

## **TERMS AND CONDITIONS**

IT IS IMPORTANT TO READ CAREFULLY AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE OF OUR SERVICES 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

Last updated: 31/03/2020

### **1) INTRODUCTION**

#### **a. Object**

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

Certain features of the Services or the Platform may be subject to additional guidelines, terms, or rules, which will be posted on the Platform 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 Platform and/or the Services. By registering on the Platform or contracting with THE SOURCE, you are accepting these Terms and Conditions and you represent and warrant that you have the right, authority, and capacity to enter into these.

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 Platform 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 Platform or to the Services provided, THE SOURCE reserves the right to adapt or modify at any time the scope of the services offered through the Platform or directly to its Clients. 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 Platform and on Order Forms 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 or contracting directly with THE SOURCE, in particular to ensure the provisions in force. Each use of the Services offered on the Platform by the Users constitutes acceptance of the latest version of the Terms of Use published on the Platform.

These Terms and Conditions and any related Order Form signed by both parties constitute the legal basis of the contractual relations between THE SOURCE and its Clients and between the Clients and the Creators. Any order placed by a Client implies the full acceptance of these Terms and Conditions and the specific terms and conditions included in any related Order Form, which will prevail over any other document that has not been expressly approved by THE SOURCE. Any inconsistency in any documents relating to the subscription of the Services shall be resolved by giving precedence in the following order: (i) the provisions and text appearing on the applicable Order Form insofar as they refer to the specific Order; (ii) the General Terms and Conditions of this Agreement ; (iii) the tripartite contract signed by the Parties and (iv) other documents, exhibits and attachments which accompany such Order.

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.

## **b. Definitions**

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

**“Benchmark Content”** means all the creations posted publicly by a brand on their social media accounts and that are curated by The Source and integrated on the platform in order to inspire Clients who subscribed to this additional Service.

**“Brief”**: means a Project description by a Client 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.

**“Clients”** means the companies ordering services from THE SOURCE (subscription to have access to the platform developed by THE SOURCE or additional services) or using the platform to submit Briefs about Creation Content to Creators.

**“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.

**“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.

**“Creator Content”** means all the creations designed by a Creator, whether entirely or partially, that he/she wishes to post on the platform in order to promote his/her work and to be contacted by potential Clients.

**“Creator”** means any person registered on the Platform and who has the capacity and willingness to display its content on the platform in order to promote its work.

**“Team Users/Members”** means users designated by the Client. These users may or may not have administrative rights (allowing the addition and deletion of users and billing management).

**“Effective Date”** means the date identified in an Order Form as the date on which such Order Form will be effective including the start of annual Subscription invoicing.

**“ Filing right “** means the right for the Clients to store the Creations Content realized on their behalf by Creators on all their social networks with the mention of the date of publication. This right excludes any distribution or use in the media.

**“IPR”** means all intellectual property rights as provided for in the Intellectual Property Code and national or international 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 Team Member/User on the Platform. This space is accessible only by entering the Login IDs, and allows to access to the Services provided by THE SOURCE. It also allows the Team Member/User to consult and modify his / her own personal data.

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

**“Order Form”** means the form evidencing the order placed by the Client for the Service(s) provided by THE SOURCE. Among other things, this ordering document signed by THE SOURCE and the Client specifies its applicable Subscription Term, billing period, Effective Date and additional Services or the details of a Creation Content.

**“Parties”** means the Parties in the Contractual Exchanges, which are the Client and the Creator.

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

**"Service (s)"** means all the Services offered by THE SOURCE

**“Subscription Term”** shall mean the period of time during which Client may access and use the Services as set forth in the Order Form.

**"Terms and Conditions"** means the terms and conditions of use of the Services provided by THE SOURCE through the platform or directly and applicable to Users and Clients.

**“Platform”** means the platform accessible on the Internet at <http://access.thesource.social>, which is the exclusive property of the Company.

**"User"** means any user of the Platform or Service, and may be a Creator or a Client.

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

### **c. THE SOURCE**

THE SOURCE offers two types of services:

- Services directly offered by THE SOURCE such as subscription allowing access to the platform, an asset optimization service or additional services such as training in the use of the platform, workshops, a management service. In this case, THE SOURCE acts as a direct supplier to the Client.

THE SOURCE's platform helps Clients get inspired by both Creators and Benchmark Content. 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 Content by precise and effective criteria for the Clients.

