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## GENERAL AFFILIATION CONDITIONS

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### PREAMBLE

The company MEDIAPLAZZA.com (hereinafter "MEDIAPLAZZA") proposes solutions related to the development of technology for mobile telephones, in particular on the Internet.

In this respect, MEDIAPLAZZA offers an affiliation programme granting all affiliates access to the content of the mobile telephone personalisation products offered by MEDIAPLAZZA and allows them to distribute this same content.

The AFFILIATE may chose in particular to distribute the content through White Label Pages or directly on its own site after integration of this content.

MEDIAPLAZZA offers the AFFILIATE a wide selection of invoicing and payment solutions, depending on the country.

All of the information, in particular technical and financial, related to this Affiliation Programme as well as its forms of implementation and use may be consulted on the MEDIAPLAZZA site at the address <http://www.mediaplazza.com>.

The AFFILIATE declares that it is aware of all of this information and shall comply with it without conditions or observations.

The AFFILIATE also declares that it is fully aware of the sensitive nature of the broadcasting of all types of information on the Internet and that any error, intentional or otherwise, made by the AFFILIATE in this context may have harmful consequences for MEDIAPLAZZA.

In this respect, the AFFILIATE recognizes that its participation in MEDIAPLAZZA's Affiliation Programme must be done loyally, taking care to respect the legislation in force and to comply with MEDIAPLAZZA's provisions.

As a result of which the following has been agreed:

### ARTICLE 1: DEFINITIONS

**Affiliation certificate** designates all of the documents of an administrative, technical and/or legal nature done by the AFFILIATE in the context of the Affiliation Programme.

**Affiliate** designates any physical or moral person providing proof of a professional activity and having provided all of the information requested in the context of the process of registering for the Affiliation Programme.

**Internet user** designates any physical person connected to the Internet who may consult and/or use the AFFILIATE's Internet site.

**End client** designates an Internet User having subscribed to one or several MEDIAPLAZZA services using the AFFILIATE's Internet site.

**Content** designates any element which may be adapted or marketed in the form of Products which may be downloaded on any Terminal, present or future (logos, photos, games, videos, monophonic ring tones, polyphonic ring tones, hi-fi ring tones, etc.).

**Types of affiliation** designates the different offers proposed by MEDIAPLAZZA to the AFFILIATE enabling the latter to offer the Service to Internet Users. These types of affiliations may consist in particular of White Label Pages and/or the provision by MEDIAPLAZZA of Tools to the AFFILIATE allowing it to integrate the Service or different Contents on an existing Internet site hosted by a third party.

**Affiliation programme** designates the programme put in place by MEDIAPLAZZA allowing the AFFILIATE to offer MEDIAPLAZZA's services to Internet users and to obtain payment under the conditions defined in these Conditions in return.

**Service** designates all of the offers MEDIAPLAZZA proposes on its Sites, including Content Downloading.

**Operators** covers the suppliers of MEDIAPLAZZA's telecommunications means which ensure the payment for Downloads done, whether through an Interactive Vocal Server solution, an SMS+ number or any other technical solution.

**Tools** covers all software applications put at the AFFILIATE's disposal by MEDIAPLAZZA which allow the AFFILIATE to personalise its White Label Pages and to proceed with the necessary integrations.

**White label pages** designates the Internet pages using the AFFILIATE's brand designed by the AFFILIATE with the tools offered by MEDIAPLAZZA and hosted by MEDIAPLAZZA on which Internet Users access the Services.

**Downloading:** covers the effective acquisition of the desired resource by the End Client on their mobile terminal.

**Terminal** designates any fixed or mobile terminal connected to a radio telecommunications network enabling the downloading of Contents including in particular a fixed or mobile telephone, a PDA or a computer terminal.

## **ARTICLE 2: SUBJECT**

The subject of this Contract is to define the conditions under which the AFFILIATE adheres to and participates in the Affiliation Programme set up by MEDIAPLAZZA.

## **ARTICLE 3: CONTRACTUAL DOCUMENTS**

The contractual documents, in decreasing order of priority, are:

- these general affiliation conditions
- any document or information related to the Affiliation Programme, in particular its technical, commercial and financial aspects, as broadcasted on the MEDIAPLAZZA site at the address <http://www.mediaplazza.com> at the time of performance of an affiliation certificate by the AFFILIATE.

It is expressly agreed that the enforceable version of a contractual document is the one available on the MEDIAPLAZZA site on the date of performance of any Affiliation Certificate by the AFFILIATE.

## **ARTICLE 4: PRECONDITIONS FOR PARTICIPATION**

When the AFFILIATE is a business person or entity MEDIAPLAZZA, in accordance with Article 1369-6 of the Civil Code, MEDIAPLAZZA and the AFFILIATE (hereinafter the "Parties") already expressly agree to exclude the application of the provisions of Articles 1369-5 and 1<sup>o</sup> to 5<sup>o</sup> of Article 1369-4 of the Civil Code.

