

TERMS AND CONDITIONS

IT IS IMPORTANT TO READ CAREFULLY AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE OF THE SITE. BY ACCEPTING THESE INSTRUCTIONS, YOU AGREE TO FOLLOW THE TERMS AND CONDITIONS LISTED BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND YOU DO NOT WANT TO RESPECT THEM, YOU SHALL NOT ACCEPT THESE TERMS AND CONDITIONS AND MUST NOT ACCESS AND USE THE SERVICES PROPOSED BY THE COMPANY ON THE SITE.

Last updated: 01/08/2017

I – INTRODUCTION

1) Objet

The website located at <http://www.thesource.social/> (the “Site”) is a copyrighted work belonging to THE SOURCE Ltd, French Company Number 825 139 660 C R.C.S. Bobigny (“The Source” or the “Company”).

Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features. To the extent such terms, guidelines, and rules conflict with these terms of use, these terms of use shall govern.

These terms and conditions set forth the legally binding terms for your use of the Site and Services (whether as a Client or as a Creator). By registering for Services, you are accepting these Terms and Conditions and you represent and warrant that you have the right, authority, and capacity to enter into these.

Subscriptions for Services are reserved for Users who have previously read the Terms and Conditions in their entirety and have accepted them without reservation.

The User declares and acknowledges having read the Terms and Conditions in their entirety. These Terms and conditions take effect as from their publication on the Site and remain in force until their modification, partially or totally, by THE SOURCE.

These Terms and Conditions are updated on a regular basis and are therefore subject to change. Taking into account, in particular, the possible extensions and improvements to the operation of the Site, THE SOURCE reserves the right to adapt or modify at any time the scope of the services offered through the Site. THE SOURCE reserves the right to unilaterally modify the Terms and Conditions at any time without notice.

The new features will be posted on the Site in order to be brought to the attention of the Users. It is therefore up to the User to consult and accept the Terms and Conditions at the time of responding to a Brief or accept a Creation Content, in particular to ensure the provisions in force. Each use of the Services offered on the Site by the Users constitutes acceptance of the latest version of the Terms of Use published on the Site.

2) Definitions

In these Terms and Conditions, words or expressions beginning with a capital letter shall have the following meanings:

“Agency”: means an advertising company wishing to be inspired by high quality Contents and to identify Creators to offer them collaborations about communication campaigns, in their name or on behalf of another company.

“ Brand”: means a company promoting directly its products and wishing to identify Creators to offer them collaborations about communication campaigns.

“Brief“: means a Project description by a Brand or an Agency on (1) objectives of a communication campaign, (2) identification of the targeted audience, (3) strategies to be adopted in reaching the audience, (4) the timeframe of the campaign.

“Creation Content”: means a commissioned work about a Content offered by a Client and accepted by a Creator after having negotiated the modalities of this collaboration.

“Contents”: means all the creations designed by a Creator that he/she wishes to post on the Site in order to be contacted by potential Clients.

“Creators“: means any person registered on the Site and who has the capacity and willingness to respond to a Brief and to achieve the Content ordered by a Client

"Credit Card": means a credit or debit card, valid in France and valid, subject to acceptance by the Issuer (Visa, MasterCard, CB).

“Clients”: means Users of the platform developed by THE SOURCE that can either be an Agency or a Brand.

"Commission" means the payment due to THE SOURCE, which is deducted from the price paid by the Client and from the remuneration received by the Creator in return for the intermediation service rendered.

“IPR” means all intellectual property rights as provided for in the Intellectual Property Code and national conventions, including copyright, neighboring rights of performers and phonographic and video producers Graphics, trademark law, patents, trade names (including Internet domain names and e-mail address names), copyrights, moral rights, rights in all models, rights in any databases, knowledge - whether registered or unregistered or which may or may not be registered and subsisting in any part of the world.

"Personal Account" means the personal space of the User on the Site. This space is accessible only by entering the Login IDs, and allows to access to the Services provided by the Company. It also allows the User to consult and modify his / her own personal data.

“Project” : means a communication campaign project created by a Client and for which he wishes to contact a potential Creator.

"ID" means the data necessary for the identification of a User consisting of a valid email address and a password.

"STRIPE" means the API programming interface "Application Programming Interface" made available to THE SOURCE for the purpose of implementing on the Site a functionality of payment by emission of Electronic Money.

"Service (s)" means all the Services, paid or free offered on the Site.

"Terms and Conditions" means the terms and conditions of use of the Site applicable to Users and Visitors who may be consulted on the Site and to which they must adhere in order to become a User.

"THE SOURCE" or "the Site" means the community site accessible on the Internet at <http://www.thesource.social>, which is the exclusive property of the Company.

"Transaction" means a transaction concerning a Creation Content entered into by a User under the conditions set forth in the Terms and Conditions of the Site and giving rise to the payment Transaction.

"User" means any user of the Site or Service, and may be a Creator or a Client. If you are a User, the provisions in this Terms and Conditions regarding Users apply to you. If you are also a Client, further the provisions in this Terms and Conditions regarding Clients apply to you. If you are also a Creator, further the provisions in this Terms and Conditions regarding Designers apply to you.

"Visitor" means any person who visits the Site to view the content and information published on the Site without being registered or prior to its registration on the Site as a User.

"Contractual Exchanges" means any exchanges between the Client and the Creator in order to create the Creation Content (letters, e-mails, or any way of communication)

"Parties" means the Parties in the Contractual Exchanges, which are the Client and the Creator

3) THE SOURCE

THE SOURCE provides an online platform that helps connect Clients, which may be Agencies or Brands, who wish to order an original Creation Content with Creators who wish to provide Creation Content for these Clients.

To this end, THE SOURCE has developed a powerful platform referencing the Contents of the Creators whose access is available to the Brands and Agencies interested via subscriptions.

THE SOURCE has thus carried out a worldwide research to identify and put forward the most original and talented Creators and allow the presentation of their Contents by precise and effective criteria for the Clients.

THE SOURCE also offers a tool allowing the different parties to negotiate and conclude the modalities of a transaction concerning a Creation Content.

II- CREATOR'S OBLIGATIONS

1) Important disclaimer

Any use of the site involves your acceptance of the general Terms and Conditions of use that will prevail to any other document that has not been expressly approved by THE SOURCE.

The Creator expressly acknowledges that you will be bound by the general terms and conditions of use after completing the "double click" process :

- click of validation of your registration on the site;
- then, receiving the electronic email of confirmation of registration to be sent to you by THE SOURCE, and which will include a copy of the Conditions and Terms and the contract of assignment of copyright, activation of the link attesting your will of subscribe.