- A service to connect with creators to enable the creation of content on behalf of the client. For this service, THE SOURCE acts strictly and exclusively as an intermediary and charges a commission to the Client. This service allows Creators willing to put on display their Content and to produce original content for THE SOURCE Clients and the different Parties to negotiate and conclude a Transaction concerning a Content production. This service requires a registration online only.

## **2) SERVICES PROVIDED BY THE SOURCE**

### **a. Subscriptions**

Subscriptions allow access to the platform created and operated by THE SOURCE as well as to the various options that can be selected.

#### **i. Ordering**

Client may order subscription by completing and signing an Order Form and submitting the Order Form to THE SOURCE for approval. No Order Form shall be binding on THE SOURCE until accepted in writing by an authorized representative of THE SOURCE. In the event of any conflict between the terms of an Order Form and this Agreement, the terms of the Order Form shall prevail.

Any Order implies acceptance of the prices and description of the Services offered by THE SOURCE.

The Order thus placed and transmitted to THE SOURCE is irrevocable for the Client, unless THE SOURCE expressly agrees to derogate from this condition.

## **ii. Pricing**

The price is fixed by THE SOURCE according to the Services to be provided determined according to the needs and the request of the Client. These services generally can be categorized as one or a combination of the following : unlimited access to the creators contents and creators portfolios and options such as number of users, access to benchmark content, etc..

The pricing is communicated after request to THE SOURCE with an Order Form. These prices are likely to change at the end of each contractual period.

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

## **iii. Registration**

Once the Order Form is approved by THE SOURCE, the Client has to register its account in order to have and provide access to the platform. This account will hold administration rights and may invite Team Member/Users to finalize their registration to the platform. the number of Team Member/Users who can benefit from access to the platform will have been defined in the order form.

Upon registration, the Team Member/User agrees to provide accurate data and is required to complete all mandatory fields in the online registration form.

The Team Member/User 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.

Upon creation of their account, the Team Member/User 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 enabling him/her 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 Team member/ users concerning them and undertakes to do everything possible to keep these 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 these 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 Platform, 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/she 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 Client will immediately inform the Platform by e-mail to the address [clients@thesource.social](mailto:clients@thesource.social), and will confirm by registered letter this information to the following address: THE SOURCE, 9 Avenue Michelet, 93 400 Saint Ouen, France.

Any use of the Platform 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 Platform and that its subscription be terminated in accordance with the provisions of article 5.ii.

#### **iv. Duration**

##### **1. Initial Term – Renewal term**

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

Once the Parties' authorised representatives have signed it, the subscription will come into force on the Effective Date of the first Order Form and will be in force until the end of the duration specified by the Order Form, hereinafter the « Initial Term».

Thereafter, the Subscription Term will automatically renew for successive Subscription Terms of equal length to the original Subscription Term. Either party may terminate this Agreement effective at the end of the Subscription Term or any renewal Subscription Term by providing the other party at least three (3) months prior written notice by registered letter with acknowledgement of receipt to the other Party before the end of the then applicable Subscription Term without such denunciation giving rise to any compensation or payment whatsoever in favour of the other Party

##### **2. Termination**

Either party may terminate this subscription upon written notice by registered letter with acknowledgement of receipt to the other Party if the other party has

breached a material term of this agreement and has not cured such breach within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach without prejudice to any damages that it might invoke. Either party may terminate this subscription if (i) any payment is delinquent by more than ten (10) days after notice of late payment from THE SOURCE and such suspension or termination shall continue until payment of all amounts owed are received, or (ii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iii) the other party is liquidated or dissolved.

In the event of termination by THE SOURCE due to a non-payment from the Client (including potentially any affiliate(s)), the Client will owe immediately and automatically all the invoices issued for the subscription and this whatever their due date might be, the said invoices becoming automatically and as of right immediately due for payment,

This present article shall not be interpreted as limiting THE SOURCE' rights to obtain reparation for any harm that termination of the Agreement or Order Form could cause it.

Furthermore, THE SOURCE reserves its right at any time to terminate during the subscription period the contract concluded in the event of its takeover by a company willing to have the platform for an exclusive use. In such an event, THE SOURCE would stop the invoicing for the remaining period of the subscription. In addition, THE SOURCE will not pay any other amount in compensation for the loss of use by a Client, which the Client expressly acknowledges accepting.