The AFFILIATE can be an adult physical or legal entity. The registration of the AFFILIATE by a company registry or professional database (e.g. RCS, SIRET in France) may be compulsory under the applicable legislation and AFFILIATE is responsible for checking and conforming with this requirement.

The AFFILIATE, in the context of its participation in the Affiliation Programme, shall ensure respect of a certain level of quality in compliance with the Services provided by MEDIAPLAZZA.

The AFFILIATE must also, all throughout its participation in the Affiliation Programme, respect and fulfil a certain number of technical prerequisites, the details of which are provided on the MEDIAPLAZZA website.

MEDIAPLAZZA reserves the right to refuse any request for affiliation to its Affiliation Programme in the event that the provisions of this Article are not respected or for any other legitimate reason.

## **ARTICLE 5: REGISTRATION**

In order to participate in the Affiliation Programme, the AFFILIATE must first prepare a registration application by filling in the fields left blank to this end on the form presented on MEDIAPLAZZA's website and then click on the "I accept" button. After receipt of this application, an account is opened in the AFFILIATE's name.

The AFFILIATE thus indicates its full and complete adherence to these General Conditions, which is also reinforced by the AFFILIATE putting all or part of the Affiliation Programme into place (sending an invoice, use of Tools and/or Contents, connection to its statistics interface).

MEDIAPLAZZA reserves the right to reject, at its discretion, any request for subscription to the Affiliation Programme, in particular when the requests are related to sites which:

- do not comply with the laws and regulations in force and/or undermine third parties' rights,
- are not adapted to the sale or promotion of the Services, or which may harm the MEDIAPLAZZA brand's image or that of its Services.

## **ARTICLE 6: MEDIAPLAZZA'S OBLIGATIONS**

MEDIAPLAZZA undertakes to:

- provide the AFFILIATE with all of the Affiliation Tools enabling it to personalise and integrate, according to the tools selected, the Contents offered by MEDIAPLAZZA,
- proceed, if necessary, with the technical integrations made necessary by the AFFILIATE's choices on the site or sites of the latter,
- provide the AFFILIATE with an interface granting it online access to the statistics related to Downloads done by end clients, access to this interface being achieved through a user name and password transmitted by MEDIAPLAZZA to the AFFILIATE,
- ensure hosting of the AFFILIATE's White Label Pages,
- ensure the design and fulfilment of the sending and invoicing systems for downloading of Contents by End Clients as well as the hosting of these Contents on its technical platform; in this respect, MEDIAPLAZZA shall make it its business to choose and implement the invoicing and payment solution necessary for invoicing the end client.
- ensure the integral processing of the order placed by the End Client, from purchase of the Content(s) to their invoicing and payment of the corresponding sums,
- ensure the processing of any request addressed directly by the End Client to MEDIAPLAZZA's customer support, whose contact information appears on all of the sites from which MEDIAPLAZZA's Services are offered.

## ARTICLE 7: AFFILIATE'S OBLIGATIONS

The AFFILIATE undertakes:

- to choose the distribution methods of the Service on its website(s) from the different Affiliation Types which are offered and explained and periodically updated on MEDIAPLAZZA's site,
- to use the Contents and/or Tools put at its disposal by MEDIAPLAZZA in accordance with this Contract, and more generally with the uses of the Internet and the legislation in force,
- not to present the Service in a way which may create confusion between its site and MEDIAPLAZZA's site(s) in the minds of Internet Users,
- generally, not to undermine MEDIAPLAZZA's image or the rights of third parties: in this respect, the AFFILIATE undertakes in particular to respect the legislation related to intellectual property, the protection of minors, the protection of consumers and the protection of personal data,
- to proceed with the updating of all information concerning it upon the modification of said information,
- to inform MEDIAPLAZZA of any technical difficulties or possible difficulties related to the use of the Service as soon as it becomes aware of them,
- to alert MEDIAPLAZZA, within 24 hours of receipt, of any complaint, formal demand, claim, requisition or any other request by a third party, including those coming from an administrative or legal authority, related to exploitation of the Service,
- to inform MEDIAPLAZZA of any objections related to the statistics made available to the AFFILIATE on the interface provided by MEDIAPLAZZA: failing an objection within a period of 6 (six) months from the end of the month in question, the AFFILIATE shall be considered to have irrevocably accepted the statistics related to this month.
- in general, to co-operate efficiently with MEDIAPLAZZA and in particular to inform it of any difficulties for which it may be able to take measures in light of its experience, during performance of this Contract, in order to enable them to take it into account as quickly as possible, thus participating in the success of all of the services,
- to satisfy any request from MEDIAPLAZZA in the event that MEDIAPLAZZA feels that the AFFILIATE has not fulfilled any of its obligations,
- to ensure active, sincere and loyal promotion of the Service,
- to produce the invoices related to its Affiliate activity using an interface put at its disposal by MEDIAPLAZZA and to send said invoices to MEDIAPLAZZA's accounting department.

