

Culture G Terms and Conditions of Sale

Article 1 – Application of the terms and conditions of sale

The signing of an insertion order with Culture G by an advertiser or its agent implies full acceptance of these terms and conditions of sale, the commercial terms and conditions and the prices in force.

Article 2 – Definitions

"Agent" means the intermediary that purchases the advertising space expressly for and on behalf of the advertiser.

"Program" means the SMART AD SERVER program used by Culture G within the context of the services that it provides pursuant to these terms and conditions of sale.

Article 3 – Agency

Where the advertiser engages an agent to purchase the advertising space on its behalf, an agent authorisation form signed by the advertiser and its agent and specifying the scope of the mandate granted must be enclosed with the insertion order.

Article 4 – Orders

Any request to purchase space by an advertiser or its agent shall be submitted to Culture G via e-mail or telephone to the campaign sales manager. A quotation shall be prepared by Culture G in response to each request to purchase space and sent to the advertiser or its agent by e-mail.

Where the quotation is accepted, the advertiser or its agent shall return a signed, stamped and dated copy of the quotation by e-mail to the campaign sales manager at Culture G no later than 72 hours before the initial online launch of the advertising campaign. A quotation accepted in this way by an advertiser or its agent shall constitute an insertion order from the advertiser to Culture G, with it being specified that the amount due by an advertiser or its agent for an advertising campaign shall be the amount indicated in the insertion order concerned, adjusted, where necessary, in accordance with the results of the said advertising campaign established by the Program.

These terms and conditions of sale shall be reproduced in the insertion order. It shall mention: the name of the agent and the party that has retained it for the ad insertion; the name of the advertiser and the advertising and marketing budget manager assigned to the ad insertion; the exact nature and name of the product or service to be promoted; the (approximate) start date and (approximate) duration of the campaign; the sites reserved; the targeting criteria reserved; the budget allocated to the insertion based on the pricing in force. The agent and advertiser shall be jointly and severally liable for payment of the ad insertions associated with any reservation order. Each insertion order shall be strictly personal to the advertiser. It shall be drawn up by Culture G and may not be modified without its consent nor assigned in any form or in any way whatsoever. Nevertheless, in the event of the sale or transfer of the advertiser's business, it is specified that the advertiser shall be obliged to require, and shall remain personally liable for, fulfilment of the insertion order by its successor.

Any technical elements must be provided to Culture G at least 72 hours before the start of the advertising campaign.

Article 5 – Pricing – Elements included

Prices include the online launch of the campaign, the option of creating either a link to the advertiser's website or to a promotional website and the possibility for the advertiser or its agent to access statistics relating to the campaign(s).

The placements for the campaign shall be determined in the common interests of both the advertiser and the publisher of the said media.

Prices do not include production costs, banners or any other advertising element that the advertiser is required to provide to Culture G.

Article 6 – Payment terms

Invoices shall be issued on the basis of insertion orders and are payable within 30 days to Culture G or any other party indicated on the invoice. The original shall be sent to the advertiser with a copy, where applicable, sent to the agent authorised in accordance with the agent authorisation form.

In all cases, Culture G reserves the right to recover payment directly from the advertiser, less any professional discount, where invoices remain unpaid.

In case of non-payment by the due date, irrespective of the reason for such non-payment and pursuant to the French law of 31/12/92 on payment terms, which came into effect on 01/07/93, late payment interest shall begin to be applied from the day after the due date, at a rate of 1.2% for each month of delay. In addition to late payment interest, a fixed penalty of €40, to cover the costs of recovery, shall be charged to the customer.

Payment may be requested at the time of ordering for:

- Any new advertiser or agent;
- Any advertiser or agent, whose solvency is in doubt.

In case of payment by instalments, non-payment of any instalment shall cause any remaining amounts to fall immediately due and may result in Culture G no longer agreeing to enter into any further contracts with the advertiser in question.

Court-ordered insolvency proceedings involving the advertiser: where the advertiser is the subject of court-ordered insolvency proceedings, Culture G reserves the right to cancel the reservation order, either on the date of the last payment or on the date of the judgement commencing insolvency proceedings. The advertiser shall be required to pay the invoices before this date. Where the said

invoices are not paid, Culture G may cancel any campaigns already run, or still to be run, after sending a formal notice to pay to which no response has been received within 5 days.

Penalty clause: in case of non-payment of any amount due, after sending formal notice by registered letter with acknowledgement of receipt, to which no response has been received within fifteen days, Culture G shall be entitled to consider the order as cancelled and demand, by way of compensation, a 25% increase in the amounts payable. Where the advertiser or its agent have several orders in progress and fail to honour the invoices for the initial insertions within the set deadlines, Culture G reserves the right to cancel the other orders. In the event of court-supervised administration or liquidation, the order shall be automatically cancelled by Culture G on the date on which Culture G becomes aware of the said proceedings or on the date of the declaratory judgement. Any invoice issued prior to this date must be paid.

Article 7 – Cancellations

Any request for cancellation must be sent by the advertiser or its agent via e-mail to the campaign sales manager.

