

## CONTRAT DE PRESTATION DE SERVICES

Ce Contrat de prestation de services (ci-après le « **Contrat** ») est conclu entre iAdvize, société par actions simplifiée, immatriculée au registre du commerce et des sociétés de Nantes sous le numéro 519 698 914, dont le siège social est situé 9 rue Nina Simone, Le Berlingot, Bâtiment B, 44000 Nantes, représentée par Monsieur Julien Hervouët, Président, dûment habilité à cet effet (ci-après « **iAdvize** »), et l'Expert (ci-après « **l'Expert** »). Ce Contrat régit les relations entre iAdvize et l'Expert. En acceptant ce Contrat, l'Expert s'engage à en respecter toutes les dispositions.

### PRÉAMBULE :

iAdvize édite une solution informatique dénommée « **ibbü** », permettant aux entreprises clientes de iAdvize d'offrir aux internautes visitant leurs sites internet les conseils de personnes expertes, rémunérées pour répondre à leurs questions. L'Expert possède un intérêt et une expertise spécifiques pour les produits ou services proposés par les entreprises utilisant la solution « **ibbü** ». L'Expert a manifesté son intérêt à collaborer avec iAdvize afin de faire bénéficier les internautes des entreprises clientes de son expertise dans un domaine spécifique.

### CECI ÉTANT EXPOSÉ, IL A ÉTÉ CONVENU CE QUI SUIT :

#### 1. Définitions

Les définitions suivantes s'appliquent à l'intégralité du Contrat, y compris le préambule :

**Mission** : désigne une campagne marketing pendant laquelle l'Expert utilise la Solution et réalise des Conversations dédiées à une Marque.

**Conditions de la Mission** : désigne les conditions particulières propres à une Mission, fixant notamment les conditions de rémunération, la durée et les taux de satisfaction.

**Contrat** : désigne l'ensemble des stipulations contractuelles liant l'Expert à iAdvize, c'est-à-dire le présent document, ses annexes ainsi que les éléments spécifiés dans la Solution (notamment les modalités de rémunération des Experts).

**Conversation** : désigne les échanges de correspondances électroniques que peut conduire un Expert, uniquement via la Solution, avec un Internaute, sur sollicitation préalable de l'Internaute et dans les conditions et limites du Contrat.

**Expert** : désigne tout travailleur indépendant doté d'un intérêt et d'une expertise spécifique pour un ou des produits et signataire des présentes.

**Internaute** : désigne les visiteurs des Supports Numériques des Marques qui sollicitent une Conversation avec un Expert via la Solution.

**Marque** : désigne les entreprises clientes de iAdvize qui ont souscrit au Service **ibbü** et qui souhaitent donner accès aux Internautes à des Experts.

**Partie(s)** : désigne individuellement l'Expert ou iAdvize et collectivement l'Expert et iAdvize.

**Prestation** : désigne les Conversations réalisées par l'Expert avec les Internautes via la Solution et donnant lieu à rémunération par iAdvize.

**Service **ibbü**** : désigne indifféremment :

- l'espace privatif de l'Expert sur la Solution, accessible avec ses Éléments d'Identification et sur lequel lui sont proposés notamment la possibilité de (i) communiquer entre Experts, (ii) participer aux sélections pour une ou plusieurs Mission(s), (iii) réaliser des Conversations avec les Internautes de la Marque présents sur les Supports Numériques dans le cadre des Missions, (iv) communiquer avec iAdvize et/ou la Marque, et (v) avoir accès aux informations personnelles le concernant, ses notations et ses statistiques d'échanges avec les Internautes ;
- l'espace sur le Support Numérique permettant à un Internaute d'engager une Conversation avec un Expert ;
- l'espace privatif de la Marque sur la Solution.

**Solution** : désigne l'ensemble des applicatifs informatiques nécessaires au

fonctionnement et à l'exploitation du service de plateforme logicielle de commerce conversationnel proposé par iAdvize, notamment le Service **ibbü**.

**Support Numérique** : désigne tout espace numérique appartenant à la Marque sur lequel est installée la Solution, y compris un site internet, une application mobile, une page « Facebook » ou un compte « Twitter ».

Sauf exigence contraire résultant du contexte, les termes et définitions déclinés au singulier incluent le pluriel, et inversement.

### 2. Fonctionnement du Service **ibbü** pour l'Expert

#### 2.1. Acceptation des Conditions de la Mission

Avant chaque Mission, iAdvize envoie par email une offre à l'Expert précisant les Conditions de la Mission. L'Expert est libre de répondre, de ne pas répondre, d'accepter ou de refuser l'offre faite par iAdvize. À compter de l'acceptation par l'Expert des Conditions de la Mission, celles-ci deviennent contractuelles et font partie intégrante du Contrat. La réalisation de Conversations par l'Expert via la Solution vaut acceptation des Conditions de la Mission et s'applique à toutes les Conversations réalisées dans le cadre de cette Mission. Les Conditions de la Mission sont susceptibles d'être modifiées au cours du Contrat. Une notification sera envoyée à l'Expert précisant ces nouvelles Conditions de la Mission en respectant un délai de préavis raisonnable. La poursuite de la réalisation de Conversations par l'Expert via la Solution vaut acceptation des nouvelles Conditions de la Mission dans le cadre de cette Mission.

#### 2.2. Interactions avec la Marque et les Internautes

La Solution étant déployée sur le Support Numérique des Marques, l'Expert accepte qu'il sera amené à interagir avec les Marques. L'Expert accepte également que les Marques accèdent aux Conversations menées par l'Expert sur leur Support Numérique et fournissent des informations à iAdvize sur ces Conversations dans le cadre du Service **ibbü**. L'Expert est informé que la Solution permet aux Internautes, à la fin de chaque Conversation, de remplir un questionnaire de satisfaction portant sur la qualité de la Conversation. Les Internautes pourront, le cas échéant, y notifier les comportements inappropriés de l'Expert dont ils auraient fait l'objet.

### 3. Obligations d'iAdvize

#### 3.1. Obligations d'iAdvize

En contrepartie de la réalisation des Prestations et de l'envoi d'une facture, iAdvize s'engage à rémunérer l'Expert selon les termes convenus entre les Parties. iAdvize s'engage à fournir à l'Expert, en temps utile, tous les documents, informations et explications nécessaires pour exécuter les Prestations dans les meilleures conditions possibles. iAdvize est débitrice d'une obligation de moyens et s'engage à assurer la permanence, la continuité et la qualité de l'accès à la Solution.

La Solution est accessible 24/24h et 7/7j, sauf en cas de force majeure, comportement imprévisible et insurmontable d'un tiers, et sous réserve des éventuelles pannes et interventions de maintenance et de mise à jour nécessaires au bon fonctionnement de la Solution.

#### 3.2. Responsabilité d'iAdvize

En cas de manquement d'iAdvize à une ou plusieurs de ses obligations, l'Expert pourra :

- a) suspendre l'exécution des Prestations ; et/ou
- b) résilier le Contrat avec iAdvize dans les conditions prévues par l'article 10.

En revanche, iAdvize ne saurait être tenue responsable des dysfonctionnements d'accès à la Solution dus aux terminaux informatiques utilisés par l'Expert, à sa connexion internet ou en cas de force majeure,

comportement imprévisible et insurmontable d'un tiers, et sous réserve des éventuelles pannes et interventions de maintenance et de mise à jour nécessaires au bon fonctionnement de la Solution.