The AFFILIATE is reminded that it is responsible for declaring the payment which it shall receive in the context of the Affiliation Programme to the tax authorities.

To this end, the AFFILIATE declares and guarantees that it has proceeded and shall proceed, at its sole expense and responsibility, with all of the relevant administrative processes with the authorities in question (in particular tax and social authorities, including bodies responsible for collecting social and social security contributions), and which are necessary to its participation in the Affiliation Programme.

MEDIAPLAZZA may not be held responsible for this in any way, in particular due to failure to respect or poor performance of these obligations by the AFFILIATE.

## **ARTICLE 8: MONITORING**

Without this constituting an obligation for MEDIAPLAZZA, MEDIAPLAZZA reserves the right to take monitoring measures, on a one-time basis, unilaterally or at the request of a third party, intended to verify the AFFILIATE's respect of all of the terms of this Contract as well as the contractual documents completing and/or modifying it.

These verifications may, if needed, give rise to suspensions of the AFFILIATE's account, in particular in the event that MEDIAPLAZZA requests the AFFILIATE to provide it with information related to the breaches observed.

These verifications may also, if needed, grant MEDIAPLAZZA the right to terminate this Contract in the event of misconduct by the AFFILIATE.

## **ARTICLE 9: RESPONSIBILITY**

**9.1** The AFFILIATE is responsible for verifying that it is respecting all of the technical prerequisites necessary for the implementation of the Affiliation Programme and that the various technological and software elements it is using are not incompatible with the Tools put at its disposal by MEDIAPLAZZA.

The AFFILIATE is responsible for the accuracy and updating of all of the information concerning it with MEDIAPLAZZA.

The AFFILIATE is responsible for all of the Content, data, documents and any other information which it offers, exploits or uses on the White Label Pages or on any of its other sites and which has not been put at its disposal by MEDIAPLAZZA in the context of the Affiliation Programme.

Concerning the Content and/or Tools put at its disposal by MEDIAPLAZZA, the AFFILIATE is solely and fully responsible once it has made modifications of any kind (adaptation, insertion, addition, ... this list not being exhaustive) or once it has associated a Content or Tool with any other data, document or information of an illicit nature or which may undermine MEDIAPLAZZA's image.

The AFFILIATE declares and guarantees MEDIAPLAZZA that it shall abstain from any contentious downloading, in particular due to call quantity abuse, pirating of telephone lines or any other fraudulent procedure.

The AFFILIATE is responsible for the proper fulfilment of its own obligations with its various partners, in particular its technical partners, chiefly such as telecommunications operators, web hosts, payment solution providers, etc., this list not being exhaustive.

Notwithstanding the terms of this Agreement, generally, the AFFILIATE shall thoroughly respect the various legal and regulatory obligations falling to it, both under French law and in accordance with any other legislation to which it is subject.

**9.2** MEDIAPLAZZA performs its contractual obligations with all possible care in use in its profession in the context of a general obligation of means.

The AFFILIATE expressly recognizes that in the state of the art, the proper operation of the Services offered by MEDIAPLAZZA depends on factors which are not entirely under its control. Consequently, MEDIAPLAZZA may not incur any responsibility for a malfunction of its Services unless the AFFILIATE is able to demonstrate gross negligence or fraudulent actions by MEDIAPLAZZA.

MEDIAPLAZZA is responsible for the proper fulfilment of its own obligations with its various technical partners, in particular such as telecommunications operators, web hosts, etc., this list not being exhaustive.

MEDIAPLAZZA may only be held responsible due to the Contents, data and information over which it has control and which it puts into use in the context of the Affiliation Programme.

Thus, MEDIAPLAZZA may not be held responsible for:

- the Content or any other documents, data or information of any nature over which it does not have control and which shall be offered, exploited or put into use by the AFFILIATE on the White Label Pages or another of the AFFILIATE's sites,
- any harm or problem related to the use of the Service attributable to Internet Users and/or End Clients not respecting the conditions for use or downloading of the Service,
- the use by the AFFILIATE of the Tools put at its disposal and any harm which may result from them,
- any damages, complaints or claims of any sort and/or problems resulting from any commercial transaction made via the [www.mobilostore.com](http://www.mobilostore.com) website and specifically those that may occur when ordering, selling, delivering and/or using the goods or services ordered on the aforementioned website,
- generally, problems resulting from the use of Services which due to failure by the AFFILIATE to respect its technical provisions supplied by MEDIAPLAZZA and/or by Internet Users and/or End Clients not respecting the conditions for use of the Services and the general sales conditions.