We draw the attention of the Creator that he needs to read these Terms and Conditions carefully to the extent that they define the rights and obligations of the Creator in the context of the Creator uses of the site, including in particular:

- that the Creator mandates THE SOURCE to present the Contents of the Creator to its Clients;
- that the Creator promises to assign the Creator IPR on the Creation Content of the Creator under the terms of our copyright transfer agreement in the event of your selection by a Client;
- that no legal obstacles prevent the Creator to respond to Briefs on the Site;
- that the Creator shall keep the greatest confidentiality on the Briefs to which you would respond.

THE SOURCE reserves the possibility, at any time, to modify its Terms and Conditions. The Creator will be informed by email of the modification of the Terms and Conditions. In failure to object the Creator part within a five-day period of receipt of this email, the Creator will be reputed to have accepted these new general Terms and Conditions of use.

If the Creator does not wish to accept these Terms and Conditions, we invite him not to use the Site.

2) Registration

a. Principle

Access to the Site's features is free for all Creators, but requires prior registration.

This registration is reserved exclusively for persons with full legal capacity to contract. Legal entities must be represented by a person with the necessary authority for such representation.

Only one registration is permitted per legal entity or per person and per mail address.

Upon registration, the Creator agrees to provide accurate data and is required to complete all

mandatory fields in the registration form.

The physical user must be of age and must have the capacity to contract.

Creator's registration is submitted to prior validation by THE SOURCE. In particular, THE SOURCE reserves the right to refuse registration to any Creator who does not fulfill the criteria of quality and originality, or which is not appropriate to the values and ethics that THE SOURCE attempts to convey, without the latter is required to state the reasons for the refusal.

THE SOURCE is the sole decision-maker of the registrations that it accepts, without recourse possible, nor compensation of any kind whatsoever.

The Creator undertakes not to create or use other accounts than the initially created, whether under his own identity or that of a third party. Any derogation from this rule must be the subject of an explicit request from the Creator and an express and specific authorization from THE SOURCE. The creation or use of new accounts under its own identity or that of third parties without having requested and obtained the authorization of THE SOURCE may result in the immediate suspension of the account of the Creator and all related Services.

The Creator warrants that the information provided by him/her on the Site is accurate, sincere and in conformity with reality. He / she undertakes to inform THESOURCE without delay in case of modification of the information communicated at the time of registration and, if necessary, to carry out these modifications himself/herself in their Personal Account.

b. Registration process

To register, you must create a Personal Account on the Site by :

- Filling out the form available on the Site. The Creator undertakes to provide, as part of their registration, only accurate, personal and sincere information about their situation.
- Providing the requested documents on the Site,
- Accepting the Terms and Conditions and the contract of assignment of IPR (to keep a copy, you can download them in pdf format during the registration process),
- Checking the accuracy of the registration summary,
- DEMONSTRATE YOUR AGREEMENT TO REGISTER BY CLICKING ON THE VALIDATION BUTTON.

At the end of the registration process, THE SOURCE, after validation of your profile, will send you an email of confirmation of registration, which contains a link on which you will have to click to definitively validate the creation of your account.

This second click confirming registration will mean definitive consent from you to:

- the Terms and Conditions of THE SOURCE, in particular to its articles 3 (mandate for presenting profile) and 9 (assignment of operating rights on the Creation Content) after;
- the contract of assignment of IPR.

The Creator will choose or will be given an ID (which can not be violent, pornographic, erotic, racist, contrary to public order or morality, or constitute a direct or indirect reminder of a trademark) and a password (hereinafter "ID") enabling him/her to access their Personal Account.

These ID are personal and confidential. They can only be changed at the request of the Creator or at the initiative of THE SOURCE.

The Creator is solely and entirely liable for the use of the ID concerning him/her and undertakes to do everything possible to keep his ID secret and not to disclose it to anyone in any form whatsoever and for any reason whatsoever.

The Creator will be liable for the use of their ID by third parties or actions or declarations made through their personal account, whether fraudulent or not and guarantees THE SOURCE against any request in this title.

Furthermore, as THE SOURCE does not have the obligation and does not have the technical means to ascertain the identity of the persons registering on the site, it is not responsible in the event of impersonation of the Creator. If the Creator has reason to believe that a person is using fraudulent identification or their account, he must immediately inform THE SOURCE.

In the event of loss or theft of any of the Creator's ID, the Creator is liable for any damaging consequence of such loss or theft, and shall promptly use the procedure for modifying it.

In the event that the Creator is aware of another person's access to his Personal Account, the Creator will immediately inform the Site by e-mail to the address info@thesource.social, and will confirm by registered letter this information to the following address: THE SOURCE, 19 rue Martel 75010 PARIS - FRANCE.

Any use of the site which is fraudulent, or which contravenes the Terms and Conditions, will justify that the Creator is refused, at any moment, the access to the Services or other functionalities of the Site.

The Creator agrees to specify several useful informations concerning its creations in order to obtain maximum visibility on the platform.

The Creator will thus be able to mention all the social networks on which it is present, but also the modalities of collaboration that they wish to establish with Clients and in particular its timeframe of realization and its price indications.

c. Digital filing

THE SOURCE stores the information provided in the registration forms and in the confirmation emails. The Creator can access it electronically directly through their account.

d. Uploading of the Contents

i. By the Creator

The Creator expressly agrees to give their consent to the uploading of their Contents for free, in order to obtain worldwide visibility from potential Clients.

They are thus solely responsible for the selection of the Contents that they download on the

platform.

ii. by THE SOURCE

THE SOURCE wishes to assure its users of original and high quality Content and also carries out a search on social networks in order to identify great Contents likely to be highlighted on the platform.

THE SOURCE reserves the right to unilaterally add Contents identified as the one created by the Creator wishing to register, in order to verify and validate both its author's identity of the Content and their authorization to upload the Content on the Site.

e. Professional status

THE SOURCE intends to connect Creators wishing to offer their services under a professional status (whether exercised as a main activity or as an incidental). The Creator thus expressly acknowledges that they carry out their activity independently and in conformity in this respect with regard to their social, tax and legal situation whatever their country of tax residence.

Thus, the Creator acknowledges that they carry out their activity in one of the following forms without this exhaustive list: sole proprietor, independent contractor status, micro-entrepreneur, legal entity, Creators, etc.

f. Personal use of the Account

The Creator agrees to make a personal use of their account and not allow any third party to use it for any purpose or in any way. They will be responsible for all the acts that could be carried out from their account, and in particular for any response to a Brief or any Transaction.

THE SOURCE can not be held liable for direct or indirect damage resulting from fraudulent access to your account following a disclosure of your identification parameters.

