cases, on the date of the creation of the advertiser's account, these General Terms and Conditions are deemed to have been read and accepted by the advertiser.

13 Kwanko reserves the right to make to these General Terms and Conditions all changes that it deems necessary and useful.

14 Kwanko undertakes to communicate to the advertiser the new General Terms and Conditions. Unless notice of termination is made by the advertiser within a period of 30 (thirty) days of the availability of a new version of the General Terms and Conditions, these shall be enforceable on the advertiser. Likewise, the new General Terms and Conditions shall be fully enforceable on the advertiser as soon as it has used the Kwanko affiliate platform after the new General Terms and Conditions have been made available.

15 The General Terms and Conditions shown online on the Kwanko platform take precedence over any printed version of an earlier date.

7. Term – Entry into Force

16 These General Terms and Conditions shall enter into force on the date of signature by the parties.

17 If they are signed on different dates, the most recent date is considered by the parties as being the actual signing date of the General Terms and Conditions.

18 These General Terms and Conditions are entered into for an initial period of one (1) year from the date of their entry into force.

19 At the end of this initial period, these General Terms and Conditions shall be renewed tacitly for annual periods, unless terminated by one or other of the parties provided a notice period of three (3) months is given before each annual renewal date, notified by registered letter with acknowledgement of receipt.

8. Advertiser Account

8.1 Opening of the Advertiser Account

20 The use of the Kwanko platform presupposes the

opening of an account by the advertiser on the said platform.

21 The advertiser account can be opened by the advertiser:

ARTICLE I. either online by the advertiser itself following the instructions and information contained on the Kwanko affiliate platform;

ARTICLE II. or by Kwanko.

22 The procedure for opening an advertiser account includes different steps.

23 When registering, the advertiser must provide the information required by Kwanko. This information must be accurate and supporting evidence presented at Kwanko's first request. This information must be updated by the advertiser.

24 The advertiser must provide a valid email address which will enable, in particular, a registration confirmation email to be sent in which its password and the e-mail address corresponding to its advertiser account will be indicated.

25 It is the advertiser's responsibility to ensure that it alone has access to the e-mail containing the said password.

26 The advertiser, who may change its password at any time on Kwanko's affiliate platform, is asked to do so during its first connection and to change it regularly.

27 The advertiser alone is responsible for keeping its password and keeping it confidential and, therefore, of the consequences of an involuntary disclosure to anyone.

28 Any use of the advertiser account using the password assigned to the advertiser or modified by it is assumed to originate solely from the latter, which it expressly accepts.

29 No operation may be performed without this password or the e-mail address corresponding to its advertiser account.

30 The password and the e-mail address corresponding to its advertiser account are personal and confidential.

31 The advertiser must notify Kwanko promptly of any compromise to the confidentiality of its password or any use by a third party of which it becomes aware.

32 From the date of receipt of this notification, Kwanko

will, within a reasonable time and at the latest within two (2) working days, delete the password allowing access to the advertiser account.

33 A new password will then be sent to the advertiser in an e-mail.

8.2 Access to the Advertiser Account

34 Access to the advertiser account is only possible after identification of the advertiser through access codes: an e-mail address corresponding to the advertiser account and a password.

35 The advertiser account is normally accessible 24 hours a day, 7 days a week.

36 Kwanko reserves the right, without notice, or compensation, to temporarily or permanently shut down the advertiser account to perform an update, modifications or changes to the operational methods, the servers and the access times, without this list being exhaustive.

37 Kwanko reserves the right to supplement or change its remote services and the advertiser account at any time in line with changes to the technology.

38 It will be the advertiser's responsibility to monitor the possibilities of changes to the IT resources and transmission at its disposal so that these resources can be adapted to the changes in the advertiser account and remote services offered by Kwanko.

39 In the event of an interruption or impossibility to use the advertiser account, the advertiser can always contact Kwanko's customer service department for information.

8.3 Security of the Advertiser Account

40 The advertiser account is an automated data processing system. Any fraudulent access to it is prohibited and is a criminal offence.

41 Kwanko makes its best efforts, in accordance with best practice, to secure the advertiser account having regard to the complexity of the Internet. It cannot guarantee absolute security.