**9.3** In the event that a third party sends MEDIAPLAZZA a request, reclamation, complaint of any nature or brings a lawsuit against MEDIAPLAZZA based on the Content or any other documents, data or information of any nature offered, exploited or used by the AFFILIATE (including the domain name(s), sub domain name(s), keywords, etc. chosen by the AFFILIATE), the AFFILIATE shall assume the expenses of any kind incurred by MEDIAPLAZZA and shall compensate, upon first request, possible legal fees, sums laid out for any reason (including sums laid out in the context of a pre-litigation procedure and a transactional agreement), and for all costs, expenses and monetary damages which it may owe and without limitation.

Faced with such a situation and in all cases, MEDIAPLAZZA reserves the right to:

- suspend and/or terminate this Contract without warning and without any sort of compensation,
- and/or keep the sums due to the AFFILIATE up to the sums required or paid by MEDIAPLAZZA to implement financial compensation.

In the event of gross negligence or fraudulent activity by MEDIAPLAZZA with regard to the AFFILIATE, the AFFILIATE shall have the ability, on condition that the offence at the origin of this breach is proven, to request redress for the direct harm which it shall prove.

In the event of non-fulfilment, even partial, by the AFFILIATE of any of the obligations under this Contract, MEDIAPLAZZA's responsibility may not be sought.

MEDIAPLAZZA excludes redress of any kind for indirect losses such as failure to earn, commercial or financial harm, increase in general fees, loss of brand image, loss of exploitation, consequences of recovery by third parties or losses originating or resulting from the Contract, as well as losses caused to people or goods separate from the subject of the Contract.

MEDIAPLAZZA shall not be held responsible for malfunctions in the Affiliation Programme, infractions resulting from the undermining of the normal operation of the AFFILIATE's site, losses of data and/or contents, losses caused to interfaces and exploitation and/or hosting systems, as well as to computer protection systems, attacks on information or electronic communication materials which may result from this Contract or from its consequences with regard to third parties.

Likewise, MEDIAPLAZZA may not be held responsible in the event of a temporary interruption in the Service(s) for maintenance or development operations.

MEDIAPLAZZA may not be held responsible for the proper routing of Contents to End Clients' Terminals, which is the sole responsibility of the telecommunications operators.

MEDIAPLAZZA cannot guarantee proper performance of the applicable General Sales Conditions by the End Client.

In the event that MEDIAPLAZZA is held responsible, the total amount of compensation which MEDIAPLAZZA may be required to pay the AFFILIATE may not exceed the smaller of the two sums between (i) those received by the AFFILIATE under the Contract during the six (6) months preceding the cause of action for the harm, and (ii) 10,000 (ten thousand) euros, all causes combined.

The parties agree that these last amounts are not derisory or excessive and correspond to the express desires of the Parties.

## **ARTICLE 10: INSURANCE**

The AFFILIATE declares that it is insured by an insurance company known to be solvent for all of the harmful consequences of actions for which it may be held responsible under this Contract.

The AFFILIATE declares that it has paid all of the requisite premiums, and undertakes to pay future premiums.

## **ARTICLE 11: INTELLECTUAL PROPERTY**

**11.1** The AFFILIATE declares that it holds all of the rights related to its trademarks, logos, business names and other distinctive signs, as well as to the Contents belonging to it and any other identifying element concerning it. It declares and guarantees that it is duly authorised to sign and perform this Contract and has personally undertaken to pay all of the fees related to the acquisition of these rights and/or authorisations.

**11.2** The AFFILIATE guarantees the full and completely unencumbered enjoyment of all of the rights that it shall grant by way of fulfilment of this Contract, and guarantees MEDIAPLAZZA against any harm or claims, any eviction and any other infringement action due to the services and/or schemes of the AFFILIATE as well as of any element provided by it in the context of this Contract.

Consequently, the AFFILIATE undertakes to personally handle any complaints and/or proceedings, whatever their form and nature, brought against MEDIAPLAZZA by a third party and which shall be directly or indirectly attached to the rights granted or put into use in this Contract.

To this end, the AFFILIATE undertakes to directly pay, up to the level of the complaint, any sums which shall be required from MEDIAPLAZZA to this end, and to participate voluntarily if necessary in all legal proceedings brought against MEDIAPLAZZA, as well as to guarantee it against any order which may be pronounced against MEDIAPLAZZA on this occasion.

In the event that prohibited use is pronounced due to an infringement action or results from a transaction signed with the instigator of the infringement proceedings, the AFFILIATE shall endeavour, in a timely manner, at its choice and its expense, either to:

- obtain the right for MEDIAPLAZZA to continue use,
- replace the infringing element with an equivalent element which is not the subject of an infringement action,
- modify the infringing element in such a way as to avoid said infringement,

all without any decrease in the satisfaction of MEDIAPLAZZA's needs.