If a Creator wishes to be represented by an agent in the course of their creation business, it is their responsibility to communicate their login information and to ask them to undertake contractually on the respect of the Terms and Conditions of THE SOURCE.

g. Accuracy of the data provided

The Creator agrees to keep the data entered on the registration form regularly updated so as to enable THE SOURCE to ensure the most efficient management of the Platform.

Any e-mail sent by THE SOURCE to the Creator's email address will be deemed to have been received and read. Therefore, the Creator agrees to regularly review the messages received at this e-mail address and, if necessary, to reply to them as soon as possible.

h. Violation of registration rules

In case of violation of the registration rules, THE SOURCE reserves the right to refuse or invalidate the registration or to suspend or delete the account, without prejudice to any other measure.

3) Representation mandate

Any Creator registering on the platform THE SOURCE declares to mandate THE SOURCE to present their Contents to any third party who may be interested in a possible Transaction. This general mandate is carried out by THE SOURCE, free of charge.

THE SOURCE gives no other warranty, as an agent, than the mere presentation of the Creators to third parties of its choice. Under no circumstances does THE SOURCE give any guarantee that a Creator will ultimately be selected by a Client.

The representation mandate of the Creators will end either because of the rejection in a Brief, or because of the selection of the Creator. In the latter case, THE SOURCE will no longer be an agent but an assignee, in its name and on its behalf, of the intellectual property rights to the Creation, in accordance with the stipulations of article 9 below.

The Creators waives the right to revoke the mandate during the complete phase of negotiating a Transaction.

THE SOURCE may revoke the mandate at any time.

4) Collaboration with a Client

a. Briefs

Any User of the site (either a brand or an agency) can send briefs to the Creators of their choice. The selection of potential Creators is done in a strictly independent way by the User.

In order to identify a potential Creator, the User can use the search engine offered by THE SOURCE. It lists the Creators according to a series of criteria indicated above. THE SOURCE also reserves the possibility to put forward in the results of the referencing of Creators whose work has been particularly appreciated in terms of artistic creation .

The User can also create a wishlist of Creators noticed using the THE SOURCE platform.

Any Creator presenting their Contents on the platform can be solicited by a Client in order to respond to a Brief about a Creation Content. It will detail the nature of the Project (product and target aims) the Client's expectations in terms of technology, positioning, proposed contractual terms (price, deadline, scope of the desired rights assignment).

Each Creator is free to answer or not to the Brief addressed to him.

b. Negotiating

After selecting one or more potential Creators, the User decides whether or not to send them the communication campaign Brief they intend to implement.

Thus, at the time of a proposal by a Client, the Creator can respond and initiate a negotiation on the Project.

A negotiation phase thus begins between the potential Creators and the Client in order to allow them a final choice. This phase thus allows exchanges between the parties and

appears in their respective dashboard under the status "negotiating".

This phase allows to jointly set the desired Creation Content, the price, the creative techniques preferred as well as the deadline proposed using the "COUNTERPROPOSAL" touch.

The Creator thus has the freedom to accept, refuse, or make counter-proposals to the requests formulated by the Client.

It is thus up to the Creator to determine independently the price desired for its performance, the deadline, the assignment of the IPR granted for its Creation Content, the creative techniques or any other point that would seem to them important.

If the Creator formulates counter-proposals, he/she will be in direct contact with the client who will be able to answer the various points mentioned. This phase will continue until the Parties have reached a formal agreement on both sides.

Each party can thus agree once the desired contractual conditions have been validated. This step is materialized by clicking on the "ACCEPT" key.

At any time during the negotiation, the Parties have the right to terminate it by using the "DECLINE" function on the dashboard. The use of this function will terminate the process before contracting. The Parties will thus be free from any obligation.

Once a Creator is selected, the potential Creators who are not selected are informed of the end of the negotiations.

The final decision regarding the choice of the selected Creator will be at the sole discretion of the Client and will be done at his will, which the Creators expressly agree to accept.

Under no circumstances the Client and the Creator may negotiate and conclude an agreement by contacting directly each other without be held liable. In this case, the Parties agree to indemnify THE SOURCE for any cost, charge, damages, expenses, or lost it has incurred.

c. Use of the Dashboard

THE SOURCE makes available to each Creator his own dashboard allowing him to follow the various Briefs received, the negotiation processes but also to directly manage the projects entrusted.

d. Payment

At the time of final selection of the Creator by the Client, the Client pays the price agreed between the Parties to the provider service payment, which will escrow the funds until the final delivery of the Content, in accordance with the stipulations of articles I.8 et II.4.d below.

5) Creation's Process

i. Pre-project

The Project will appear under the status "in progress". During this phase, the Creator will have to create the Creation Content in accordance with the expectations of the Client, the Brief and the Contractual Exchanges concluded between them.

The Parties can thus exchange feedback in order to achieve an effective collaboration for both of them .

It can then submit a preliminary draft in order to collect the return of the Client, his remarks, observations, or requests for modifications provided that they are in conformity with the Contractual Exchanges.

A Client will not be able to unilaterally modify the wishes formulated in terms of technologies used, the artistic direction chosen or any other creative aspect already validated jointly.

ii. Original Creation Content

The Creator expressly undertakes to provide original creative work without infringing the intellectual property rights of third Parties. It assumes full responsibility for any consequences that are harmful to the Client and THE SOURCE in the event of failure to fulfill this essential obligation of this Terms and Conditions .

iii. Respect of the Brief

The Creator expressly undertakes to respect the requests formulated by the client during the negotiating process, whether it be the deadlines or the creative and technical specifications of the Creation Content and guarantees that the Content delivered shall be in accordance with the provisions of the Transaction.

iv. Minor Modifications

The Creator acknowledges and accepts that after they have delivered the Content, the Client may seek new edits of any of the Content, with the express agreement between the Parties, This new edits relates necessarily to elements provided for in the Transaction and constituting only minor changes to the Content.

Within this framework, the Client shall send the Creator an email describing the desired edits, as well as the schedule and terms of delivery, which shall be adopted by common agreement between the Parties.

The Creator undertakes to make such edits personally in accordance with the specifications of the Transaction, with the care and diligence of industry standards.

The Creator also acknowledges and agrees that THE SOURCE may directly make any edits it considers necessary to any of the Content, constituting minor changes to the Content, in order to comply with the provisions of the Brief and specifications.

6) Final approval by the Client

Once the creation has been finalized, the Creator will submit it to the Client for final validation. The Client will verify the adequacy of the content created with the contractual agreements (creative techniques used, format, artistic creation chosen, etc ...) and validate the Creation Content thus created by clicking on the "VALIDATE" key on their dashboard.