#### **4. Obligations de l'Expert**

##### **4.1. Obligations générales de l'Expert**

Lors de la signature du Contrat, l'Expert s'engage à fournir les garanties et justificatifs listés en Annexe 1. L'Expert certifie avoir au moins 18 ans. Tout au long du Contrat, l'Expert s'engage à :

- a) ne jamais nuire aux Internaute, aux autres Experts, à la Marque, ou à iAdvize, de quelque manière que ce soit, et ne pas transmettre des fichiers nuisibles (par exemple, des fichiers contenant un virus informatique) par le biais de la Solution ;
- b) ne pas utiliser la Solution dans le but de promouvoir un concurrent de la Marque ou d'iAdvize ;
- c) ne pas générer, de quelque manière que ce soit, de fausses Conversations destinées à gonfler artificiellement sa rémunération ;
- d) signaler à l'équipe ibbū toutes Conversations suspectes avec un Internaute et, selon les situations, bloquer les Internaute via la fonctionnalité de blocage des Internaute de la Solution ;
- e) ne pas communiquer ses identifiants de connexion à la Solution, ne pas laisser un tiers réaliser des Conversations à sa place et ne pas sous-traiter les Prestations qui font l'objet du présent Contrat d'une quelconque manière ;
- f) réaliser les Prestations de manière professionnelle et de bonne foi afin d'assurer l'exécution paisible de la Mission.

##### **4.2. Obligations de l'Expert dans le cadre des Conversations**

L'Expert garantit à iAdvize qu'il dispose d'une excellente connaissance des produits et/ou services commercialisés par la Marque, à tout le moins de son secteur d'activité tel qu'exploité sur le Support Numérique, et qu'il est en mesure d'apporter des réponses fiables aux questions formulées par les Internaute lors des Conversations. Dans le cadre des Prestations, l'Expert s'engage à se conformer aux principes suivants :

- a) respecter les règles de communication sur le Livefeed qui figurent à l'Annexe 2 du Contrat ;
- b) ne pas tenir de propos ou écrire de manière inappropriée aux autres Experts, à la Marque, aux Internaute ou à iAdvize (tels que des propos impolis ou irrespectueux, des insultes, des menaces, des propos racistes, xénophobes, diffamatoires, etc.) ;
- c) ne pas demander aux Internaute des informations sensibles les concernant, telles que des informations personnelles relevant de leur vie privée, leurs coordonnées bancaires, leurs identifiants et mots de passe, ou toute autre donnée personnelle ;
- d) ne jamais induire volontairement un Internaute en erreur en lui donnant des informations fausses ou incertaines ;
- e) ne pas laisser croire à un Internaute qu'il serait fictif, notamment en faisant un usage excessif de réponses pré-rédigées au cours des Conversations ;
- f) ne pas utiliser de manière abusive les fonctionnalités fournies par la Solution (Par exemple, « pause », « bloque » ou toute autre fonctionnalité) conformément aux bonnes pratiques décrites dans le [help center](#) concernant l'utilisation de cette fonction ;
- g) ne pas adopter au cours des Conversations une attitude dévalorisant la Marque ou iAdvize ;
- h) échanger dans la langue de la Mission avec les Internaute, sous réserve d'une demande expresse de l'Internaute de parler dans une langue étrangère ; et
- i) plus généralement, ne pas violer la loi ou les dispositions du présent Contrat dans le cadre des Conversations avec les Internaute.

##### **4.3. Responsabilité de l'Expert**

L'Expert est libre et responsable de son comportement, en particulier des propos qu'il tient aux Internaute dans le cadre des Prestations. En cas de manquement par l'Expert à une ou plusieurs de ses obligations, iAdvize pourra :

- a) suspendre de manière immédiate l'accès de l'Expert à la Solution, afin de :
  - i) déterminer avec l'Expert la matérialité et la portée des manquements au Contrat qu'il aurait commis ;
  - ii) accompagner l'Expert à atteindre les objectifs définis dans les Conditions de la Mission ;
- b) exclure l'Expert d'une Mission, après l'en avoir informé par courrier électronique ou postal, sans résilier le présent Contrat ;
- c) résilier le Contrat avec l'Expert dans les conditions prévues par l'article 10.

L'Expert ne saurait être tenu responsable en cas de force majeure ou de comportement imprévisible et insurmontable d'un tiers.

#### **5. Paiement et facturation**

Conformément aux termes du mandat prévu à l'article 6 du Contrat, iAdvize établit une facture au nom et pour le compte de l'Expert entre le 1er et le 10 de chaque mois pour les prestations réalisées par l'Expert au cours du mois précédent. iAdvize communique cette facture à l'Expert dès son émission. À cette fin, iAdvize fournit un état des prestations réalisées sur le mois écoulé dans l'espace personnel « administration » de la Solution.

L'Expert est présumé avoir accepté la facture émise en son nom et pour son compte par iAdvize s'il n'a pas émis de contestation à son sujet dans un délai de 30 jours après l'émission de la facture par iAdvize. iAdvize s'engage à payer l'Expert de façon hebdomadaire.

L'Expert s'engage à respecter les conditions générales d'utilisation des services de paiement de MangoPay disponibles à l'adresse suivante : [https://mangopay.com/terms-and-conditions/payment-services?utm\\_medium=email&hsenc=p2ANqtz-XLkcAIMUv2H6CRLEFUc3VYVi4JwjYozeImNpGoofP32S9jeDfP89iCHaPeWO9DBsSOceO4AIOGXu2uMGPNY7pwhFBcQ&hsmi=91010386&utm\\_content=91010386&utm\\_source=hs\\_email](https://mangopay.com/terms-and-conditions/payment-services?utm_medium=email&hsenc=p2ANqtz-XLkcAIMUv2H6CRLEFUc3VYVi4JwjYozeImNpGoofP32S9jeDfP89iCHaPeWO9DBsSOceO4AIOGXu2uMGPNY7pwhFBcQ&hsmi=91010386&utm_content=91010386&utm_source=hs_email).

#### **6. Mandat de facturation**

L'Expert donne expressément mandat à iAdvize, qui l'accepte, d'établir en son nom et pour son compte les factures relatives aux Prestations. Il est précisé que l'Expert conserve l'entière responsabilité de ses obligations légales et fiscales en matière de facturation au titre des factures originales émises en son nom et pour son compte par iAdvize, notamment en ce qui concerne ses obligations en matière de TVA. Le mandat de facturation est effectif pendant toute la durée du Contrat. iAdvize et l'Expert sont chacun tenus de conserver une copie des factures.

Pour les besoins du mandat, l'Expert transmet à iAdvize les informations suivantes :

- a) [selon la situation] Prénom et nom / ou raison sociale ;
- b) [selon la situation] Adresse postale / ou siège social ;
- c) [selon la situation] Numéro de SIRET / ou numéro d'immatriculation au RCS ;
- d) Adresse email ;
- e) [selon la situation] Copie d'une pièce d'identité en cours de validité (recto/verso) / ou extrait Kbis ;
- f) [selon la situation] Photo en format portrait ;
- g) Relevé d'identité bancaire ;
- h) Un avis de situation SIRENE de moins de 3 mois ;
- i) Un numéro de TVA intracommunautaire si les Prestations sont réalisées hors de France.