The AFFILIATE declares and guarantees that it respects and shall respect the rights of third parties, in particular concerning the choice of names for sub-domains intended to host White Label Pages, or keywords intended to reference the White Label Pages on search engines.

In this respect, the AFFILIATE's attention is drawn to the risks related to keywords done to this end. MEDIAPLAZZA hereby warns the AFFILIATE and requests it to demonstrate extreme caution in the choice of its keywords and in any other element referencing or promoting its sites.

**11.3** MEDIAPLAZZA, which declares that it holds the necessary rights for the settlement of this Contract, remains the sole and unique owner of its names, marks, logos and other distinctive signs, as well as of all of the elements it puts into place within the framework of the Contract and in particular the exploitation rights for the Services, Content, Tools and all other software applications which may be developed.

**11.4** This Contract does not bring about any transfer of ownership of the elements, Contents and Tools of MEDIAPLAZZA. In fact, the AFFILIATE is prohibited from directly or indirectly undermining MEDIAPLAZZA's intellectual property rights, undertakes to respect all of MEDIAPLAZZA's rights and shall not make any parallels or create any confusion in the minds of the public between its contents and those of MEDIAPLAZZA.

The AFFILIATE undertakes to take all necessary measures to ensure the protection of MEDIAPLAZZA's intellectual property rights and shall maintain in particular, if they exist, the ownership or copyright notices present on the Contents or Tools.

The ideas, methods, procedures, scripts and knowledge developed by MEDIAPLAZZA by way of its Affiliation Programme are and shall remain its sole property.

**11.5** Under this Contract, each of the parties grants its co-contractor, for the entire duration of this Contract, a free, worldwide, personal and non-exclusive usage right concerning its marks, logos, business names and other distinctive signs, as well as to the Contents belonging to it and any other identifying element concerning it, thereby authorising their use, reproduction and representation, within the limits and for the exclusive needs of this Contract.

## **ARTICLE 12: AGREEMENT OF PROOF**

The Parties have agreed upon the following terms concerning the agreement of proof:

- constitute elements of proof: exchanges of electronic mail, log files hosted on MEDIAPLAZZA servers or servers belonging to one of its technical service providers, the statistical elements generated and transmitted by MEDIAPLAZZA, accessible electronically,
- MEDIAPLAZZA ensures the conservation and archiving of elements of proof for a period of one year,

The AFFILIATE may, if necessary, upon founded request and no more than once per civil year, request access to and consultation of the elements concerning it from MEDIAPLAZZA.

## **ARTICLE 13: FINANCIAL CONDITIONS**

### **13.1 Payment schemes**

The payment of the AFFILIATE is done according to the number of Downloads done by End Clients. This payment is calculated:

- by Download, and by Service based on the payment grid which may be seen on MEDIAPLAZZA's website,

- on the condition that the Downloads have been done legally and with payment to MEDIAPLAZZA, by the Operators and/or any other service provider, for the Downloads done.

### **13.2 Forms of payment of remuneration**

On the basis of the statistics generated by MEDIAPLAZZA's measurement tool and exclusively using the tools put at its disposal by MEDIAPLAZZA, the AFFILIATE shall establish and send MEDIAPLAZZA an invoice showing the number of Downloads done over the periods in question, applying the remunerations resulting from the price grid in force for the period in question to these Downloads.

The AFFILIATE has the ability to contest the statistics put at its disposal within a period of 6 (six) months from the date they were put online.

The AFFILIATE must, failing to contest within this period, issue its invoice, being specified that:

- only Downloads done over the 12 (twelve) months preceding the issuance date of the AFFILIATE's invoice may be the subject of an invoice and a payment by MEDIAPLAZZA,
- the issuance of this invoice shall only be possible from the moment that the amount of Downloads done has reached 50 (fifty) euros or the equivalent sum in American dollars.

MEDIAPLAZZA shall verify the coherence of this invoice with the aforementioned statistical data and price grids and may, if necessary, contest the invoice as issued.

In the event of an objection from the AFFILIATE sent by registered letter with return receipt, MEDIAPLAZZA shall undertake internal investigations and shall suspend, in the mean time, the payment process to the AFFILIATE.

MEDIAPLAZZA shall send the result of its investigations to the AFFILIATE within a period of one month from the date of receipt of the AFFILIATE's objection.

In the event that MEDIAPLAZZA welcomes all or part of the AFFILIATE's objections, a new invoice shall be issued to replace the contested invoice, which shall be the subject of a credit.

MEDIAPLAZZA shall pay the invoice issued by the AFFILIATE within a period of 60 days from its date of issuance or, in the event of an objection, from the issuance date of the corrected invoice.

Invoices must be prepared and shall be paid in euros or American dollars, any bank fees (in particular wire transfer fees) remaining the responsibility of the AFFILIATE.