Where the request for cancellation is made less than two weeks before the start date of the campaign, the order may not be cancelled and the fee shall be due in its entirety. Where the request for cancellation is made more than two weeks before the planned start date, it can only be accepted subject to the payment of a charge of 30% of the amount expected for the insertion.

Culture G reserves the right to discontinue a campaign within five days of its launch where it learns that there is uncertainty regarding the advertiser or agent's solvency.

Article 8 – Ad placements

The advertising spaces proposed are always subject to availability at the time of acceptance of the contract.

In addition to the case referred to in article 10 below concerning the content of the advertisement, Culture G may also be obliged to move, neutralise, abandon or remove the advertising for various reasons outside its control:

- At the request of the publisher;
- Due to intervention by the public authorities;
- In case of *force majeure*.

Where, on the start date or during performance of the contract, and for any reason previously listed, all or part of the placements concerned are unavailable or removed, Culture G shall have the option of making arrangements with the advertiser to find placements on other sites, increasing the duration of the insertion by way of compensation or of terminating the contract. In the event that the insertion does not cover the full duration planned, it will have to be paid for in proportion to the number of sites and duration actually covered by the insertion. This change shall be confirmed by letter by Culture G.

Article 9 – Competition

Culture G is unable to guarantee an absence of competitor advertisers on neighbouring or adjacent placements during the same period. Nevertheless, Culture G shall endeavour to avoid exposing advertisers to such a scenario.

Article 10 – Ad content – Liability

The advertiser and/or its agent shall be financially and legally liable for payment of any duties and for obtaining any authorisations required to place the ads online.

The advertiser and/or its agent shall be liable for the content of the advertising. The advertiser or its agent must provide Culture G with a full mock-up of the planned advertising before its definitive production.

The advertiser warrants that it holds the copyright (rights of reproduction and performance) to the different elements of which its advertising is composed, such that proceedings may not be taken by any rights holders against Culture G for any unauthorised use in advertising of such elements.

The advertiser warrants that the advertising does not contravene, in any way whatsoever, any law, rule or legislation in force and that it does not contain any suggestion or implication of a defamatory or damaging nature with regard to any third parties, in which case Culture G reserves the right, at any time, to refuse such advertising. Such refusal shall not, under any circumstances, constitute a breach of the purchase order or a refusal to sell and the advertiser may not therefore claim any type of damage.

In this regard, the advertiser shall indemnify Culture G against any costs, charges and expenses incurred by Culture G by virtue of the foregoing, including any legal fees and costs.

It is expressly agreed that Culture G shall only be bound by a best efforts obligation with regard to the running of ads supplied by the advertiser. It is expressly agreed that where Culture G is found liable under these terms and conditions of sale, the advertiser may only claim, by way of compensation and damages, the repayment of the sums paid by the advertiser for the insertion order concerned. Culture G shall not, under any circumstances, pay compensation for any direct or consequential loss that the advertiser may claim such as, *inter alia*, loss of business, disruption of business, damage to the reputation of the advertiser's brand or loss of profits.

Article 11 – Technical terms

The advertiser must comply with Culture G's technical specifications and must supply the banners to Culture G no later than 2 working days before the start of the campaign. The page skins must be supplied 5 working days before the launch and 10 working days beforehand where the advertising network is responsible for creating them. In case of a delay on the part of the advertiser, Culture G reserves the right to proportionally postpone the planned insertion. All of the technical specifications can be viewed at the following address: <http://www.free-zone.fr/contraintes-techniques.html>

Article 12 – Control

The Parties agree that Culture G's campaign management tool shall be regarded as authoritative.

Any complaint relating to the running of a campaign shall only be considered by Culture G after a check has first been carried out jointly by the advertiser and a Culture G associate (or employee).

Complaints, of any type, must be submitted in writing within a maximum of fifteen days of the invoice date.

Article 13 – Agreement

The advertiser and Culture G shall only be validly bound by a contract entered into by an employee of Culture G where any such contract is strictly compliant with our pricing and these terms and conditions of sale, unless expressly authorised in advance by Culture G management.

Article 14 – General provisions

Failure on the part of one of the parties to require the application of any clause in these terms and conditions of sale, whether permanently or temporarily may not be deemed a waiver of the rights of the party concerned arising from the said clause.

These terms and conditions of sale, as well as all acts arising therefrom, are subject to French law.

The personal information collected from professionals is required for the processing of invoices. This information shall be kept confidential by Culture G which undertakes not to communicate it to third parties.

Culture G reserves the right to amend these terms and conditions of sale at any time subject to displaying any such changes on the website at the following address: <http://www.cultureg.eu/files/CGV-Culture-G.pdf>

Article 15 – Disputes

Where any provision of these terms and conditions of sale is found to be invalid, it shall be considered null and void and shall not result in the invalidity of the other provisions.

Any disagreement or dispute relating to the interpretation and/or performance of these terms and conditions of sale and, more generally, the creation and fulfilment of advertising orders, shall be brought before the courts of Paris which shall have exclusive jurisdiction.