L'Expert s'engage à : (i) verser au Trésor public la taxe sur la valeur ajoutée dont il est le cas échéant redevable, (ii) demander et conserver une copie des factures émises pour son compte par iAdvize, et (iii) signaler à iAdvize toute modification dans les informations ci-dessus. Conformément au mandat ci-dessus, iAdvize édite la facture chaque mois.

#### **7. Missions à gratification alternative**

L'Expert a la possibilité de participer à des missions qui ne seront pas rémunérées en numéraire, mais gratifiées par l'octroi de bons d'achat, de

produits de la Marque ou de toute autre forme de récompense non monétaire. Cette gratification est directement effectuée par la Marque, à l'exclusion d'iAdvize. Ces formes de gratification alternative ne sont pas soumises aux mêmes obligations fiscales, notamment en ce qui concerne la TVA. Par conséquent, les dispositions des articles 5 et 6 du présent contrat ne s'appliquent pas à ces missions.

### **8. Autonomie et Indépendance**

Les Parties exercent leur activité en totale autonomie et indépendance, chacune d'elles supportant les risques de son activité.

En tant que partenaire commercial indépendant :

- a) L'Expert est libre de choisir ses jours d'activité et de repos ainsi que d'utiliser le matériel de son choix pour réaliser les Prestations.
- b) L'Expert n'est tenu à aucun volume horaire minimum de connexion au Service ibbū .
- c) L'Expert ne peut être employé par iAdvize. Dans l'éventualité où un Expert rejoindrait iAdvize en tant que collaborateur, son contrat de prestation de services sera immédiatement résilié en vertu des dispositions de l'article 10.1 du présent Contrat.
- d) L'Expert n'est soumis à aucune obligation d'exclusivité vis-à-vis de iAdvize. L'Expert est libre de conclure un ou plusieurs contrats similaires ou équivalents au présent Contrat avec toute personne physique ou morale, concurrente ou non de iAdvize, et de fournir ses prestations à sa clientèle personnelle.
- e) Les Parties ne sont soumises à aucune obligation de chiffre d'affaires ou de niveau d'activité minimum.

L'Expert prend acte et consent expressément qu'iAdvize ne garantit aucun minimum de revenu dans le cadre des prestations. C'est pourquoi iAdvize recommande que ces revenus ne soient pas considérés comme une unique source de revenu pour l'Expert.

### **9. Respect des obligations fiscales et sociales par l'Expert**

L'Expert certifie et déclare sur l'honneur qu'il respecte les obligations législatives et réglementaires qui lui sont applicables, en particulier en ce qui concerne ses obligations déclaratives et de paiement fiscales et sociales.

L'Expert s'engage à fournir à iAdvize, sur simple demande et tous les six mois à compter de la date de la première demande de iAdvize :

- a) un document attestant de son inscription au répertoire des métiers ou au registre du commerce et des sociétés, datant de moins de six mois ; et
- b) une attestation de fourniture des déclarations sociales et de paiement des cotisations et contributions de sécurité sociale prévue à l'article L. 243-15 du Code de la sécurité sociale, émanant des URSSAF, datant de moins de six mois.

En cas de manquement à cette obligation de fourniture de documents, iAdvize pourra résilier le Contrat immédiatement et sans indemnité.

### **10. Durée**

#### **10.1 Durée du Contrat**

Le Contrat entre en vigueur à compter de la date d'acceptation par l'Expert et pour une durée indéterminée. iAdvize se réserve le droit, pour les besoins de continuité du Service ibbū , de suspendre et/ou résilier le Contrat de l'Expert si ce dernier est inactif sur le Service ibbū , en respectant un délai de préavis raisonnable.

Chaque Partie est libre de mettre un terme au Contrat moyennant un préavis de trente (30) jours, en adressant un email à l'autre Partie, dans les hypothèses suivantes :

- a) la Partie ne souhaite plus collaborer avec l'autre et lui notifie sa volonté expresse de ne pas poursuivre la collaboration ;
- b) l'autre Partie n'est plus en mesure d'exécuter les obligations lui incombant au titre du Contrat (par exemple, en cas de procédure collective ou de maladie).

En cas de manquement grave à l'une des stipulations du Contrat, chaque Partie pourra résilier le Contrat sans indemnité et sans préavis. La fin du Contrat ne pourra donner lieu à aucune indemnité.

La Partie à l'origine de la résiliation du Contrat s'engage à exécuter intégralement les engagements qu'elle a souscrits. Plus particulièrement :

- a) en cas de résiliation du Contrat par iAdvize, cette dernière s'engage à payer l'Expert pour la/les Prestation(s) en cours ;
- b) en cas de résiliation du Contrat par l'Expert, ce dernier s'engage à mener les Conversations en cours avec les Internaute(s) jusqu'à leur terme.

#### **10.2 Durée du Contrat de Mission**

iAdvize pourra à tout moment, et en respectant un délai raisonnable, mettre fin à toute Mission, sans avoir à en justifier auprès des Experts. Dans ce cas, les Contrats de Mission des Experts seront résiliés.

### **11. Propriété intellectuelle**

iAdvize est le titulaire ou le concessionnaire des droits de propriété intellectuelle tant de la structure générale de la Solution que de son contenu (textes, slogans, graphiques, images, vidéos, photos et autres contenus), à l'exclusion de ceux fournis par les Marques.

Dès lors, conformément aux dispositions du Livre 1er du Code de la propriété intellectuelle, toute représentation, reproduction, modification, dénaturation et/ou exploitation totale ou partielle de la Solution, par quelque procédé que ce soit et sur quelque support que ce soit, sans l'autorisation expresse et préalable de iAdvize, est prohibée et constitue des actes de contrefaçon de droits d'auteur. De même, toute exploitation non autorisée de la Solution engage la responsabilité pénale et civile de l'Expert sur le fondement de la contrefaçon de droits d'auteur.

iAdvize entend divulguer la Solution afin d'en permettre un accès sur le réseau Internet, comme sur téléphonie mobile, et ce :

- a) depuis un ordinateur ou un terminal équivalent disposant d'un accès à un ou plusieurs réseaux de télécommunications permettant l'accès au réseau Internet et d'un logiciel de navigation sur le réseau Internet (de type Internet Explorer, Mozilla Firefox, etc.) ; et/ou
- b) un terminal téléphonique de type smartphone disposant d'un accès à un réseau de télécommunications permettant l'accès au réseau Internet.

Toute autre utilisation de la Solution est réputée de plein droit réservée à iAdvize et constitue une atteinte à son droit de divulgation sur la Solution.

Au titre des droits consentis ci-dessus, la Solution peut être utilisée conformément à sa destination exclusive, notamment conformément aux termes du présent Contrat.

L'Expert reconnaît et accepte que l'accès à la Solution mise à sa disposition par iAdvize ne saurait emporter une quelconque cession ou concession des droits de propriété intellectuelle (droits d'auteurs notamment) et autres droits à son bénéfice. Sauf autorisation préalable et écrite de iAdvize, l'Expert ne pourra en aucun cas :

- a) combiner la Solution avec toute autre œuvre, en particulier un logiciel,
- b) mettre à disposition, par tout moyen, d'un tiers,
- c) louer, transférer tout ou partie de la Solution à un tiers, y compris les sociétés et entités du groupe auquel il appartient, et
- d) s'interdit toute autre utilisation que celle concédée par le présent Contrat.