### **3. 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 10 days' notice before suspending for non-payment. If The Client does not fully address the reasons for the suspension within 10 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.

## **4. Payment**

In order to access and use the platform, the Client shall pay a "Subscription Fee" set forth in Order Form on annual basis during the Subscription Term. The Subscription Fee is fixed for the Initial Term. The Subscription Fee for any subsequent Renewal Term may be subject adjustment decided by THE SOURCE at its sole discretion. If Subscription Fees are not paid in accordance with the provisions hereof and any additional terms of payment communicated to Client by THE SOURCE, all further access to the Service will be suspended accordingly to Article 3.

In consideration of the provision of any other services provided by THE SOURCE to Client, the Client shall pay additional fees based on THE SOURCE then current Service fees set forth in Order Form.

THE SOURCE shall send to Client an invoice in respect of the Subscription Fee and any additional services Fees in advance. All invoices are payable within the terms specified in the invoice by THE SOURCE after the date thereof unless otherwise agreed in writing.

Except as otherwise expressly provided in this Agreement, Fees are non refundable once paid. The Fees are exclusive of all value added and other taxes and Client shall pay all such taxes.

Any payment not received from Client by the due date shall accrue, at the maximum rate permitted by law, from the date such payment is due until the date paid. Client shall also pay all sums expended (including reasonable legal fees) in collecting overdue payments.

### **b. Optimized assets**

THE SOURCE also provides an optimization service of assets which will be governed by the present general conditions. This service must be the subject of direct contact with THE SOURCE in order to establish a quote.

After agreement on the price, THE SOURCE drafts an order form for the Client. The provisions relating to ordering, pricing and payment as detailed above apply to these services.

### **c. Additional services**

THE SOURCE also offers additional services to its Clients (such as workshops, creative assistance, on-demand sourcing, etc...), which will be governed by the present general conditions and will be the subject of an additional pricing including the specifications requested by the client.

After agreement on the price, THE SOURCE drafts an order form for the Client. The provisions relating to ordering, pricing and payment as detailed above apply to these services.

## **d. IPR**

### **i. Transfer of IPR**

All services provided by THE SOURCE as a supplier including a creative part will include the transfer of IPR, in accordance with the terms of French law and more particularly the provisions of Articles L131-3 paragraph 1 and L132-21 of the Intellectual Property Code relating to the commissioned work for advertising.

#### **1. Scope of the IPR assignment**

In consideration of the price asked by THE SOURCE for its services as a direct supplier, THE SOURCE 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.

#### **2. Scope of the IPR assignment**

The scope of the IPR assignment rights provided to Clients by THE SOURCE is as follow :

- Right of diffusion on the web for a duration of one year and Filing right with no duration limitation : included in the price asked ;
- Any other scope of IPR assignment will be negotiated directly between the Client and THE SOURCE in the Order Form.

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.

This transfer will be agreed in accordance with the terms of French law and more particularly the provisions of Articles L131-3 paragraph 1 and L132-21 of the Intellectual Property Code relating to the works of order used for advertising.

The parties expressly agree to set a flat-rate price for the transfer of rights since it will be practically impossible to set a basis for calculating proportional participation in the case of commissioned works that do not generate direct operating profits.

### **3) CLIENT'S OBLIGATIONS**

#### **a. Legal capacity**

The agreement is reserved exclusively for persons with full legal capacity to contract and with a professional purpose. Legal entities must be represented by a person with the necessary authority for such representation.

If the Client is a natural person, only one subscription is permitted per person. The natural person Client must be of age and must have the capacity to contract.

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

#### **b. Responsibility/liability**

The Client expressly acknowledges and agrees to comply with the processes detailed above. In the event of a breach, he/she is liable and will assume responsibility for any damages caused.

In particular, the Client shall not, directly or indirectly, and Client shall not permit any User to:

- Provide its ID to any User not registered on the platform or to a number of Users exceeding its subscription ;
- Trying to have direct access to a Creator in order to contravene THE SOURCE's rights and fees;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the THE SOURCE Platform;
- modify, translate, or create derivative works based on any element of the THE SOURCE Platform or any related documentation;
- rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the THE SOURCE Platform;
- publish or disclose to third parties any evaluation of THE SOURCE Platform without THE SOURCE's prior written consent ;
- use the THE SOURCE Platform for any purpose other than its intended purpose ;
- use the Service in any way that harms THE SOURCE or its Affiliates, resellers, distributors and/or vendors, or any Client of a THE SOURCE party or the Service or other Users of the Service ;

- use any Content featuring on the platform (wether a Creator Content or a Benchmark Content) in any way that infringes the intellectual property rights of its owners ;
- engage in, facilitate, or further unlawful conduct ;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service;
- use any unauthorized automated process or service to access and/or use the Service ;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service ;
- copy any ideas, features, functions or graphics of the Service.