This validation will confirm the end of the creation process for the Creator. The Creator undertakes to deliver the Content to THE SOURCE through an uploading on their dashboard in compliance with the schedule agreed between the parties. The content created will be then available for download on the client's dashboard.

7) Failure to deliver the Creation Content

If a Creator after agreeing to realize a content creation fails to meet its contractual obligations and does not provide the content ordered by the client, the project will be considered abandoned.

The sum due to the Creator will be refunded to the Client, and no remuneration will be due to the Creator..

8) Invoicing

After achieving the Creation Content, the Creator will be responsible for issuing their invoice in accordance with the legal, social and fiscal provisions of their country of residence. It must therefore comply with all national, international and European information requirements (address, status, national identification number of its activity, applicable VAT regime and rate, etc.).

This invoice must be uploaded to the Creator's dashboard within 24 hours of the Client's final validation. If necessary, and in particular if they do not intend themselves to issue the invoice themselves, the Creator instruct THE SOURCE to issue, on their behalf, by completing without delay the corresponding form. If this is the case, the Creator will have a period of ten days after receipt of the invoice to contest it. In the absence of objections within that period, the said invoice shall be deemed to have been accepted and authenticated by them.

If the creator neglects to issue an invoice or to complete the form needed by to issue an invoice on their account and name, the remuneration will be escrowed on the account of the Creator.

Every creator acknowledges, in all cases, that it maintains the entire liability of its obligations in the field of invoicing and their consequences with regard to the value added tax.

The release of this invoice allows the payment of the remuneration due to the Creator by the payment service provider of THE SOURCE. This is then transferred to the bank account indicated by the Creator.

9) Transfer of IPR

The mere fact of responding to a Brief implies, on the part of any Creator, the unilateral promise to transfer to the Client all the IPR of its Creation Content with the terms of the contract of assignment of IPR in the case of their selection by the Client.

The assignment of the IPR related to the Creation Content is automatically carried out, under the terms of the contract of assignment of copyright, solely by the selection by the Client of the Creator.

e. Scope of the IPR assignement

In consideration of the price asked by the Creator for the Creation Content, the Creator hereby assigns to the Client absolutely with full title guarantee all its property, right, title and interest in and to:

- Transfer full ownership to the Client, exclusively and definitively of all intellectual property rights that it holds on the Content for the use and period selected by the Client ;
- the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

f. Options of the IPR assignement

The Creator is free to determine the scope of the IPR assignment rights during the negotiation process.

In order to simplify the negotiation process, THE SOURCE provides the Creators with pricing options :

- Right of diffusion on the web for a duration of one year: included in the price asked ;
- Right of diffusion on the web for an unlimited duration: 10% in addition to the original creation price
- Right of diffusion on the web and all other media for one year the price will be negotiated directly the Parties in the contract of assignment of IPR.

These options are defined on a flat-rate basis by a percentage of the initial price agreed between the Parties as authorized by the provisions of Article L.131-4 paragraph 1 of the French Code of Intellectual Property, it being understood that the basis of calculation of a proportional remuneration may not in the instant case be practically determined. Indeed, the Content created by the Creator is not intended to be sold but only to support a communications campaign.

This remuneration is expressed in gross terms before deduction of any taxes, social contributions or charges.

10) Confidentiality Obligation

In order to have the right to consult the Brief and to initiate the negotiation phase, each Creator shall read carefully and agree to a Confidentiality Agreement. The Creator expressly acknowledges that they will be bound by the Confidentiality Agreement after completing a click process. This confidentiality shall apply to the identity of the Clients, their trade names, company names, trademarks, their products and any other distinctive signs or works. Only THE SOURCE may waive this confidentiality.

The Creators may mention their participation in the THE SOURCE platform without mentioning any information relating to the Client, its products and services, the proposed

Brief or the Content created on its behalf, unless it obtains the prior and express authorization of the Client to do so. These references will be made without prejudice to the possibility, for THE SOURCE, of claiming its own references of projects carried out via the platform.

11) Guarantee

The Creator guarantees the Client the full and peaceable use of the transferred rights to the Content and guarantees against any discord, grievances, actions or evictions of any form.

The Creator thus guarantees the Client (i) that they have all the rights and permissions necessary to make the transfer provided for in this Terms and Conditions and that the Content does not contain anything that is likely to be subject to laws and other provisions, especially related to counterfeit, unfair competition, the right to privacy, image reproduction rights, personality rights, and more generally that would violate the rights of any third party, and (ii) that they have not granted and shall not grant any third party any transfer of rights to or license to use the Content likely to prevent or impede the full enjoyment of the rights held by the Client on the said Content.

The Creator guarantees the Client or THE SOURCE against any complaints, claims and/or grievances of whatever form that the Client or THE SOURCE could be subject to from any third party, through a breach by the Creator of the aforementioned guarantees. The Creator agrees to compensate the Client or THE SOURCE for any prejudice that the latter would be subject to, and to pay any costs, compensation, charges and/or convictions that the latter could incur as a result of this breach.

In case of impediment or inability to exploit all or part of the Creations carried out on behalf of Clients, the Creator shall, at his own expense and without prejudice to any damages and interest charged to him:

- Obtain the authorization to continue to present or exploit the Creations with the third party concerned;
- Either modify or replace the Creations, of identical quality, in order to render them non-infringing the rights of third parties, up to the satisfaction of THE SOURCE and the Client.

If the Creator is not able to achieve one of these results, the Creative agrees to indemnify and hold harmless THE SOURCE (and any Client) free from all direct and indirect costs and damages, as well as any claims or action brought by third parties against him resulting from the Creations and more generally from the use of the Site, and in particular the interactive spaces of the Site.

12) Respect des règles d'utilisation du compte Compliance with account rules

The Creators undertake to respect the legal and regulatory provisions, in particular those sanctioning publications of an abusive, defamatory, racist, pornographic, pedophile nature, advocating crimes against humanity, inciting racial hatred or violence , including violence against women, or violence against human dignity.

In particular, the Creators undertake not to post on the Site statements or Contents, whatever their nature or form:

- contrary to public order or morality;
- may be harmful to minors;
- outrageous, false or slanderous towards third parties;
- constituting an act of infringement, unfair competition or parasitism;
- infringing privacy, the privacy of personal privacy or the right to the image or on behalf of individuals;
- containing viruses, worms, Trojan horses or any computer element likely to interrupt, destroy or limit the functionality of any computer or computer network linked in any way to the activities of THE SOURCE;
- and more generally infringing the rights of third parties or constituting a civil or criminal offense.

THE SOURCE reserves the right to withdraw or suspend, including as a precautionary measure, access to any content that it may consider to be unlawful, without prejudice to any other sanction and without prior disclosure.