L'Expert s'interdit expressément, directement ou indirectement, par tout moyen et par l'intermédiaire de tout tiers, de (ou tenter de), sans que cette liste soit limitative : modifier, corriger, adapter, traduire, arranger, diffuser, transférer, distribuer, décompiler, effectuer une copie de sauvegarde en dehors des conditions prévues au présent Contrat, consentir un prêt, une location, une cession ou tout autre type de mise à disposition, quel qu'en soit le moyen, y compris via le réseau Internet, diffuser ou commercialiser à titre gratuit ou onéreux, et d'une manière générale, altérer de quelque manière que ce soit, y compris les mentions de copyright, la Solution.

## **12. Confidentialité**

Chaque Partie s'engage à ne pas divulguer à des tiers les informations confidentielles échangées dans le cadre du Contrat ou nécessaires à l'exécution des Prestations pendant toute la durée du Contrat et pour une durée de deux ans à compter de la fin du Contrat.

Chaque Partie s'engage à considérer et traiter comme confidentielles toutes les informations qui lui sont communiquées dans le cadre du Contrat ou nécessaires à l'exécution des Prestations, notamment les informations relatives aux prix, au fonctionnement de la Solution ou du Service ibbü .

Le Contrat et son contenu resteront confidentiels entre les Parties sauf dans les cas suivants : (i) pour faire valoir leurs droits en justice, notamment - mais pas exclusivement - dans l'hypothèse d'une inexécution des présentes par l'une des Parties, (ii) par une décision de justice, ou (iii) pour répondre à une demande d'une administration fiscale ou douanière, des organismes de recouvrement de cotisations sociales, d'un commissaire aux comptes ou d'un expert-comptable.

Dans l'éventualité où l'une des Parties serait contrainte de révéler à un tiers l'existence du Contrat ou son contenu, elle devra impérativement et préalablement en informer l'autre Partie dans les meilleurs délais par tout moyen, sauf s'il s'agit d'une demande d'une administration fiscale, d'un commissaire aux comptes ou d'un expert-comptable.

## **13. Données personnelles**

Les Parties s'engagent à respecter la réglementation en vigueur sur le traitement des données à caractère personnel, en particulier le règlement (UE)

2016/679 du Parlement européen et du Conseil du 27 avril 2016 (RGPD) et la Loi n° 78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés (les « Règles sur les Données Personnelles »).

Dans le cadre de l'exécution du Contrat, notamment pour les besoins des Conversations avec les Internautees sur les Supports Numériques des Marques, l'Expert est amené à réaliser des traitements de Données Personnelles en qualité de sous-traitant de iAdvize, au bénéfice de la Marque, qui agit en tant que responsable de traitement.

L'Expert s'engage à se conformer aux garanties relatives à la protection des données personnelles qui lient iAdvize à la Marque et qui sont reproduites en Annexe 3 du Contrat.

## **14. Divers**

iAdvize se réserve le droit de mettre à jour ou de modifier les termes du présent Contrat à tout moment, et en informera les Experts par tout moyen approprié. iAdvize recommande aux Experts de vérifier régulièrement tout changement éventuel au Contrat depuis leur espace personnel. La version mise à jour du présent Contrat remplace toute version antérieure. En continuant l'exécution des Prestations, les Experts consentent expressément à l'application de la dernière version du Contrat. Les Experts sont libres de mettre fin et de clôturer leur compte ibbü à tout moment conformément à l'article 10.1. Le Contrat remplace toutes les négociations, déclarations et accords antérieurs ayant pu exister.

Si une stipulation du Contrat s'avérait en tout ou en partie nulle ou invalide, la validité des autres clauses du Contrat ne serait pas affectée.

## **15. Loi applicable et juridiction compétente**

Le Contrat est régi et interprété conformément au droit français.

Les Parties s'engagent à soumettre tout litige ou contestation relatif à la validité, à l'interprétation, à l'exécution et/ou à la rupture du Contrat à la compétence exclusive du Tribunal de commerce de Nantes.

## **ANNEXE 1 – GARANTIES DE CONFORMITÉ**

L'Expert s'engage à fournir les documents suivants lors de l'onboarding :

1. Copie de la pièce d'identité
2. Extrait d'inscription au RCS ou au répertoire des métiers, ou numéro SIREN/SIRET (ou à défaut, un récépissé du dépôt de déclaration devant les autorités compétentes)
3. Attestation de l'URSSAF sur le paiement des cotisations et contributions de sécurité sociale
4. Attestation d'assurance

## ANNEXE 2 –RÈGLES DE COMMUNICATION SUR LE LIVEFEED

**Objet de la charte :** Cette charte est interne à l'Espace communauté et aux Experts. Son objectif est de cadrer les règles des échanges entre les Experts, iAdvize et les responsables des Marques sur l'Espace communauté. Cet espace d'échange communautaire est dédié aux échanges professionnels entre toutes les parties prenantes.

**L'Espace communauté est un lieu d'échange sous plusieurs aspects, accessible via l'espace privatif des Experts dans la Solution.**

1. Les Experts peuvent échanger entre eux des **bonnes pratiques ou des informations sur les produits ou sur le site de la Marque.**
2. Les **Marques peuvent interagir** directement avec les Experts, pour leur annoncer des promotions ou des concours internes.
3. Les Experts peuvent **remonter à iAdvize et aux Marques des problèmes** techniques, ou encore s'ils ont été victimes d'insultes ou menaces lors de chats.
4. iAdvize communique à l'ensemble de la communauté des Experts les **performances** ou encore les **nouveautés**.
5. La modération de l'Espace communauté se fait a posteriori, afin de faciliter les échanges.

**Il est donc essentiel de maintenir ces relations cordiales afin de conserver une entente globale entre toutes les parties prenantes. Ainsi, les Experts s'engagent à respecter les principes élémentaires suivants lors des échanges sur l'Espace communauté :**

- Respecter les autres Experts, les Visiteurs du site de la Marque, iAdvize, les Marques et/ou leurs représentants.
- Les insultes, menaces ou attaques personnelles n'ont pas leur place sur l'Espace communauté.
- Les propos et comportements inappropriés envers les Experts, la Marque, les Visiteurs du site de la Marque ou iAdvize tels que :
  - des propos : racistes, xénophobes, homophobes, discriminatoires, sous toutes les formes,
  - des attitudes irrespectueuses : calomnie, dénigrement ou toute autre attitude visant à nuire à la Marque, un Expert, un Visiteur du site de la Marque ou iAdvize, sont proscrits.
- Si le commentaire d'un autre expert vous paraît contrevenir à cette charte, **ne lui répondez pas. Signalez-le à iAdvize** (experts@ibbü.com).
- Pour protéger votre vie privée, ne donnez pas d'indication personnelle (e-mail, adresse ou numéro de téléphone) dans un commentaire.

En cas de non-respect de ces règles de bonne conduite, iAdvize se réserve le droit de retirer tout commentaire inapproprié dans l'espace d'échange, ou d'exclure les Experts qui ne respecteraient pas cette charte d'utilisation de l'Espace communauté.