42 The advertiser states it accepts the characteristics and limits of the Internet. It states that it is aware that the data circulating on the Internet are not necessarily protected, in particular against possible misappropriation.

43 It acknowledges being aware of the nature of the

Internet network, and in particular, its technical performance and response time for viewing, querying or transferring the data.

44 The advertiser has a duty to inform Kwanko of any failing in the advertiser account.

9. Prerequisites

45 Prerequisites of different kinds are needed in order to use the Kwanko platform and to implement an affiliate programme.

9.1 Technical Prerequisites

46 The advertiser undertakes to make available to Kwanko the information and elements (in particular the IT files containing the hypertext links, images and associated codes) allowing for the implementation of affiliate programme by the Kwanko affiliate network.

47 The advertiser undertakes to establish on its website an "affiliate marketing" section in which it presents the programme established on the platform and a redirect link to the presentation page of this programme on the platform, a page produced by Kwanko.

48 The advertiser will also establish on its website all the elements required to implement the affiliate programme.

9.2 Prerequisite Tests

49 In order to implement an affiliate programme for an advertiser, Kwanko must carry out technical tests.

50 As part of these tests, Kwanko may make one or more purchases on the advertiser's website. As soon as this purchase test is validated by Kwanko, the advertiser undertakes to cancel this purchase provided that this cancellation is technically possible, and accordingly not to debit the price from the Kwanko account or send it a parcel containing the item purchased.

51 Should the cancellation not be made by the advertiser and/or the price of this purchase is debited from the Kwanko account, the amount of this purchase price will be charged by Kwanko to the advertiser and the package returned to the advertiser at its expense.

10. Services & Orders

52 The services offered by Kwanko regarding affiliate marketing are presented to the advertiser on the Kwanko platform.

53 The advertiser chooses the service or services that

is/are the most appropriate for its promotional objectives.

54 The advertiser is bound by the undertakings contained in the service or services that it has chosen and ordered.

55 With respect to contracts in an electronic form, the provisions of Article 1369-5 and 1° to 5° of Article 1369-4 of the Civil Code are expressly excluded.

11. Financial Terms

56 The terms and conditions of remuneration of affiliates under the affiliate programme established by Kwanko are defined on the platform.

57 Kwanko is responsible for paying the amounts due to the affiliates.

58 The amounts due to affiliates under the affiliate programme set up on the platform are calculated using data recorded by Kwanko (hereinafter referred to as the "data" or the "statistics").

59 The platform records each event that has occurred through the affiliate programme. It is expressly agreed between the parties that the recordings made by the platform are used as a reference for the calculation of the events. Therefore, the recordings made by Kwanko are used as the reference for establishing the data taken into account for invoicing the sums payable by the advertiser to the affiliates and to Kwanko.

60 Kwanko is therefore solely responsible for counting the above-mentioned events. The advertiser acknowledges and agrees that the statistics compiled by Kwanko will apply and will be used as the official and final data between the parties.

61 The amount of the remuneration payable by the advertiser includes the remuneration of affiliates under the affiliate programme recorded on the platform and Kwanko's remuneration.

62 In order to benefit from Kwanko's services and allow it, in particular, to remunerate the affiliates, the advertiser must continuously supply its advertiser account with the minimum amounts contractually and previously defined with Kwanko.

63 No contractual undertaking may be enforced on Kwanko should the advertiser account not be supplied with the contractually defined minimum amounts.

64 Kwanko may nevertheless permit a maximum

outstanding amount for an advertiser account and readjust, accordingly, the amount of the standing advance previously fixed between the parties, without having to inform the advertiser of this.

65 As necessary, the advertiser acknowledges and agrees that Kwanko applies a post-view time of one (1) day and a post-click time of thirty (30) days.

66 In principle, Kwanko sends a single monthly invoice to the advertiser stating the amounts due by the advertiser to affiliates for the events that have occurred on the advertiser's website in the month preceding the invoicing month, whether or not these events have or have not undergone validation in accordance with the provisions of Article 14 of these General Terms and Conditions.