### **13.3 Forms of modifying payment**

The AFFILIATE recognises that the payment grid may be modified by MEDIAPLAZZA at any time. In this case, MEDIAPLAZZA shall consequently modify the payment grid available on its website ([www.mediaplazza.com](http://www.mediaplazza.com)), from then on making the new payments payable to the AFFILIATES.

In the event that the AFFILIATE does not wish to continue its participation in the Affiliation Programme after this new payment grid becomes effective, it shall have the ability to terminate this Contract, which it may do within 30 (thirty) days from the date that this grid is put online. Failing this, the AFFILIATE shall be considered to have accepted said modifications.

### **13.4 Exclusion from the right to payment.**

Any contentious Download, particularly due to call quantity abuse, pirating of telephone lines or any other fraudulent procedure, shall not entitle the AFFILIATE to any payment or shall justify, if

applicable, the reimbursement of sums already received by the AFFILIATE. Moreover, MEDIAPLAZZA reserves the right to terminate the Contract at the AFFILIATE's fault, as well as to bring any civil or penal procedure allowing it to defend its interests against the person guilty of fraud.

### **13.5 Compliance with French laws on 'travail dissimulé'**

As required by the French legislation on 'travail dissimulé', as described in articles L. 324-9 and those that follow, L. 362-3 and those that follow and R. 324-2 and those that follow of the French 'Code du Travail' (French employment law), as soon as the amount owed to AFFILIATE by MEDIAPLAZZA reaches a cumulative total of 2,500 euros during a calendar year, AFFILIATE must provide MEDIAPLAZZA with the following, from that date and every six months:

- an attestation that is less than six months old confirming that social declarations have been made which is issued by a social protection organisation that is responsible for collecting social fees and payments due by AFFILIATE,
- an attestation issued by AFFILIATE that on the date of the attestation, it has provided the tax authorities with all the compulsory declarations and the declaration receipt from a 'centre de formalités des entreprises' (Company registry) when AFFILIATE is not required to be registered with a company or trade registry and is not able to provide a registration extract or an identity card that proves that it is registered with a trade registry.

One of the following documents if AFFILIATE has to be registered with a company or trade registry:

- an extract of its registration with a company registry (extract K or KBis in France),
- an identity card that proves it is registered with a trade registry
- a quotation, publicity or business letter provided it contains the company name, full address and company or trade registry registration number or a list or table of a professional body,
- a declaration receipt from a 'centre de formalité des entreprises' for individuals or entities that are in the process of being registered.

When AFFILIATE has employees, when the aforementioned amount is exceeded, it must also provide an attestation from the date the amount is exceeded then every six months during the Contract term that the work is realised by these employees who are legally employed in accordance with articles L. 320, L. 143-3 and R. 143-2 of the French Code du Travail.

In the event that AFFILIATE fails to provide MEDIAPLAZZA with all the justifying documents required given its situation, upon exceeding the 2,500 euros threshold and every six months thereafter, MEDIAPLAZZA will stop making the payments due to AFFILIATE. Payment will only be made, in accordance with article 13.2 herein, after MEDIAPLAZZA has received and checked the required document sent by AFFILIATE.

This list of justifying documents may be changed depending on the applicable legislation which AFFILIATE states it is aware of therefore it is responsible for checking the changes. In this respect, AFFILIATE is advised to obtain professional advice on legal fiscal and social issues.

### **ARTICLE 14: AFFILIATION MASTER**

MEDIAPLAZZA offers the AFFILIATE the possibility of generating new affiliations in MEDIAPLAZZA's Affiliation Programme, called GODCHILDREN, through advertising banners or other promotional elements offered by MEDIAPLAZZA and selected by the AFFILIATE.

The AFFILIATE generating new registrations, hereinafter AFFILIATION MASTER, receives, for each GODCHILD, a payment calculated based on the turnover before tax generated by its GODCHILD or GODCHILDREN.

This payment may be consulted in the payment grid on the site [www.mediaplazza.com](http://www.mediaplazza.com), on the condition that the provisions of Article 13.3 are applied.

This payment shall only be due on the condition that the AFFILIATION MASTER respects in particular the following obligations:

- the GODCHILD may not be the AFFILIATION MASTER or any company belonging to the AFFILIATE's group, meaning any company for which the AFFILIATE directly or indirectly holds more than 20%,
- only registrations of GODCHILDREN done through the sub-domain and/or the site chosen and defined by the AFFILIATE at the time of its registration in the Affiliation Programme shall be taken into account.

In the event that MEDIAPLAZZA demonstrates that the AFFILIATION MASTER went against the above provision, MEDIAPLAZZA may then claim all of the sums wrongfully received by the AFFILIATION MASTER.

The AFFILIATION MASTER shall benefit from these payments in the 12 months following the registration date of its GODCHILD to MEDIAPLAZZA's services.