## ANNEXE 3 –DONNÉES PERSONNELLES

### **1. Objet**

Les présentes clauses visent à définir les conditions dans lesquelles l'Expert s'engage à effectuer, pour le compte de iAdvize, les opérations de traitement de données à caractère personnel décrites ci-après. Dans le cadre de leurs relations contractuelles, les Parties s'engagent mutuellement à respecter les Règles sur les Données Personnelles.

### **2. Description du traitement faisant l'objet de la sous-traitance**

Le traitement des données personnelles consiste principalement en la consultation de données fournies volontairement par les Internautes dans le cadre des Conversations menées par l'Expert sur les Supports Numériques des Marques, à l'aide de la Solution iAdvize.

### **3. Durée**

Les présentes clauses entrent en vigueur à compter de la signature du Contrat entre iAdvize et l'Expert, pour la durée dudit Contrat.

### **4. Obligations de l'Expert vis-à-vis de iAdvize**

L'Expert s'engage à :

- a) traiter les données uniquement pour la ou les seule(s) finalité(s) faisant l'objet de la sous-traitance.
  - b) traiter les données conformément aux instructions documentées du responsable de la Marque ou de iAdvize. Si l'Expert considère qu'une instruction constitue une violation des Règles sur les Données Personnelles, il en informe immédiatement iAdvize. En outre, si l'Expert est tenu de procéder à un transfert de données vers un pays tiers ou à une organisation internationale, en vertu du droit de l'Union ou du droit de l'État membre auquel il est soumis, il doit informer iAdvize de cette obligation juridique avant le traitement, sauf si le droit concerné interdit une telle information pour des motifs importants d'intérêt public.
  - c) garantir la confidentialité des données à caractère personnel traitées dans le cadre du présent Contrat.
  - d) veiller à ce qu'aucun tiers au Contrat, à l'exception de la Marque, ne puisse avoir accès aux données à caractère personnel.
  - e) prendre en compte, s'agissant de ses outils, produits, applications ou services, les principes de protection des données dès la conception et de protection des données par défaut.
- **Sous-traitance :** L'Expert n'est pas autorisé à faire appel à des sous-traitants ultérieurs.
  - **Droit d'information des personnes concernées:** Il appartient à la Marque de fournir l'information aux personnes concernées par les opérations de traitement au moment de la collecte des données.
  - **Exercice des droits des personnes:** Dans la mesure du possible, l'Expert doit aider la Marque et iAdvize à s'acquitter de leur obligation de donner suite aux demandes d'exercice des droits des personnes concernées : droit d'accès, de rectification, d'effacement et d'opposition, droit à la limitation du traitement, droit à la portabilité des données, droit de ne pas faire l'objet d'une décision individuelle automatisée (y compris le profilage). Lorsque les personnes concernées exercent auprès de l'Expert des demandes d'exercice de leurs droits, l'Expert doit adresser ces demandes dès réception par courrier électronique à [privacy@iadvize.com](mailto:privacy@iadvize.com).
  - **Notification des violations de données:** L'Expert notifie à iAdvize toute violation de données à caractère personnel dans les meilleurs délais après en avoir pris connaissance. Cette notification est accompagnée de toute documentation utile afin de permettre au responsable de traitement, si nécessaire, de notifier cette violation à l'autorité de contrôle compétente.
  - **Aide du sous-traitant dans le cadre du respect par le responsable de traitement de ses obligations:** L'Expert aide iAdvize et la Marque pour la réalisation d'analyses d'impact relatives à la protection des données et pour la réalisation de la consultation préalable de l'autorité de contrôle.
  - **Mesures de sécurité:** L'Expert s'engage à prendre les mesures techniques et organisationnelles appropriées, notamment en ce qui concerne la confidentialité, l'intégrité, la disponibilité et la résilience des systèmes et services au regard du type, de la portée, des circonstances et de la finalité du traitement.
  - **Sort des données:** Au terme de la prestation de services relatifs au traitement de ces données, l'Expert s'engage à supprimer ou anonymiser toutes les données à caractère personnel.
  - **Documentation:** L'Expert met à la disposition de iAdvize la documentation nécessaire pour démontrer le respect de toutes ses obligations et pour permettre la réalisation d'audits, y compris des inspections, par la Marque ou un autre auditeur qu'elle a mandaté, et contribuer à ces audits.

## EUROPE (US AND CANADA BELOW)

### SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as the "**Agreement**") is entered into between iAdvize, a simplified joint-stock company, registered with the Nantes Trade and Companies Register under number 519 698 914, whose registered office is located at 9 rue Nina Simone, Le Berlingot, Building B, 44000 Nantes, represented by Mr. Julien Hervouët, President, duly authorized for this purpose (hereinafter referred to as "**iAdvize**"), and the Expert (hereinafter referred to as "**the Expert**"). This Agreement governs the relationship between iAdvize and the Expert. By accepting this Agreement, the Expert agrees to comply with all its provisions.

#### **PREAMBLE:**

iAdvize provides a software solution called "ibbü", allowing iAdvize's client companies to offer internet users visiting their websites the advice of experts, who are paid to answer their questions. The Expert has a specific interest and expertise in the products or services offered by the companies using the "ibbü" solution. The Expert has expressed interest in collaborating with iAdvize to provide internet users of client companies with his/her expertise in a specific field.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

#### **1. Définitions**

The following definitions apply throughout the Agreement, including the preamble:

**Mission:** refers to a marketing campaign during which the Expert uses the Solution and conducts dedicated Conversations for a Brand.

**Mission Conditions:** refers to the specific conditions of a Mission, including remuneration terms, duration, and satisfaction rates.

**Agreement:** refers to all contractual stipulations binding the Expert to iAdvize, i.e., this document, its appendices, and the elements specified in the Solution (including the remuneration terms for Experts).

**Conversation:** refers to electronic correspondence exchanges that an Expert can conduct, only via the Solution, with an Internet User, upon prior request from the Internet User and under the conditions and limits of the Agreement.

**Expert:** refers to any independent worker with a specific interest and expertise in one or more products and who signs this Agreement.

**Internet User:** refers to visitors of the Brands' Digital Media who request a Conversation with an Expert via the Solution.

**Brand:** refers to iAdvize's client companies that have subscribed to the ibbü Service and wish to provide Internet Users with access to Experts.

**Party(ies):** refers individually to the Expert or iAdvize and collectively to the Expert and iAdvize.

**Service:** refers to the Conversations conducted by the Expert with Internet Users via the Solution, which are remunerated by iAdvize.

**ibbü Service:** refers indistinctly to:

- the Expert's private space on the Solution, accessible with his/her Identification Elements, offering the possibility to (i) communicate between Experts, (ii) participate in selections for one or more Mission(s), (iii) conduct Conversations with Internet Users present on the Brands' Digital Media as part of the Missions, (iv) communicate with iAdvize and/or the Brand, and (v) access personal information, ratings, and

exchange statistics with Internet Users;

- the space on the Digital Media allowing an Internet User to engage in a Conversation with an Expert;
- the Brand's private space on the Solution.

**Solution:** refers to all the software applications necessary for the operation and exploitation of the conversational commerce platform service provided by iAdvize, including the ibbü Service.

**Digital Media:** refers to any digital space owned by the Brand where the Solution is installed, including a website, a mobile application, a "Facebook" page, or a "Twitter" account.

Unless otherwise required by context, terms and definitions in the singular include the plural, and vice versa.