### **c. Users rights and limitations**

The Client is responsible for administering and granting of rights to its users using a specific form in the platform. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the platform and related Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to the platform hosted at the THE SOURCE Platform.

THE SOURCE shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the platform.

## **4) THE SOURCE'S OBLIGATIONS**

As part of the Agreement, THE SOURCE is subject to a best efforts obligation.

### **i. Use of the services provided by THE SOURCE**

#### **1. License Grant and restrictions**

Subject to the terms and conditions of this Agreement, THE SOURCE hereby grants to the Client, during the Subscription Term, a limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the THE SOURCE Platform for internal business purpose only and in accordance with Order Form.

#### **2. Hosting, support and maintenance of the THE SOURCE platform**

THE SOURCE will ensure the hosting of THE SOURCE Platform with required technical infrastructure and commits to a rate of availability for it according to the subscribed service agreement as defined in the related Order Form.

THE SOURCE will provide support to Users and corrective and progressive

maintenance according to the subscribed service agreement as defined in the Order Form.

### **3. Updates for the THE SOURCE platform**

THE SOURCE will automatically provide to the Client the latest updates for the THE SOURCE Platform, without any additional extra costs and based on the timing of its operating procedures. THE SOURCE does not provide any training about the updates. However, the new and/or not subscribed Services by Client through an Order Form are not part of the updates for the THE SOURCE Service.

#### **ii. Options**

##### **1. Search Criteria**

The Client has access to part or all Content referenced by THE SOURCE and can search Content according to a series of criteria (industry, brand, creative techniques, communication objectives, orientation, originally posted on, Creator location, similar Content..:).

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.

##### **2. Content 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 registration of Creators is a voluntary and personal agreement of each one.

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

##### **3. Benchmark Content**

THE SOURCE aims to provide also a high quality database of creations posted publicly by brands. These Creations are curated by The Source and integrated on the platform in order to inspire Clients who subscribed to this additional Service.

Nevertheless, the registration of these creations implies the agreement of the relative Brands which guarantee that the intellectual property rights of any Creators concerned are respected.

##### **4. Dashboard**

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 inspiration or Creator boards;

- Creation of one or more discussions with Creators;
- 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 Content for a communication campaign.

## **5) GENERAL PROVISIONS**

### **a. Intellectual property**

THE SOURCE possess and retain all exclusive property rights relating to the THE SOURCE Service in general and to the THE SOURCE Platform which are protected by the laws on intellectual property. Furthermore, all Creators' Content uploaded on THE SOURCE platform are original Content and therefore protected by the laws on intellectual property.

The Agreement does not entail any transfer to the Client of any intellectual property right over the THE SOURCE Service in general or over the Creators' Content.

The Client will refrain from altering, copying, reproducing, downloading, sending out to third parties, transmitting, transforming, selling or distributing in any way whatsoever all or part of the elements contained in the THE SOURCE Platform. Client will refrain in particular from directly conducting or having conducted any operations of reverse engineering, relating to all or part of the THE SOURCE Platform' object code and from any operations infringing IPR of any Creator displaying its Content on THE SOURCE Platform.

### **b. References**

THE SOURCE reserves the right to cite the Client's name as an institutional reference, particularly on the Platform, 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 Team Member/User and for the whole world. In no event shall the Company use this name or logo as a trademark.

In addition, the Client also expressly authorizes the Creator with whom he has concluded a contract for a Creation Content to quote the name of the Client as a reference.

### **c. Data Protection**

In this Clause, "process", "data subject" and "personal data" shall have the meaning given in the European Data Protection Laws and in particular those related to the "General Data Protection Regulation" (GDPR). It means all applicable laws in relation to: (a) data protection; (b) privacy; (c) interception and monitoring of communications;

(d) restrictions on, or requirements in respect of, the processing of personal data of any kind; and (e) actions required to be taken in respect of unauthorised or accidental access to or use or disclosure of personal data.