13) Storage

Every Creator must personally take the necessary measures to ensure optimal storage of his Contents Creations. Under no circumstances may a Creator use the Site for storage purposes, as the Creations or profile of the Creator may be removed at any time by THE SOURCE's unilateral decision.

14) Account deletion

g. By the Creator

The Creators may at any time terminate their account by making a deletion request by e-mail from the address used at the time of registration and subject to two (2) months' notice of receipt of the closing message by THE SOURCE.

This deletion will under no circumstances jeopardize the rights recognized to THE SOURCE in the context of the Briefs to which the Creator participated or would participate at the time of the entry into force of the deletion of the account.

h. By THE SOURCE

THESOURCE reserves the right at any time to delete the account of a Creator who does not comply with these Terms and Conditions or the contract of assignment of IPR or who no longer meets the criteria of quality sought by the site.

THE SOURCE also reserves the right, at any time and without justification, to modify, suspend or interrupt permanently the access or the operation of the Site.

15) Legal, social and fiscal requirements

In accordance with Article 2-E of these Terms and Conditions, THE SOURCE intends to link Creators who work exclusively as professionals.

In this regard, THE SOURCE intends to recall the need to comply with the legal, social and fiscal obligations of any Creator regardless of the status under which they work.

Regarding Creators who are French nationals or residents, THE SOURCE intends expressly to recall the possible modalities of statutes. This information can be found here.

II – CLIENT’S OBLIGATIONS

1) Important disclaimer

These Terms and Conditions constitute the legal basis of the contractual relations between THE SOURCE and its Clients. Any order (for a subscription or for a Creation Content) placed by a Client implies the full acceptance of these Terms and Conditions, which will prevail over any other document that has not been expressly approved by THE SOURCE.

Insofar as THE SOURCE Services are intended to meet the needs of Clients for the exercise of their professional activities, articles of the French Consumer Code protecting ordinary consumers are expressly excluded by the Parties from their relations within the limits allowed by the law.

2) Services provided by THE SOURCE

THE SOURCE offers two types of services to its Clients:

- Subscription offers giving unique access to a referencing of the work of highly talented Creators sought and identified on a global level. THE SOURCE thus carried out a research, selection, referencing, ranking according to multiple criteria in order to constitute a source of inspiration of very high quality. The Creators can thus request their registration on the platform in order to obtain an additional visibility on their work.
- A platform for linking and managing the contractual relationship with the Creators who can be contacted and selected by Clients for their communication campaign project.

3) Subscriptions

a. Subscription offers

The Site provides offer details for available Subscription offers, which generally can be categorized as one or a combination of the following :

- Full / Complete : this offer includes access to the following functionalities : assignment of up to 4 logins, the search of Creators according to all available criteria, access to the profiles of Creators with all available informations, the possibility of creating a shortlist and share it with its teams or Clients, access to benchmark functionality in an unlimited way.

- Custom / Tailor-made : this formula includes the features of the Full formula with custom options, to be discussed with each client.

b. Registration and ordering

i. Registration

The Client's registration is reserved exclusively for persons with full legal capacity to contract. Legal entities must be represented by a person with the necessary authority for such representation.

If the Client is a natural person, only one registration is permitted per person and per mail address.

If the Client is a company, only one registration is permitted per legal entity and per mail address. Nevertheless, according to the chosen subscription offer, the Client can have several users for the same account.

Upon registration, the Client agrees to provide accurate data and is required to complete all mandatory fields in the registration form.

The physical Client must be of age and must have the capacity to contract.

The Client undertakes to inform THE SOURCE without delay in case of modification of the information communicated at the time of registration and, if necessary, to carry out these modifications himself/herself in their Personal Account.

To register, the Client must create a Personal account on the Site by :

- Filling out the form available on the Site, The Client undertakes to provide, as part of their registration, only accurate, personal and sincere information about their situation. The Client undertakes to inform THE SOURCE without delay in case of modification of the information communicated at the time of registration and, if necessary, to carry out these modifications himself/herself in their Personal Account.
- Providing the requested documents on the Site,
- Accepting the terms and conditions and the contract of assignment of copyright (to keep a copy, you can download them in pdf format during the registration process),
- Checking the accuracy of the registration summary,
- DEMONSTRATE YOUR AGREEMENT TO REGISTER BY CLICKING ON THE "VALIDATE REGISTRATION" BUTTON.

At the end of the registration process, THE SOURCE will send an email of confirmation of registration to the Client, which contains a link on which they will return to click to definitively validate the creation of the account.

This second click confirming registration will mean definitive consent from the Client to the Terms and Conditions for the use of THE SOURCE and the contract of the assignment of IPR.

Upon creation of their account, the Client will choose or will be given an ID (which can not be

violent, pornographic, erotic, racist, contrary to public order or morality, or constitute a direct or indirect reminder of a trademark) and a password (hereinafter "ID") enabling him to access their personal account.

These ID are personal and confidential. They can only be changed at the request of the Client or at the initiative of THE SOURCE.

The Client is solely and entirely responsible for the use of the ID concerning them and undertakes to do everything possible to keep his ID secret and not to disclose it to anyone in any form whatsoever and for any reason whatsoever.

The Client will be responsible for the use of their ID by third parties or actions or declarations made through their personal account, whether fraudulent or not and guarantees THE SOURCE against any request in this title.

Furthermore, as THE SOURCE does not have the obligation and does not have the technical means to ascertain the identity of the persons registering on the site, it is not responsible in the event of impersonation of the Client. If the Client has reason to believe that a person is using fraudulent identification or their account, he must immediately inform THE SOURCE.

In the event of loss or theft of any of the Client's ID, the Client is liable for any damaging consequence of such loss or theft, and shall promptly use the procedure for modifying it.

In the event that the Client is aware of another person's access to his Personal Account, the Creator will immediately inform the Site by e-mail to the address info@thesource.social, and will confirm by registered letter this information to the following address: THE SOURCE, 9 avenue Michelet 93400 Saint-Ouen - France.

Any use of the site which is fraudulent, or which contravenes the Terms and Conditions, will justify that the Client is refused, at any moment, the access to the Services or other functionalities of the Site.

THE SOURCE files the information contained in the registration forms and in the enrollment confirmation emails. The Client can access it electronically directly through your account.

ii. Ordering

After their registration, the Client has to choose carefully one of the subscriptions offers and click to confirm the one selected.

This choice is essential since it determines the duration of the subscription chosen as well as the price to be paid. In the event of an error in the selection of the chosen subscription, the Customer has a delay of 24 hours to inform The Source and confirm the chosen subscription.

c. Subscriptions pricing

Subscription rates are as follows per month or per year according the subscription offer :

- Full : 459 US dollars per month on a monthly basis, 399 US dollars euros per month on an annual basis

- Custom : the price is calculated and communicated after request to THE SOURCE.