In the event that a GODCHILD does not generate any revenue for one month, the AFFILIATION MASTER shall receive no further additional payment under this Article.

## **ARTICLE 15: PERSONAL DATA**

MEDIAPLAZZA undertakes to respect all of the provisions of the Computing and Freedoms Law [*loi Informatique et Libertés*] no. 78-17 of 6 January 1978 and any other text complementing or modifying it.

The personal data provided to MEDIAPLAZZA during registration in the Affiliation Programme may be used to inform the AFFILIATE of new commercial offers from MEDIAPLAZZA, which the latter expressly recognizes and accepts.

These data are not given or transferred to third parties. They may, however, be transmitted to MEDIAPLAZZA's suppliers and service providers for direct needs and those connected to performance of this Contract.

In accordance with the Computing and Freedoms Law no. 78-17 of 6 January 1978, the AFFILIATE possesses access, opposition and correction rights for data concerning it.

These rights may be exercised with MEDIAPLAZZA at the address appearing on the site [www.mediaplazza.com](http://www.mediaplazza.com) or by e-mail: [support.b2b@mediaplazza.com](mailto:support.b2b@mediaplazza.com).

MEDIAPLAZZA is the sole owner of the database made up by the collection of information from End Clients and Internet Users and is solely responsible for the processing of personal data required to use its Services.

Because of the preceding, the AFFILIATE is prohibited from collecting information and/or creating a database of End Clients it has encountered through these Services and may not have direct or indirect contact with these same Internet Users and/or End Clients through any means.

## **ARTICLE 16: DURATION AND TERMINATION**

**16.1** The Contract enters into force from the acceptance date addressed to the AFFILIATE by MEDIAPLAZZA, by electronic message, of the request for subscription to the Affiliation Programme submitted by the AFFILIATE.

**16.2** Termination on the initiative of one of the Parties

The Contract is signed for an undetermined length of time. Either Party may bring it to an end at any time by registered letter with return receipt or by electronic mail, with a one-month warning period, without compensation by either Party.

### **16.3 Termination for lack of revenue.**

In the event the AFFILIATE does not generate any revenue for a period of sixty days, MEDIAPLAZZA may terminate this Contract without warning by registered letter with return receipt or by electronic mail.

### **16.4 Termination due to breach.**

Moreover, in the event that the AFFILIATE fails to respect any of the conditions of this Contract, MEDIAPLAZZA reserves the right to terminate it, automatically, at the AFFILIATE's fault. Such a termination shall be pronounced without warning or formal demand, and on the condition of the monetary damages which MEDIAPLAZZA may claim.

### **16.5 Termination due to a third party.**

The Contract shall end automatically and as of right in the event of termination of the agreement binding the Operator and/or any other of MEDIAPLAZZA's service providers. Such a termination shall not entitle the AFFILIATE to any form of compensation.

### **16.6 Effects of termination.**

Upon termination of contractual relations for any reason, the AFFILIATE must remove all of the Contents, information and any other data used within the framework of the Affiliation Programme. The AFFILIATE must also remove all commercial references as well as any hypertext links which it may have set up between its site and the site(s) exploited by MEDIAPLAZZA. The AFFILIATE must also stop use of the affiliation Tools put at its disposal by MEDIAPLAZZA as well as all Content, data, information or other element put at its disposal by MEDIAPLAZZA.

MEDIAPLAZZA shall remove all of the Contents, information and any other data related to the AFFILIATE over which it has control. On the date of termination of the Contract, the AFFILIATE shall have to repay all of the sums which may have been received as advances paid by MEDIAPLAZZA.

AFFILIATE can issue an invoice when its affiliate account is closed that is equal to the amount of downloads that have been made. With the exception of terminations made by MEDIAPLAZZA under article 16.4 herein, MEDIAPLAZZA will pay this invoice in accordance with the conditions herein even if the minimum invoice amount specified in article 13.2 is not reached.

## **ARTICLE 17: FORCE MAJEURE**

In case of events meeting the characteristics of force majeure as defined by the courts, the obligations of the affected Party are suspended. The Parties agree moreover that the following may be included in cases of force majeure:

- interruptions in service due to a failure in the telecommunications networks, its service providers or to the characteristics and limitations of the Internet network, in particular in the event of interruptions in network access, technical performance and response time to consult, question or transfer information,
- insurrections, civil war, military operations, national or local states of emergency, natural catastrophes, fire, lightning, explosion, flood, storms.

In the event that an occurrence of force majeure prevents one of the Parties from fulfilling its contractual obligations for a period longer than two (2) weeks, either Party may terminate this Contract by registered letter with return receipt, without being able to require the other to provide any compensation.