67 Kwanko invoices are payable on receipt, net and without deduction.

68 Bank charges related to the payment of the invoices issued by Kwanko to the advertiser are the advertiser's responsibility and will be deducted, if any exist, from payments made by the advertiser to its account.

69 Should the advertiser not pay all or part of an invoice issued by Kwanko within the 30 (thirty) day period from receipt of the said invoice by the advertiser, Kwanko may at its discretion apply the following penalty on the advertiser as default interest, without prejudice to its right to claim compensation for the harm caused to it by the said late payment.

70 The amount of this penalty is calculated on the following basis:

- 15% of the total of the said invoice;
- Late payment interest equivalent to 3 (three) times the legal French interest rate in force on the invoicing date, per day of delay;

● Recovery costs.

71 This penalty runs from the first day following the payment due date and until the payment day and Kwanko may invoice this penalty without prior formality.

72 Should the advertiser not pay all or part of an invoice issued by Kwanko within a 90 (ninety) day period from receipt of the said invoice by the advertiser, it will send to Kwanko, as a payment guarantee, the database and all of the elements relating to customers that it has constituted through the Kwanko affiliate network.

12. Change to the Advertiser's Website

73 Any change to the name of the advertiser's website and any change regarding its hosting site, its size, its object or its update frequency has no effect on the General Terms and Conditions which automatically apply as of right to the changed website.

74 These General Terms and Conditions shall apply to all the places where the advertiser's present or future website is or will be hosted and to all the websites that the advertiser may have in the future.

75 Should the advertiser divide its website into several different websites or create or acquire a new website, these General Terms and Conditions will automatically apply to all these new websites.

76 The advertiser undertakes to inform Kwanko without delay in the event of a significant change affecting the nature and the content of its website.

77 The advertiser undertakes to inform Kwanko as quickly as possible of any change to the website which could result in an alteration and/or a loss of tracking data recorded by the platform allowing Kwanko to calculate the remuneration due to it.

13. Tracking

78 Kwanko implements all tracking means. Kwanko provides the advertiser with the technical elements that it must install on its websites and the elements of its affiliate programme if necessary. The advertiser shall refrain from interfering with them in any way whatsoever.

79 In the case of a malfunction of the tracking system attributable to the advertiser, the latter shall be obliged to resolve the problem as quickly as possible.

80 If the advertiser does not restore the tracking system within seventy-two (72) hours of the occurrence of the malfunction, Kwanko reserves the right to privatise the affiliate programme.

81 In this event, the advertiser will pay Kwanko the greater of the following two values:

- The equivalent per click corresponding to the amount of earnings of affiliates over the one-month period prior to the alteration and/or loss of the said data divided by the number of clicks made over the period in question;
- The market price normally charged for equivalent categories of websites.

82 Kwanko reserves the right to suspend the affiliate programme if the advertiser does not re-establish the tracking system within seven (7) working days from the occurrence of the malfunction.

14. Validation Time

83 Where the advertiser's affiliate programme provides for remuneration "per form" or "per sale", the advertiser must fill out the "validation time" section in the configuration of its affiliate programme.

84 The validation time corresponds to the time during which the advertiser is able to consider as invalid an event initiated by a web user on its website via the affiliate programme.

85 The advertiser undertakes to describe in advance the reasons which may lead it to consider an event as invalid and to communicate these reasons to Kwanko.

86 The validation time is fixed at a maximum of 30 days and begins from the occurrence of the event.

87 During the validation period, the advertiser must inform Kwanko by any means, on the platform or through another procedure defined between the parties, of the number, the nature and the cost of the events to cancel and the reasons for this cancellation, with the cost of the cancellations in any event being capped, for each of the affiliate programmes, to the monthly percentage of the following events: 10% of the amount of commissions invoiced for sales generated, and 15% of the amount of commissions invoiced for forms generated.

88 If the advertiser does not bring to Kwanko's attention the cancellation of an event as well as a valid reason, this event will be considered as definitively valid, and the right to Kwanko's remuneration will be definitively acquired.

89 In any event, if the advertiser does not indicate a validation period when filling out the online entry form for the affiliate programme, the advertiser will lose the benefit of the previous provisions.