#### **2. Operation of the ibbü Service for the Expert**

##### **2.1. Acceptance of Mission Conditions**

Before each Mission, iAdvize sends an offer to the Expert by email specifying the Mission Conditions. The Expert is free to respond, not respond, accept, or reject the offer made by iAdvize. From the moment the Expert accepts the Mission Conditions, they become contractual and form an integral part of the Agreement. Conducting Conversations via the Solution by the Expert constitutes acceptance of the Mission Conditions and applies to all Conversations conducted as part of this Mission. Mission Conditions may be modified during the Agreement. A notification will be sent to the Expert specifying these new Mission Conditions with a reasonable notice period. Continuing to conduct Conversations via the Solution by the Expert constitutes acceptance of the new Mission Conditions for that Mission.

##### **2.2. Interactions with the Brand and Internet Users**

As the Solution is deployed on the Brands' Digital Media, the Expert accepts that he/she will interact with the Brands. The Expert also agrees that the Brands will access the Conversations conducted by the Expert on their Digital Media and provide information to iAdvize about these Conversations as part of the ibbü Service. The Expert is informed that the Solution allows Internet Users to fill out a satisfaction survey on the quality of the Conversation at the end of each Conversation. Internet Users may report inappropriate behavior by the Expert, if applicable.

#### **3. Obligations of iAdvize**

##### **3.1. Obligations of iAdvize**

In exchange for performing the Services and submitting an invoice, iAdvize agrees to pay the Expert according to the terms agreed between the Parties. iAdvize agrees to provide the Expert, in a timely manner, all necessary documents, information, and explanations to perform the Services under the best possible conditions.

iAdvize is responsible for ensuring the permanence, continuity, and quality of access to the Solution. The Solution is accessible 24/7, except in cases of force majeure, unforeseeable and insurmountable conduct of a third party, and subject to possible breakdowns and maintenance and update operations necessary for the proper functioning of the Solution.



### 3.2. Responsibility of iAdvize

In case of failure by iAdvize to fulfill one or more of its obligations, the Expert may:

- a) suspend the performance of the Services; and/or
- b) terminate the Agreement with iAdvize under the conditions provided in Article 10.

However, iAdvize shall not be held responsible for access malfunctions to the Solution due to the Expert's computer terminals, his/her internet connection, or in cases of force majeure, unforeseeable and insurmountable conduct of a third party, and subject to possible breakdowns and maintenance and update operations necessary for the proper functioning of the Solution.

## 4. Obligations of the Expert

### 4.1. General Obligations of the Expert

Upon signing the Agreement, the Expert agrees to provide the guarantees and justifications listed in Annex 1. The Expert certifies being at least 18 years old. Throughout the Agreement, the Expert agrees to:

- a) never harm Internet Users, other Experts, the Brand, or iAdvize in any way, and not transmit harmful files (e.g., files containing a computer virus) through the Solution;
- b) not use the Solution to promote a competitor of the Brand or iAdvize;
- c) not generate, in any way, false Conversations intended to artificially inflate his/her remuneration;
- d) report to the ibbü team any suspicious Conversations with an Internet User and, depending on the situations, block the Internet Users via the Solution's blocking functionality;
- e) not share his/her login credentials for the Solution, not allow a third party to conduct Conversations on his/her behalf, and not subcontract the Services subject to this Agreement in any way;
- f) perform the Services professionally and in good faith to ensure the smooth execution of the Mission.

### 4.2. Obligations of the Expert in the context of Conversations

The Expert guarantees iAdvize that he/she has excellent knowledge of the products and/or services marketed by the Brand, at least of its business sector as operated on the Digital Media, and that he/she is capable of providing reliable answers to the questions posed by Internet Users during Conversations. In performing the Services, the Expert agrees to adhere to the following principles:

- a) Respect the communication rules on the Livefeed outlined in Annex 2 of the Agreement;
- b) Not make inappropriate comments or write inappropriately to other Experts, the Brand, Internet Users, or iAdvize (such as rude or disrespectful comments, insults, threats, racist, xenophobic, defamatory remarks, etc.);
- c) Not ask Internet Users for sensitive information about them, such as personal information about their private lives, bank details, their login credentials, or any other personal data;
- d) Never intentionally mislead an Internet User by providing false or uncertain information;
- e) Not lead an Internet User to believe he/she is fictitious, especially by excessively using pre-written responses during Conversations;
- f) Not abuse any of the Solution features (e.g. the "pause", "blocking" or any other functionalities) in accordance with best practices described in the [help center](#) regarding the use of these functions;
- g) Not adopt a demeaning attitude towards the Brand or iAdvize during Conversations;
- h) Communicate in the Mission's language with Internet Users, unless expressly requested by the Internet User to speak in a foreign language; and
- i) More generally, not violate the law or the provisions of this Agreement in

the context of Conversations with Internet Users.

### 4.3. Responsibility of the Expert

The Expert is free and responsible for his/her behavior, particularly the comments made to Internet Users during the Services. In case of breach by the Expert of one or more of his/her obligations, iAdvize may:

- a) immediately suspend the Expert's access to the Solution to:
  - determine with the Expert the materiality and extent of the breaches of the Agreement he/she has committed;
  - assist the Expert in achieving the objectives defined in the Mission Conditions;
- b) exclude the Expert from a Mission, after informing him/her by email or postal mail, without terminating this Agreement;
- c) terminate the Agreement with the Expert under the conditions provided in Article 10.

The Expert shall not be held responsible in cases of force majeure or unforeseeable and insurmountable conduct of a third party.

## 5. Payment and billing

In accordance with the terms of the mandate provided in Article 6 of the Agreement, iAdvize issues an invoice in the name and on behalf of the Expert between the 1st and 10th of each month for the Services performed by the Expert during the previous month. iAdvize communicates this invoice to the Expert upon issuance. To this end, iAdvize provides a statement of the services performed over the past month in the "administration" personal space of the Solution.

The Expert is presumed to have accepted the invoice issued in his/her name and on his/her behalf by iAdvize if no dispute is raised within 30 days after the invoice is issued by iAdvize. iAdvize commits to paying the Expert on a weekly basis.

Experts acknowledge and expressly agree that iAdvize does not guarantee any minimum income from the Services. Therefore, iAdvize recommends that these incomes not be considered as the sole source of income for the Experts.

The Expert agrees to comply with the general terms of use of MangoPay's payment services available at the following URL: [https://mangopay.com/terms-and-conditions/payment-services?utm\\_medium=email&hsenc=p2ANqtz-XLkcAIMUv2H6CRLEFUc3VYVi4JwjYozeImNpGoofP32S9jeDfP89iCHaPeWO9DBsSOceO4AIOGXu2uMGPNY7pwhFBcQ&hsmi=91010386&utm\\_content=91010386&utm\\_source=hs\\_email](https://mangopay.com/terms-and-conditions/payment-services?utm_medium=email&hsenc=p2ANqtz-XLkcAIMUv2H6CRLEFUc3VYVi4JwjYozeImNpGoofP32S9jeDfP89iCHaPeWO9DBsSOceO4AIOGXu2uMGPNY7pwhFBcQ&hsmi=91010386&utm_content=91010386&utm_source=hs_email).