## **ARTICLE 18: CONFIDENTIALITY**

The Parties mutually undertake to keep confidential the information (including methods and knowledge) and documents of any nature, whether commercial, financial, economic, technical (in

particular scripts provided by MEDIAPLAZZA), etc., to which they may have had access during the fulfilment of this Contract.

However, neither Party shall be responsible for the disclosure of information or documents if they:

- are already in the public domain;
- were regularly obtained by third parties without an obligation to keep them secret;
- must be transmitted to a third party as required by law, a legal decision or a decision by a competent public authority; or
- are transmitted to a Court, including an arbitration court, or to an expert or counsel, in order to protect one's rights.

AFFILIATE recognises that MEDIAPLAZZA has the right to mention its name as a commercial reference in its different commercial and promotional materials.

#### **ARTICLE 19: USER NAME AND PASSWORD**

The user name and password transmitted by MEDIAPLAZZA to the AFFILIATE are used under the sole responsibility of the AFFILIATE, who must not under any circumstances transmit them to a third party. In the event of unauthorised use of its user name and password, the AFFILIATE must immediately inform MEDIAPLAZZA by fax, registered letter or email at the addresses indicated for the purposes of this Contract.

Unless MEDIAPLAZZA does not react and take the appropriate measure within 72 hours of notification by the AFFILIATE of unauthorised use of its user name and password, any use of the user name and password shall be conclusively assumed to constitute use solely by the AFFILIATE.

#### **ARTICLE 20: COMPETITION**

In general, the AFFILIATE is prohibited for the duration of the Contract and after its end from any act of disloyal competition, parasitism or disparagement with regard to MEDIAPLAZZA.

#### **ARTICLE 21: INDÉPENDENCE OF THE PARTIES**

The terms of the Contract may not be interpreted as making one Party the proxy, agent or legal representative of the other Party.

No provision of this Contract may be interpreted as creating in particular a partnership, joint venture, franchise or any other tied link between MEDIAPLAZZA and the AFFILIATE.

Thus, each of the Parties undertakes to do nothing which may give any third party a false impression in this respect and also not to enter into any commitment or offer any guarantee on behalf of the other Party.

#### **ARTICLE 22: TRANSFER OF THE CONTRACT**

The Contract may not under any circumstances be the subject of a transfer, in return for payment or free of charge, by either of the Parties, without express and prior authorisation by the other Party.

However, the Contract is freely transmissible by MEDIAPLAZZA to any company related to it, directly or indirectly (including any company from the group JET MULTIMEDIA GROUP) and/or which, within the framework of the restructuring of its capital or its activities, shall substitute itself for the rights and obligations and in particular in the event of a transfer resulting from a merger, spin-off or transfer of shares.

## **ARTICLE 23: SUB-CONTRACTING**

MEDIAPLAZZA may freely use any sub-contractor of its choice to enable it to fully exercise the rights or obligations it has under this Contract.

The relations between MEDIAPLAZZA and its potential sub-contractors or independent service providers shall be its sole responsibility and shall not in any way fall to the responsibility of the AFFILIATE.

MEDIAPLAZZA shall preserve the responsibility of proper fulfilment of its obligations under the terms of this Contract with regard to the AFFILIATE, even in the event that sub-contractors are used.

## **ARTICLE 24: GENERAL INFORMATION**

No renunciation by either of the Parties to take advantage of any of its rights in accordance with the terms of the Contract shall constitute future renunciation of said rights.

In the event that one of the clauses of the Contract is declared null or not applicable, this clause shall be said to be unwritten but shall not bring about the nullity of the Contract in its entirety, the Parties having, in this case, to endeavour to find an equivalent clause which is valid and translates their intention.

The Contract replaces all earlier agreements between the Parties having the same subject.

MEDIAPLAZZA reserves the right to modify this Contract at any time. This Contract being accessible on the MEDIAPLAZZA site, it is the AFFILIATE's responsibility to consult it regularly.

MEDIAPLAZZA shall nevertheless inform the AFFILIATE through any means of modifications to this Contract, these changes entering into force upon being put online on the MEDIAPLAZZA site.

## **ARTICLE 25: APPLICABLE LAW - ASSIGNMENT OF JURISDICTION**

This Contract is subject to the laws of the French Republic.

In the event of objections related to the interpretation, performance and/or validity of this Contract, and provided the conditions of article 48 of the French Nouveau Code de Procédure Civile (French civil law) apply, express jurisdiction is granted to the Courts of PARIS [*Tribunaux de PARIS*], notwithstanding plurality of defendants or third-party complaints, in any proceedings, contradictory or otherwise, and even in the event of emergency proceedings.

### **Contact:**

#### **MEDIAPLAZZA.com**

Simplified share issuing company capitalised at 154,000 Euros, registered with the Paris company registry under no. B 430 325 811, with its Registered Office at 86, avenue des Ternes – 75017 PARIS, France

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