15. Affiliate Network

90 The constitution by Kwanko of its network of affiliates is the result of a substantial investment made by it.

91 Accordingly, the advertiser shall refrain from entering into a direct affiliate relationship or via another

third party with Kwanko affiliates throughout these General Terms and Conditions and for a period of 12 months from their termination regardless of the reason for it.

92 Should the advertiser decide to enter into a direct affiliate relationship or via another third party, with one of the members of the Kwanko network of affiliates during the performance of these General Terms and Conditions without Kwanko's authorisation, it shall pay a sum equivalent to 12 (twelve) times the highest monthly turnover generated by these General Terms and Conditions to Kwanko, all affiliate programmes combined, with this sum not being for less than 15,000 (fifteen thousand) euros excluding taxes.

93 Should the advertiser decide, with Kwanko's agreement, to enter into a direct affiliate relationship or via another third party, with one of the members of the Kwanko network of affiliates during the performance of these General Terms and Conditions in agreement with Kwanko, it shall pay a sum equivalent to 6 (six) times the highest monthly turnover generated by these General Terms and Conditions to Kwanko, all affiliate programmes combined, with this sum not being less than 7,500 (seven thousand five hundred) euros excluding taxes.

16. Exclusivity

94 In the absence of an agreement to the contrary between the parties, the advertiser undertakes not to implement an affiliate programme on an affiliate platform competing with that of Kwanko throughout these General Terms and Conditions.

17. Collaboration

95 The parties agree to collaborate closely in the context of their relations.

96 The advertiser undertakes to maintain active and regular collaboration by sending to Kwanko all the elements necessary for the performance of these General Terms and Conditions.

97 The advertiser undertakes to communicate all the difficulties which it would be able to assess during the performance of these General Terms and Conditions, in order to allow them to be taken into account as quickly as possible by Kwanko.

18. Guarantee

98 The advertiser guarantees to Kwanko that the content of its affiliate programme complies in all respects with the laws and regulations in force.

99 The advertiser guarantees to Kwanko that it carries out its business in compliance with all laws and regulations in force.

100 Kwanko reserves the right to refuse all or part of the advertiser's affiliate programme if it considers that this campaign may harm its brand image or that of one of its partners.

101 The advertiser guarantees that it has the necessary rights, in particular the intellectual property rights, for the use by Kwanko and the affiliates of all the information and elements that it communicates to Kwanko for the performance of these General Terms and Conditions.

102 The advertiser indemnifies Kwanko against all the harmful consequences that could result from the failure of the advertiser to fulfil one of the undertakings listed in these General Terms and Conditions and in particular any non-judicial or judicial claims made by third parties relating to the performance of these General Terms and Conditions.

19. Notification by a Third Party

103 In the case of notification by a third party to these General Terms and Conditions of a breach in the advertiser's affiliate programme of an advertiser of any laws or regulations in force, Kwanko may end the said programme without the advertiser's authorisation and maintain and/or invoice all the amounts due by the advertiser.

20. Damage

104 Kwanko's liability within the context of these General Terms and Conditions is strictly limited to the direct damage actually suffered and proven by the advertiser, to the exclusion of all indirect harm claims such as loss of profits, loss of turnover or other losses and, in any event, may not exceed the amount of the sums received from the advertiser by Kwanko pursuant to these General Terms and Conditions in the six months preceding the event that caused the contractual damage, after deduction of the amounts paid by Kwanko to the affiliates.

21. Evidence Agreement

105 The computerised records retained in the computer systems shall be retained by Kwanko under conditions of reasonable security and shall be considered as proof of the communications that have occurred between the parties.

106 Archiving of contractual documents is carried out on a reliable and long-lasting medium that can be produced as evidence.

22. Intellectual property and Know-How

107 These General Terms and Conditions do not include any assignment of any kind of intellectual property rights over the elements belonging to Kwanko to the advertiser's benefit.

108 The advertiser acknowledges and agrees that the content of the website and in particular but not exclusively the texts, photographs, videos, software and programs, sounds, music, layout, graphic charter, logos, design and any other information or material presented by Kwanko, are protected by their copyright, trademark, patent and any other intellectual or industrial property rights which are accorded to them according to the laws in force.