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 Platform.

The collection of nominative information from the Client for the purpose of accessing the Platform's functionalities is compulsory, this information being essential for the identification and management of the platform and the contract between THE SOURCE and the Client or the payment of the fee 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.

In processing personal data pursuant to this Agreement, THE SOURCE shall :

- Not process personal data for any purpose other than for the provision of the THE SOURCE Service and only to the extent reasonably necessary for the performance of the THE SOURCE' obligations under this Agreement;
  - Implement all necessary or appropriate technical and organisational measures to protect the security and confidentiality of personal data processed by it and to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing;
- Ensure that only duly authorised THE SOURCE' Personnel are permitted access to such personal data and who have a need to know such personal data for the purposes of supplying the THE SOURCE Service under this Agreement;
- Not disclose or transfer personal data to any unauthorized employee, director, agent, contractor (including Subcontractor) affiliate or other third party except where strictly necessary for the provision of the THE SOURCE Service or to comply with applicable laws;
- Not cause or permit personal data to be transferred outside the European Economic Area without Client's prior consent.
- 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.
- As soon as reasonably practicable in the circumstances and in any event within 2 (two) working days of becoming aware, THE SOURCE promptly notifies the Client in writing of any actual or suspected unauthorised access or processing of personal data; and
- Comply with all relevant provisions of Data Protection Laws (and in particular of G.D.R.P) applicable to THE SOURCE in its role as data controller.

For more details concerning the data protection, please read our privacy policy.

#### **d. Limitation of Liability**

THE SOURCE undertakes to provide the Services diligently and in accordance with the rules of the art, it being specified that it is under an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

Its liability is exclusively limited to the provision of the Services in accordance with the terms and conditions described herein, to the exclusion of any other service.

THE SOURCE shall in no event be liable for any difficulties that may arise during the conclusion or performance of these contracts.

In particular, THE SOURCE does not guarantee the completion of transactions or the proper execution of contracts concluded between Creators and Clients. It does not offer any more guarantees to the Creators in terms of outlets or volume of creation contents, nor is it liable to Clients for any guarantee as to the number and diversity of the Creators.

THE SOURCE makes no warranty with respect to (i) the compliance of the Profiles with applicable laws and regulations, (ii) the compliance of the Services with legal and regulatory provisions.

However, in order to constantly improve the quality of the Services, THE SOURCE invites Users to send it any comments and information they may wish to bring to its attention regarding the quality of transactions carried out through the Services.

THE SOURCE undertakes to carry out regular checks to verify the operation and accessibility of the Platform. As such, THE SOURCE reserves the right to temporarily interrupt access to the Platform for maintenance purposes. Similarly, THE SOURCE cannot be held responsible for any temporary difficulties or impossibilities of access to the Platform due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications networks.

THE SOURCE does not guarantee Users:

- . (i) that the Services, subject to constant research to improve, in particular, its performance and progress, will be totally free of errors, defects or defects,

. (ii) that the Services, being standard and not offered solely for the benefit of a given User based on his or her own personal constraints, will specifically meet his or her needs and expectations.

THE SOURCE may not be held liable to the Users, under ordinary law, for any direct damage suffered as a result of THE SOURCE's failure to fulfill its contractual obligations as defined herein. Users therefore waive the right to claim compensation from THE SOURCE for any indirect damage, in particular loss of profit, loss of opportunity, or losses arising from or resulting from the performance of this agreement.

In any event, THE SOURCE may not be liable to Users for the payment of damages of any kind whatsoever as a result of their use of the Services, for an amount exceeding the amount invoiced by THE SOURCE to the Clients hereunder.

Furthermore, THE SOURCE declines all responsibility :

- For the indirect losses, loss of profit, loss or alteration of data, of Creations Contents, due to the use of the Internet network, Platform functionality, digital files or media transmitted to THE SOURCE;
- In case of suspension or breakdown in the accessibility of the Platform, 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 Platform, any discussion forum, any webPlatform, any social network or any other space for dialogue;
- In respect of any use of the intellectual property rights in the Creations, considered by a Creator to be unlawful;

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 agreement subject to the incident. This clause is essential and determinant for THE SOURCE.

#### **e. Various Stipulations**

##### **i. Convention**

The Client 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.

##### **ii. 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.

iii. **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.

iv. **Applicable law**

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

v. **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.