These prices are likely to change at the end of each contractual period.

d. Duration

i. Month-to-month

The Service begins as soon as the initial payment is processed. The Client will be charged the rate stated at the time of the subscription plus applicable taxes (such as value added tax), every month, until the cancellation.

If the applicable VAT rate (or other included tax or duty) changes during your one-year term, the tax-inclusive price will adjust accordingly.

Cancellations can be made any time by visiting the Personal Account and will have effect on the following month.

ii. Annual contract

The Service begins as soon as the initial payment is processed. The Client will be charged the rate stated at the time of subscription, plus applicable taxes (such as value added tax), every month for the duration of the annual contract.

If the applicable VAT rate (or other included tax or duty) changes during your one-year term, the tax-inclusive price will adjust accordingly.

e. Number of users

According to the chosen subscription offer, the Client can have several users for the same account.

f. Renewal

The contract will renew automatically, on your annual renewal date, until a cancellation is made. Renewal rates are subject to change after Client's notification.

g. Payment

Payments are to be made by credit card on the Site and are fully secured by the Secure Socket Layer (SSL) system and the STRIPE payment system of XXXX, registered in XXX under number XXX.

The general conditions of use of STRIPE are accessible by clicking [here](#).

h. Term, termination, and suspension

i. Term

This subscription will remain in effect until the expiration, termination, or renewal of your subscription, whichever is earliest.

ii. Termination

The Client may terminate a subscription at any time during its Term; however, the Client must pay all amounts due and owing before the termination is effective.

- (i) **One-Month Subscription** : A subscription having a one-month Term may be terminated anytime without any cancellation fee.
- (ii) **Annual Subscription** : If the Client terminates a subscription at any time during the term, the Client must pay for the remainder of the term, and no refunds will be provided.

iii. **Suspension**

THE SOURCE may suspend the Client's use of the Services if:

- (1) it is reasonably needed to prevent unauthorized access to Client Data;
- (2) The Client fails to respond to a claim of alleged infringement within a reasonable time;
- (3) The Client does not pay amounts due under this Terms and Conditions; or
- (4) The Client violates other terms of this Terms and Conditions.

If one or more of these conditions occurs, then a suspension will apply to the minimum necessary part of the Services and will be in effect only while the condition or need exists.

THE SOURCE will give notice before suspension, except when THE SOURCE reasonably believes there is a need to suspend immediately.

THE SOURCE will give at least 30 days' notice before suspending for non-payment. If The Client does not fully address the reasons for the suspension within 60 days after the suspension, THE SOURCE may terminate the Client's subscription and delete the Client Data without any retention period. THE SOURCE may also terminate the Client's subscription if the use of the Services is suspended more than twice in any 12-month period.

i. **Use of the Tools provided by THE SOURCE**

i. **Search Criteria**

According to the chosen subscription offer, the client has access to part or all Contents referenced by THE SOURCE and can search Contents according to a series of criteria (industry, brand, creative technics, communication objectives, orientation, originally posted on, Creator location).

This list is non-exhaustive and THE SOURCE reserves the right to modify these criteria unilaterally, to add to them, to delete them without questioning the contract concluded what the Client expressly accepts.

ii. **Contents information**

According to the chosen subscription offer, the Client also has access to part or all the informations about each Content (date, originally posted on, brand, industry, creative technologies, quality, location, visit Creator, location, similar content, quality).

THE SOURCE reserves the right to unilaterally modify this information, to add to it, to delete it without questioning the contract concluded what the Client expressly accepts.

iii. Contents provided by Creators

THE SOURCE aims to provide its clients with a high quality database on the content of Creators identified by it. Nevertheless, the inscription of the Creators is a voluntary and personal approach of each one.

THE SOURCE can not therefore guarantee the extent and quality of registered Creators.

iv. Notation by THE SOURCE

THE SOURCE is more than a simple database and performs a real research and referencing of high quality Creators. It thus reserves the possibility to note the quality of the work of each Creator according to artistic criteria and therefore totally discretionary.

THE SOURCE therefore draws the attention of the Client that this rating does not represent the opinion of other users, consumers, other brands or agencies and therefore does not constitute a representative opinion.

v. Dashboard

Depending on the subscription formula offer, the Client has access to the features of its dashboard.

This allows him to classify the Creators identified in the following ways:

- Creation of one or more benchmarks,
- Creation of one or more shortlists,
- Creation of one or more projects

The functionalities linked to the projects allow the Client to contact and possibly to send Briefs to Creators to negotiate with them the creation of contents for a communication campaign.

All the open projects appear on the client's dashboard and summarize the Creators contacted, all the exchanges, the pre-projects submitted by the Creator selected for a project and the finalized projects after validation of the content created.

4) Collaboration with a Client

a. Briefs

Each client can decide to create a Project and solicit one or more Creators to entrust the creation of the desired content. The selection of potential Creators is done in a strictly independent way by the User.

In order to identify a potential Creator, the Client can use the search engine offered by THE SOURCE. It lists the Creators according to a series of criteria indicated above. THE SOURCE also reserves the possibility to put forward in the results of the referencing of Creators whose work has been particularly appreciated in terms of artistic creation.

The Client can also create a wishlist of Creators he noticed or searched using the THE SOURCE platform.

Any Creator presenting their Contents on the platform can be solicited by a Client in order to respond to a Brief about a Creation Content. Each Creator is free to answer or not to the brief addressed to him after expressly agreed to the Confidentiality agreement.

The Client is responsible for defining the details of his communication campaign and preparing his Brief in the most precise and detailed manner possible.

This document will be sent to the Creators it has selected and is therefore an essential element of an effective collaboration between the Client and the Creator.

The Client therefore undertakes to take the utmost care in the drafting of his Brief.

It will detail the nature of the Project (product and target aims) the Client's expectations in terms of creative technics, positioning, proposed contractual terms (price, deadline, scope of the desired rights assignment).

b. Information to provide

THE SOURCE has identified the necessary and minimal information to any effective Brief.

Some of these informations are in free text entry and others phrase questions in order to help the Client in providing the useful information such as :

- Title
- what do you want to promote ?
- deadline
- Client's wish to send a product to the Creator
- budget and scope of desired rights

The Client always has the possibility to add elements that he considers relevant and useful to the understanding of their expectations and the desired communication campaign.

c. Negotiating

After selecting one or more potential Creators, the Client decides whether or not to send them the communication campaign Brief they intend to create.

Thus, at the time of a proposal by a Client, the Creator can respond and initiate a negotiation on the proposed Project.