109 Any reproduction and/or representation, in full or in part of one of these rights, without the express permission of Kwanko is prohibited and constitutes an infringement punishable by Articles L. 335-2 and following of the Intellectual Property Code.

110 Accordingly, the advertiser shall refrain from any action and any act that may undermine directly or otherwise Kwanko's intellectual property rights.

111 The advertiser acknowledges that the information and databases accessible on Kwanko's website belong to Kwanko.

112 This information may not, in particular be used for commercial purposes by the advertiser, or be reproduced on a website by it, or compiled by it using a search software, a meta-engine or a website copier.

113 Kwanko shall retain ownership of the methods and of the know-how or tools which belong to it and used to perform the contractual services.

23. Commercial References

114 Kwanko shall be able to quote the name and logo

of the advertiser as a commercial reference in accordance with commercial practice, and the latter grants if necessary authorisation in relation to any proprietary claim, in particular of industrial property, from which it would benefit with respect to said name and logo.

115 In the event of termination of these General Terms and Conditions, Kwanko shall retain the right to use the names and logo of the advertiser as a reference customer, unless explicitly requested not to do so by the advertiser.

24. Personal Data

116 Each party shall make it its own business to comply with the obligations incumbent on it under Act No. 78-17 of 6 January 1978 in its version currently in force.

117 Kwanko undertakes to take all useful and appropriate precautions to preserve and ensure the security of the personal data communicated by the advertiser within the context of the performance of these General Terms and Conditions, particularly to prevent personal data being distorted, damaged, or destroyed or unauthorised third parties having access to them.

25. Confidentiality

118 Within the context of these General Terms and Conditions, all information is confidential and covers all information or all data communicated by the parties in writing or verbally.

119 The parties naturally undertake to:

- Treat the confidential information with the same degree of protection as they accord to their own confidential information of similar importance;
- Keep the information confidential and ensure that it is not disclosed or able to be directly or indirectly so to any third party;
- Not infringe, in any way, the property rights of the confidential information;
- Ensure that the confidential information is not copied, reproduced, duplicated, in part or in whole, when such copies, reproductions or duplicates are not directly related to the performance of these General Terms and Conditions.

26. Legal and Regulatory Request

120 Should a request for transfer of data and documents of any kind be made by an administrative or judicial authority, on legal, judicial or regulatory request regarding the advertiser, Kwanko undertakes to realise the operations according to the terms of the request.

121 All the charges and fees shall be invoiced to the advertiser.

27. Suspension

122 In the case of the advertiser's non-compliance with its obligations, Kwanko reserves the right to suspend the latter's affiliate programme automatically and without notice. The suspension shall be for an indefinite period and shall end, after notification by the advertiser to Kwanko by registered letter with acknowledgement of receipt of its compliance with the obligations incumbent on it.

123 This suspension right may, in particular, be exercised by Kwanko, without this list being exhaustive:

- In the event of non-payment of invoices on their due dates by the advertiser;
- In the event of the exhaustion of the standing advance made by the advertiser to Kwanko;
- In the event of the occurrence of a technical difficulty making the affiliate programme unworkable;
- In the event of the use of the affiliate programme for fraudulent purposes by the advertiser;
- In the event of an infringement of the regulations in force by the affiliate programme chosen by the advertiser;
- In the event of poor performance of the affiliate programme showing that the minimum invoicing amounts have not been reached for at least three (3) consecutive months;
- In the other cases provided for in these General Terms and Conditions.

28. Cancellation-Termination

28.1 Termination for Lack of Traffic

124 Should the affiliate programme implemented by the advertiser generate no traffic on its site for a period of six (6) months from the date of implementation of the affiliate programme, the General Terms and Conditions

shall be automatically terminated, without any formality, on the basis only of the data retained by Kwanko.

28.2 Cancellation-Termination for Breach

125 In the event of a breach by one of the parties of the obligations of these General Terms and Conditions not rectified within a period of 8 (eight) days from the date of its notification by registered letter with acknowledgement of receipt, the other party may decide automatically to cancel or terminate the General Terms and Conditions without prejudice to any and all damages which it could claim under these General Terms and Conditions.