## 6. Billing mandate

The Expert expressly authorizes iAdvize, which accepts, to issue invoices in his/her name and on his/her behalf for the Services. It is specified that the Expert retains full responsibility for his/her legal and fiscal obligations regarding the original invoices issued in his/her name and on his/her behalf by iAdvize, particularly concerning his/her VAT obligations.

The billing mandate is effective for the entire duration of the Agreement. iAdvize and the Expert each agree to keep a copy of the invoices.

For the purposes of the mandate, the Expert provides iAdvize with the following information:

- a) [as applicable] First and last name / or business name;
- b) [as applicable] Postal address / or registered office;
- c) [as applicable] SIRET number / or trade register number;
- d) Email address;
- e) [as applicable] Copy of a valid ID (front and back) / or Kbis extract;
- f) [as applicable] Portrait photo;
- g) Bank account details;

- h) A SIRENE situation notice less than three months old;
- i) An intra-community VAT number if the Services are performed outside France.

The Expert agrees to: (i) pay the VAT to the public treasury if applicable, (ii) request and keep a copy of the invoices issued on his/her behalf by iAdvize, and (iii) notify iAdvize of any changes to the above information. In accordance with the above mandate, iAdvize issues the invoice each month.

#### **7. Missions with Alternative Compensation**

The Expert has the option to participate in missions that will not be compensated with monetary payment, but instead with rewards such as vouchers, brand products, or any other form of non-monetary compensation. These rewards are provided directly by the Brand, excluding iAdvize. These forms of alternative compensation are not subject to the same tax obligations, particularly with regard to VAT. Consequently, the provisions of Articles 5 and 6 of this Agreement do not apply to these missions

#### **8. Autonomy and independence**

The Parties conduct their business in complete autonomy and independence, each bearing the risks of their activity. As an independent business partner:

- a) The Expert is free to choose his/her working and rest days and use the equipment of his/her choice to perform the Services.
- b) The Expert is not required to meet any minimum hourly connection to the ibbü Service.
- c) The Expert cannot be employed by iAdvize. In the event that an Expert joins iAdvize as an employee, his/her service provision contract will be immediately terminated under the provisions of Article 10.1 of this Agreement.
- d) The Expert is not subject to any exclusivity obligation towards iAdvize. The Expert is free to enter into one or more similar or equivalent contracts to this Agreement with any natural or legal person, whether or not a competitor of iAdvize, and to provide his/her services to his/her personal clientele.
- e) The Parties are not subject to any obligation of minimum turnover or activity level.

#### **9. Compliance with tax and social obligations by the Expert**

The Expert certifies and declares on his/her honor that he/she complies with the legislative and regulatory obligations applicable to him/her, particularly regarding his/her fiscal and social declaration and payment obligations. The Expert agrees to provide iAdvize, upon simple request and every six months from the date of the first request from iAdvize:

- a) a document proving registration with the trade register or the commercial register, dated less than six months; and
- b) a certificate of social declarations and payment of social security contributions as provided in Article L. 243-15 of the Social Security Code, issued by the URSSAF, dated less than six months.

In case of failure to provide these documents, iAdvize may terminate the Agreement immediately without compensation.

#### **10. Duration**

##### **10.1 Agreement Duration**

The Agreement takes effect from the date of its acceptance by the Expert for an indefinite period. iAdvize reserves the right, for the continuity needs of the ibbü Service, to suspend and/or terminate the Expert's Agreement if the latter is inactive on the Service, with reasonable notice.

Each Party may terminate the Agreement by providing thirty (30) days' notice, via email to the other Party, in the following cases:

- a) the Party no longer wishes to collaborate with the other and notifies its express intention not to continue the collaboration;

- b) the other Party is no longer able to fulfill its obligations under the Agreement (e.g., in the event of collective proceedings or illness).

In case of serious breach of one of the Agreement's stipulations, each Party may terminate the Agreement without compensation and without notice. The end of the Agreement shall not give rise to any compensation.

The Party initiating the termination of the Agreement agrees to fully fulfill the commitments it has made. More specifically:

- a) In case of termination of the Agreement by iAdvize, the latter agrees to pay the Expert for the ongoing Service(s);
- b) In case of termination of the Agreement by the Expert, the latter agrees to complete the ongoing Conversations with Internet Users to their conclusion.

#### **10.2 Mission Duration**

iAdvize may at any time, with reasonable notice, terminate any Mission without justification to the Experts. In this case, the Experts' Mission will be terminated.

#### **11. Intellectual property**

iAdvize holds or is licensed to the intellectual property rights of both the general structure of the Solution and its content (texts, slogans, graphics, images, videos, photos, and other content), excluding those provided by the Brands. Therefore, in accordance with the provisions of the French Intellectual Property Code, any representation, reproduction, modification, distortion, and/or total or partial exploitation of the Solution, by any means and on any medium, without the express and prior authorization of iAdvize, is prohibited and constitutes acts of copyright infringement.

Similarly, any unauthorized use of the Solution engages the Expert's criminal and civil liability on the grounds of copyright infringement. iAdvize intends to disclose the Solution to allow access on the Internet and mobile telephony, via:

- a) a computer or equivalent terminal with access to one or more telecommunications networks enabling Internet access and a web browser (e.g., Internet Explorer, Mozilla Firefox, etc.); and/or
- b) a smartphone-type telephone terminal with access to a telecommunications network enabling Internet access.

Any other use of the Solution is deemed reserved for iAdvize and constitutes an infringement of its right to disclose the Solution. Under the rights granted above, the Solution can be used exclusively for its intended purpose, particularly in accordance with the terms of this Agreement. The Expert acknowledges and agrees that access to the Solution provided by iAdvize does not constitute a transfer or grant of intellectual property rights (including copyright) and other rights to his/her benefit.

Unless prior written authorization from iAdvize, the Expert may not:

- a) combine the Solution with any other work, particularly software;
- b) make available, by any means, to a third party;
- c) rent, transfer all or part of the Solution to a third party, including group companies or entities;
- d) engage in any other use than that granted by this Agreement.

The Expert expressly prohibits himself/herself, directly or indirectly, by any means and through any third party, from (or attempting to), without limitation: modifying, correcting, adapting, translating, arranging, distributing, transferring, decompiling, making a backup copy beyond the conditions provided in this Agreement, granting a loan, rental, transfer, or any other type of availability, by any means, including via the Internet, distributing or marketing for free or for a fee, and generally, altering the Solution in any way, including copyright mentions.

## **12. Confidentiality**

Each Party agrees not to disclose to third parties the confidential information exchanged within the framework of the Agreement or necessary for the performance of the Services for the duration of the Agreement and for two years from the end of the Agreement.

Each Party agrees to consider and treat as confidential all information communicated within the framework of the Agreement or necessary for the performance of the Services, particularly information relating to prices, the operation of the Solution, or the ibbū Service. The Agreement and its contents will remain confidential between the Parties except in the following cases: (i) to assert their rights in court, including - but not limited to - in the event of non-compliance with the terms by one of the Parties, (ii) by court order, or (iii) to respond to a request from a tax or customs administration, social security collection agencies, an auditor, or an accountant.

If one of the Parties is compelled to disclose the existence or contents of the Agreement to a third party, it must imperatively and promptly inform the other Party by any means, unless it is a request from a tax administration, an auditor, or an accountant.