THE SOURCE makes available to each Creator their own dashboard allowing them to deal with the various briefs received, the negotiation processes but also to directly manage the projects entrusted.

A negotiation phase thus begins between the potential Creators and the User in order to allow them a final choice. This phase thus allows exchanges between the Parties and appears in their respective dashboard under the status "negotiating".

This phase allows to jointly set the desired creative content, the price, the creative technics desired as well as the deadline using the "COUNTERPROPOSAL" touch.

The Creator thus has the freedom to accept, refuse, or make counter-proposals to the requests formulated by the Client.

It is thus up to the Creator to determine independently the price desired for its Creation Content, the deadline, the assignment of the IPR granted, the creative technics or any other point that would seem important to them.

If the Creator formulates counter-proposals, they will be in direct contact with the Client who will be able to answer the various points mentioned. This phase will continue until the Parties have reached a formal agreement on both sides.

Each party can thus agree once the desired contractual conditions have been validated. This step is materialized by clicking on the "ACCEPT" key.

At any time during the negotiation, the Parties have the right to terminate it by using the "DECLINE" function on the dashboard. The use of this function will terminate the process before contracting. The parties will thus be free from any obligation.

Once a Creator is selected, the potential Creators who are not selected are informed of the end of the negotiations.

The final decision regarding the choice of the selected Creator will be at the sole discretion of the Client and will be done at his will, which the Creators expressly agree to accept.

Upon validation of the "ACCEPT" touchdown, the contract is thus perfectly formed between the parties according to the present Terms and Conditions.

As soon as the contract is formed, payment of the price agreed between the Parties must be made immediately by THE SOURCE as a receiver.

d. Payment

Upon final validation of the Creator selected by the Client, the latter settles the amount agreed between the Parties to the payment service provider of THE SOURCE, which will be the receiver during the phase of Creation and the final delivery of the Content and the final approval by the Client.

A Transaction is deemed to have passed on the Site and the Terms and Conditions, accepted as soon as the Client has validated their payment. The data recorded by THE SOURCE and the secure payment provider, constitute proof of the nature, content and date of the Transaction.

The Client's double click is an electronic signature that has the same value as a handwritten signature. Double clicking and acceptance of the general conditions of service constitute an irrevocable and unreserved acceptance of the Transaction by the Client.

The Transaction will be considered as final only after payment by the Client of the full amount.

For any Transaction made, the Client informs directly in the zones provided for this purpose: the number of the card, its date of validity as well as its control code located on the back of the card.

The total amount of the Transaction will be debited from the bank card on the day of the Transaction.

THE SOURCE reserves the right to suspend any Transaction in the event of non-payment or refusal of authorization of payment by credit card from the officially accredited and usual Internet agencies.

The Client warrants to THE SOURCE that they have the necessary authorizations to use the method of payment they have chosen for their Order. Any fraudulent use of the bank card will not be eligible for reimbursement by THE SOURCE.

For each Transaction, THE SOURCE will receive a commission from the Client equal to 12% of the total amount of the remuneration perceived by the Creator for the Creation Content.

For this purpose, the price paid by the Client to the payment service provider will be transferred to the Creator once the Creation Content has been completed, and accepted by the Client.

THE SOURCE retains a commission on the price in return for the performance of the Service.

Users acknowledge and agree that the Company acts only as an intermediary between the Creators and the Clients.

As such, the Company shall make available to the Creators the Services via its Site and shall in no case be liable for the consequences linked to (i) the performance or the non-performance of the Creation Content by the Creators, or (ii) the The cancellation of any Projet by the Client or the defaults of the latter.

The Company does not intend to intervene directly in the contractual relationship between Clients and Creators.

i. Secured Payment

Payments by credit card on the Site are fully secured by the Secure Socket Layer (SSL) system and the STRIPE payment system of Stripe Payments Europe, Ltd., located at The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland.

The general conditions of use of STRIPE are accessible by clicking [here](#).

STRIPE allows THE SOURCE to divide the Client's payment between the THE SOURCE account, corresponding to the commission received on orders, and the account of the Creator. THE SOURCE and the Creators do not have access to any bank details of the Client.

5) Creation's Process

i. Pre-project

The Project will appear under the status "in progress". During this phase, the Creator will have to create the Creation Content in accordance with the expectations of the Client, the Brief and the Contractual Exchanges concluded between them.

The Parties can thus exchange feedback in order to achieve an effective collaboration for

both parties.

It can then submit a preliminary draft in order to collect the return of the Client, his remarks, observations, or requests for modifications provided that they are in conformity with the Contractual Exchanges.

A Client will not be able to unilaterally modify the wishes formulated in terms of technologies used, artistic creation or any other creative aspect already validated jointly.

ii. Original Creation Content

The Creator expressly undertakes to provide original creative work without infringing the intellectual property rights of third parties. It assumes full responsibility for any consequences that are harmful to the Client and THE SOURCE in the event of failure to fulfill this essential obligation of the contract.

iii. Respect of the Brief

The Creator expressly undertakes to respect the requests formulated by the client during the negotiating process, whether it be the deadlines or the creative and technical specifications of the Creation Content and guarantees that the Content delivered shall be in accordance with the provisions of the Transaction.

iv. Minor Modifications

The Creator acknowledges and accepts that after they have delivered the Content, the Client may seek new edits of any of the Content with the express agreement between the Parties. This new edits relates necessarily to elements provided for in the Transaction and constituting only minor changes to the Content.

Within this framework, the Client shall send the Creator an email describing the desired edits, as well as the schedule and terms of delivery, which shall be adopted by common agreement between the Parties.

The Creator undertakes to make such edits personally in accordance with the specifications of the Transaction, with the care and diligence of industry standards.

The Creator also acknowledges and agrees that THE SOURCE may directly make any edits it considers necessary to any of the Content, constituting minor changes to the Content, in order to comply with the provisions of the Brief and specifications.

6) Final approval by the Client

Once the creation has been finalized, the Creator will submit it to the Client for final validation. The Client will verify the adequacy of the content created with the contractual agreements (creative technics used, format, artistic creation, etc ...) and validate the Creation Content thus created by clicking on the "VALIDATE" key on their dashboard.

This validation will confirm the end of the creation process for the Creator. The Creator undertakes to deliver the Content to THE SOURCE through an uploading on their dashboard in compliance with the schedule agreed between the Parties. The Content created will be then available for download on the Client's dashboard.

7) Failure to deliver the Creation Content

If a Creator after agreeing to realize a content creation fails to meet its contractual obligations and does not provide the content ordered by the client, the Project will be considered abandoned.

The sum due to the Creator will be refunded to the Client, and no remuneration will be due to the Creator.