28.2.1. Cancellation-Termination by the Advertiser

126 The advertiser may decide automatically to cancel or terminate the General Terms and Conditions without prejudice to any and all damages which it could claim under these General Terms and Conditions, in the event of:

- Exhaustion of the provisional budget of the affiliate programme previously agreed between the parties;
- Interruption of the service for more than two consecutive working days.

28.2.2. Cancellation-Termination by Kwanko

127 Kwanko may decide automatically to cancel or terminate the General Terms and Conditions without prejudice to any and all damages which it could claim under these General Terms and Conditions, in the event of:

- Non-payment of invoices on their due dates by the advertiser;
- Exhaustion of the standing advance made by the advertiser to Kwanko;
- The occurrence of a technical difficulty making the affiliate programme unworkable;
- The use of the affiliate programme for fraudulent purposes by the advertiser;
- An infringement of the regulations in force by the affiliate programme chosen by the advertiser;
- Poor performance of the affiliate programme showing that the minimum invoicing amounts have not been reached for at least three (3) consecutive months.

29. Consequence of the Termination of the General Terms and Conditions on the Affiliate Programmes

128 If these General Terms and Conditions are cancelled or terminated:

- By one of the parties in the absence of a breach, the advertiser's affiliate programmes in progress shall end as soon as notification is given which is made by the party that acts the most quickly and by any means. In the case of one or more breaches by the advertiser, the advertiser's affiliate programmes in progress shall end no later than the day of the notification by registered letter with acknowledge of receipt to the other party of the breach in question, and at the latest within two days. The amounts payable by the advertiser to Kwanko for these programmes shall be calculated on their expiry dates.

129 In the event of termination or cancellation of these General Terms and Conditions regardless of the reason, the names of the affiliates shall be automatically hidden on the platform, as of the receipt of the termination letter or email.

130 On the actual day of the termination of these General Terms and Conditions, increased if appropriate by the validation time, a rendering of account shall be carried out:

- If it appears that the advertiser account is in debit, the advertiser must, without delay, settle its situation and pay the amounts owed to Kwanko;
- If it appears that the advertiser account is in credit, Kwanko must return the amount to the advertiser within a period of 30 (thirty) days from the date of the termination of these General Terms and Conditions, less the amounts owed by the advertiser to Kwanko on which Kwanko shall first offset the amounts.

30. Responsibility

131 Each party is responsible for its actions, acts, undertakings, products or services, as well as its obligations under these General Terms and Conditions.

30.1 Kwanko's Responsibility

132 Kwanko alone is responsible for the quality of the

services that it provides for affiliate programmes.

133 Kwanko alone is responsible for access by the advertiser to the data presented on the affiliate platform.

134 Kwanko may not be held responsible for the actions of the affiliate participating in the advertiser's affiliate programme or the content present on the latter's website.

135 Kwanko may not be held responsible for the results of the affiliate programme's affiliate programme.

30.2 The Advertiser's Responsibility

136 The advertiser acknowledges that as Kwanko intervenes simply as a technical intermediary, it is solely responsible for its website and its content and that of its affiliate programme.

137 It alone shall remain responsible for the contractual and commercial relations which will be directly made with customers who will order one or more of its products and/or one or more of its services from it.

31. Insurance

138 Kwanko undertakes to insure itself and maintain in force an insurance contract with a company widely known to be solvent and established in France, for all the pecuniary consequences of its civil, professional, tort and/or contractual liability for bodily harm and material or intangible losses caused to the advertiser and to any third party in the context of the performance of these General Terms and Conditions.

139 For this purpose, Kwanko undertakes to pay the premiums of professional civil liability covering all the activities relating to these General Terms and Conditions.

140 The advertiser may obtain communication of insurance certificates showing the type of the risks covered and their amount as well as any supporting evidence, in particular of the payment of premiums.

32. Force Majeure

141 Initially, cases of force majeure shall suspend the performance of the General Terms and Conditions.

142 If the circumstances of force majeure last for more than two months, these General Terms and Conditions shall be automatically terminated, unless otherwise agreed by the parties.

143 Expressly, cases of force majeure or fortuitous

events are considered to be those usually adopted by the case law of the French courts, as well as the following events:

war, riots, fires, internal or external strikes, lock outs, occupation of Kwanko's premises, weather, earthquake, flood, water damage, legal or governmental restrictions, legal or regulatory changes to the forms of marketing, accidents of all kinds, epidemics, pandemics, a disease affecting more than 10% of Kwanko's staff in a period of two consecutive months, the absence of supply of energy, the partial or total shut-down of the Internet network and, more generally, of private or public telecommunications networks, the blocking of roads and impossibilities of obtaining supplies and any other case independent of the express wish of the parties that prevents the normal performance of these General Terms and Conditions.

33. Good Faith

144 The parties agree to fulfil their obligations in absolute good faith.

34. Legal Authorisations

145 The parties undertake to have all the legal and administrative authorisations necessary for the performance of these General Terms and Conditions.

146 The parties undertake to cooperate to obtain new legal and administrative authorisations and for all changes to authorisations already obtained.

35. Legal Changes

147 These General Terms and Conditions may be modified by an amendment in writing, signed by the representatives of Kwanko and the advertiser empowered for this purpose, to take into account any developments having legal consequences on the object of these General Terms and Conditions.

36. Tolerance

148 The parties mutually agree that should one of the parties tolerate a situation, this shall not result in the other party acquiring rights.

149 Moreover, such tolerance cannot be construed as a waiver to assert the rights in question.

37. Sincerity

150 The parties declare that these undertakings are sincere.

151 As such, they declare not to have any element that to their knowledge, if it had been communicated, would have changed the consent of the other party.

38. Independence

152 The parties state that they are each acting on their own behalf, as independent traders, and shall not be considered as agents of one another.

153 These General Terms and Conditions constitute neither an association, nor a franchise, nor a mandate given by one of the parties to the other party.

154 Moreover, each of the parties alone remains responsible for its acts, allegations, undertakings, services, products and staff.

39. Transfer of the General Terms and Conditions

155 These General Terms and Conditions may not be transferred in whole or in part, for payment or free of charge, by one of the parties, without the prior written agreement of the other party.

40. Amendment

156 These General Terms and Conditions may only be changed by a written amendment, signed by the representatives of Kwanko and the advertiser empowered for this purpose.

157 This amendment, after signature by the representatives of Kwanko and the advertiser, shall take precedence over the provisions of these General Terms and Conditions.

41. Titles

158 In the event of difficulties of interpretation resulting from a contradiction between any of the titles contained above the clauses and any one of the clauses, the titles shall be declared to be non-existent.

42. Nullity

159 If one or more provisions of these General Terms and Conditions are declared to be invalid or declared as such pursuant to a law, regulation or after a final ruling with the force of res judicata by a competent court, the remaining provisions shall retain their full force and

scope.

43. Entirety

160 These General Terms and Conditions express the entirety of the parties' obligations.

44. Time Limitation

161 All judicial proceedings between the parties shall be time barred, except in the case of provisions contrary to public order and except for shorter periods provided herein, if they have not been initiated within a period of two years from the date of the first claim notified by registered letter with acknowledgement of receipt.

45. Survival

162 The clauses declared as surviving after the end of the General Terms and Conditions, regardless of the circumstances of the termination, such as expiry of the term or contractual termination, shall continue to apply until the end of their particular object. This is the case, in particular, for the property and confidentiality clauses.

46. Address for Correspondence

163 For the performance of this agreement and except in the case of special provisions, the parties agree to send any correspondence to their respective registered offices.

47. Law

164 These General Terms and Conditions are governed by French law.

165 This is the case for the procedural and substantive rules, notwithstanding the places of fulfilment of the substantial or accessory obligations.

48. Jurisdiction

166 In the case of a dispute and failing a mutually-agreed solution, jurisdiction is expressly attributed to the Commercial Court of Nanterre, notwithstanding multiple defendants or proceedings against the guarantor even for interlocutory or precautionary procedures, on expedited or ex parte application.