8) Transfer of IPR

The mere fact of responding to a Brief implies, on the part of any Creator, the unilateral promise to transfer to the Client all the IPR of its Creation Content with the terms of the contract of assignment of IPR in the case of their selection by the Client.

The assignment of the IPR related to the Creation Content is automatically carried out, under the terms of the contract of assignment of copyright, solely by the selection by the Client of the Creator.

i. Scope of the IPR assignment

In consideration of the price asked by the Creator for the Creation Content, the Creator hereby assigns to the Client absolutely with full title guarantee all its property, right, title and interest in and to:

- Transfer full ownership to the Client, exclusively and definitively of all intellectual property rights that it holds on the Content for the use and period selected by the Client ;
- the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

j. Options of the IPR assignment

The Creator is free to determine the scope of the IPR assignment rights during the negotiation process.

In order to simplify the negotiation process, THE SOURCE provides the Creators with pricing options :

- Right of diffusion on the web for a duration of one year: included in the price asked ;
- Right of diffusion on the web for an unlimited duration: 10% in addition to the original creation price
- Right of diffusion on the web and all other media for one year, the price will be negotiated directly between the Parties in the contract of assignment of IPR

These options are defined on a flat-rate basis by a percentage of the initial price agreed between the Parties as authorized by the provisions of Article L.131-4 paragraph 1 of the French Code of Intellectual Property, it being understood that the basis of calculation of a proportional remuneration may not in the instant case be practically determined. Indeed, the content created by the Creator is not intended to be sold but only to support a communications campaign.

This remuneration is expressed in gross terms before deduction of any taxes, social contributions or charges.

III – GENERAL PROVISIONS

1) References

THE SOURCE reserves the right to cite the Client's name as an institutional reference, particularly on the Site, its brochures or institutional documents, which the Client expressly declares to accept.

In this regard, the Client authorizes THE SOURCE to reproduce its name and, if it exists, its main logo (including if it is registered as a trademark), for a period of ten years from the last transaction registered by the Customer and for the whole world. In no event shall the Company use this name or logo as a trademark.

2) Data Protection

The data provided by the Creators will be integrated into a database accessible to THE SOURCE so that it can take any useful measure within the framework of the management of these processes and the operation of the Site.

In accordance with the provisions of the Data Protection Act No. 78-17 of 6 January 1978, the processing of personal data collected by THE SOURCE has been the subject of a declaration to the National Commission for Data Processing and Liberties (CNIL).

The collection of nominative information from the Creators for the purpose of accessing the Site's functionalities is compulsory, this information being essential for the identification and management of the Community and the payment of the remuneration possibly due to the Creators.

The persons concerned, who can prove their identity, may require that personal data concerning them, which are inaccurate, incomplete, equivocal, outdated, or whose collection, processing, updating, blocking or deletion, Use, communication or storage is prohibited.

These rights may be exercised by e-mail to the following address - info@thesource.social - or by post to the THE SOURCE head office referred to in the first paragraph of these general conditions of use.

THE SOURCE does not intend to sell the embedded data in its database nor transfer it directly or indirectly, except for the purpose of securing the dematerialized payment or prior authorization of the Creator.

3) Limitation of Liability

THE SOURCE declines all responsibility:

- For the indirect losses, loss of profit, loss of profit, loss or alteration of data, of Creations Contents, due to the use of the Internet network, Site functionality, digital files or media transmitted to THE SOURCE;

- In case of suspension or breakdown in the accessibility of the Site, in particular for reasons of maintenance or considering the nature of the Internet and the computer and network infrastructures necessary for the operation of the Services;
- In case of delays resulting from causes falling under the responsibility of the Creator;
- With regard to material damage that may occur to the Creators' installations, software and equipment, the latter must take all necessary measures to safeguard and protect them, in particular against any computer virus;
- With regard to the statements that may be made by any third party interacting on the Site, any discussion forum, any website, any social network or any other space for dialogue;
- In respect of any use by a licensee or subcontractor of the intellectual property rights in the Creations, considered by a Creator to be unlawful;
- With regard to possible malfunctions of the sharing or voting modules of social networks.

THE SOURCE declines in any event any liability for any damage exceeding the total amount paid to the Creator by THE SOURCE in connection with the Transaction in question. This clause is essential and decisive for THE SOURCE.

The company disclaims any liability for any damages which exceed the total amount actually paid by the Client for the services provided by the company within the frame of the Transaction subject to the incident. This clause is essential and determinant for THE SOURCE.

4) Cookies

THE SOURCE may use cookies necessary for the transmission of an electronic communication, in particular to ensure the possibility of :

- routing information on the network, in particular by identifying its points of arrival;
- to exchange information in the right order, in particular by numbering data packets;
- detect transmission errors or data loss.

THE SOURCE may also use cookies necessary for the provision of an electronic service requested by a Creator, such as the payment of the agreed remuneration.

THE SOURCE can also use cookies to measure anonymity.

If THE SOURCE intends to use cookies to record information relating to navigation on the Site from your computer on the Site, so that THE SOURCE can read them during your subsequent visits, you will be informed specifically. In this case, the shelf life of this information will be a maximum of two (2) months.

5) Various Stipulations

a. Convention

The Creators and THE SOURCE agree that they may proceed to the exchange of the information necessary for the execution of these Terms and Conditions by electronic means. Any electronic communication between the Parties shall be deemed to have the same probative value as a paper copy.

b. Partial invalidity

Should any of the provisions of these Terms and Conditions be declared void or unenforceable, the remaining provisions shall remain in full force and effect. The null or inapplicable stipulation will then be replaced by a valid stipulation, having a meaning as close as possible.

c. Absence of tolerance effect

The failure of one of the Parties to avail itself of a breach by the other party of any of the obligations contemplated in these General Terms and Conditions shall not be construed as a waiver of the due execution of the obligation in question.

d. Applicable law

These Terms and Conditions are governed by, and must be construed in accordance with the laws of France.

e. Litigation

The Parties undertake, in case of difficulty in the execution of these Terms and Conditions and prior to any legal request, to submit their dispute to an amicable conciliation procedure.

In this regard, the Party wishing to bring the amicable conciliation procedure into operation must notify the other Party by registered letter of its intention to bring the procedure into play, specifying the difficulties of application encountered. Failing agreement between the Parties within fifteen (15) days of the notification referred to above, the Parties shall restore all freedom of action.

The prior conciliation procedure will not be applicable in the event of a claim, claim or action of a third party directed against THE SOURCE under a Creative Content, a Content or a Transaction.

In the absence of such a solution, and subject to the provisions of the applicable law, the parties concern to submit their disputes on the exclusive jurisdiction of the Paris courts, notwithstanding multiple defenders or calls for warranty.