## **13. Personal data compliance**

The Parties agree to comply with the current regulations on the processing of personal data, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR) and Law No. 78-17 of January 6, 1978, relating to information technology, files, and freedoms (the "Personal Data Rules").

In the context of performing the Agreement, particularly for the needs of Conversations with Internet Users on the Brands' Digital Media, the Expert will process Personal Data as a subcontractor of iAdvize, for the benefit of the Brand, which acts as the data controller. The Expert agrees to comply with the data protection guarantees binding iAdvize to the Brand, which are reproduced in Annex 3 of the Agreement.

## **14. Miscellaneous**

iAdvize reserves the right to update or modify the terms of this Agreement at any time and will inform the Experts by any appropriate means. iAdvize recommends that Experts regularly check for any changes to the Agreement from their personal space. The updated version of this Agreement replaces any previous version. By continuing to perform the Services, the Experts expressly agree to the application of the latest version of the Agreement. Experts are free to terminate and close their ibbū account at any time in accordance with Article 10.1.

The Agreement replaces all previous negotiations, representations, and agreements that may have existed. If any provision of the Agreement is found to be null or invalid in whole or in part, the validity of the other clauses of the Agreement will not be affected.

## **15. Governing law and jurisdiction**

The Agreement is governed by and interpreted in accordance with French law. The Parties agree to submit any dispute or contestation regarding the validity, interpretation, performance, and/or termination of the Agreement to the exclusive jurisdiction of the Commercial Court of Nantes.

## **ANNEX 1 – COMPLIANCE GUARANTEES**

The Expert agrees to provide the following documents during onboarding:

1. Copy of ID
2. Extract of registration with the trade register or commercial register, or SIREN/SIRET number (or, if not available, a receipt of the declaration filing with the competent authorities)
3. Certificate from the URSSAF on the payment of social security contributions
4. Insurance certificate

## ANNEX 2 – COMMUNICATION GUIDELINES FOR THE LIVEFEED

**Purpose of the Charter:** This charter is internal to the Community Space and the Experts. Its objective is to frame the rules of exchanges between the Experts, iAdvize, and the Brand managers on the Community Space. This Community Space is dedicated to professional exchanges between all stakeholders.

**The Community Space is a place of exchange in several aspects, accessible via the Experts' private space in the Solution.**

1. Experts can exchange **best practices or information about products or the Brand's site**.
2. **Brands can interact directly** with Experts to announce promotions or internal contests.
3. Experts can **report technical problems to iAdvize and the Brands**, or if they have been victims of insults or threats during chats.
4. iAdvize communicates overall **performance and news** to the community of Experts.
5. Moderation of the Community Space is done afterward to facilitate exchanges.

**It is therefore essential to maintain cordial relations to preserve overall harmony among all stakeholders. Thus, Experts agree to respect the following basic principles during exchanges in the Community Space:**

- Respect other Experts, the Brand's site Visitors, iAdvize, the Brands, and/or their representatives.
- Insults, threats, or personal attacks have no place in the Community Space.
- Inappropriate comments or behavior towards Experts, the Brand, the Brand's site Visitors, or iAdvize, such as:
  - Racist, xenophobic, homophobic, discriminatory remarks in all forms,
  - Disrespectful attitudes: slander, denigration, or any other attitude aimed at harming the Brand, an Expert, a Brand's site Visitor, or iAdvize, are prohibited.
- If another Expert's comment seems to violate this charter, **do not respond. Report it to iAdvize** (experts@ibbü.com).
- To protect your privacy, do not give personal information (email, address, or phone number) in a comment.

In case of non-compliance with these rules of good conduct, iAdvize reserves the right to remove any inappropriate comment in the exchange space or to exclude Experts who do not respect this Community Space usage charter.

## ANNEX 3 – PERSONAL DATA

### **1. Purpose**

The purpose of these clauses is to define the conditions under which the Expert undertakes, on behalf of iAdvize, the personal data processing operations described below. In the context of their contractual relations, the Parties mutually agree to comply with the Personal Data Rules.

### **2. Description of the processing covered by the subcontracting**

The processing of personal data mainly involves consulting data voluntarily provided by Internet Users in the context of Conversations conducted by the Expert on the Brands' Digital Media using the ibbü Solution.

### **3. Duration**

These clauses come into effect upon signing the Agreement between iAdvize and the Expert, for the duration of the Agreement.

### **4. Obligations of the Expert vis-à-vis iAdvize**

The Expert undertakes to:

- a) process data solely for the purpose(s) covered by the subcontracting.
- b) process data in accordance with the documented instructions of the Brand manager or iAdvize. If the Expert considers that an instruction constitutes a violation of the Personal Data Rules, he/she shall immediately inform iAdvize. Additionally, if the Expert is required to transfer data to a third country or an international organization by Union or Member State law to which he/she is subject, he/she must inform iAdvize of this legal obligation before processing, unless the law prohibits such information on important public interest grounds.
- c) ensure the confidentiality of the personal data processed under this Agreement.
- d) ensure that no third party to the Agreement, except the Brand, can access the personal data.
- e) take into account, concerning his/her tools, products, applications, or services, the principles of data protection by design and by default.

- **Subcontracting:** The Expert is not authorized to use subsequent subcontractors.
- **Right to information of data subjects:** It is the responsibility of the Brand to provide information to data subjects about the processing operations at the time of data collection.
- **Exercising the rights of individuals:** Where possible, the Expert must assist the Brand and iAdvize in fulfilling their obligation to respond to requests to exercise the rights of individuals: right of access, rectification, erasure, and objection, right to restrict processing, right to data portability, right not to be subject to automated decision-making (including profiling). When data subjects make requests to exercise their rights to the Expert, the Expert must forward these requests as soon as received by email to [privacy@iAdvize.com](mailto:privacy@iAdvize.com).
- **Notification of data breaches:** The Expert must notify iAdvize of any personal data breach as soon as possible after becoming aware of it. This notification shall be accompanied by all relevant documentation to enable the data controller, if necessary, to notify this breach to the competent supervisory authority.
- **Assistance of the subcontractor in fulfilling the data controller's obligations:** The Expert assists iAdvize and the Brand in conducting data protection impact assessments and in conducting prior consultations with the supervisory authority.
- **Security measures:** The Expert undertakes to take appropriate technical and organizational measures, particularly concerning the confidentiality, integrity, availability, and resilience of systems and services concerning the type, scope, circumstances, and purpose of processing.
- **Data handling:** At the end of the service provision related to the processing of these data, the Expert undertakes to delete or anonymize all personal data.
- **Documentation:** The Expert makes available to iAdvize the necessary documentation to demonstrate compliance with all his/her obligations and to allow for audits, including inspections, by the Brand or another auditor appointed by it, and contribute to these audits

SERVICES AGREEMENT

This Service Agreement is entered into between iAdvize Inc., a Delaware corporation, having its principal place of business at 225 Franklin Street Floor 26 - Boston, MA 02110 (“iAdvize”) and an Expert (the “Expert”).

By accepting this Agreement, the Expert agrees to comply with all its provisions.

**PREAMBLE:**

iAdvize provides a software solution called "ibbü", allowing iAdvize's client companies to offer internet users visiting their websites the advice of experts, who are paid to answer their questions. The Expert has a specific interest and expertise in the products or services offered by the companies using the "ibbü" solution. The Expert has expressed interest in collaborating with iAdvize to provide Internet Users of client companies with his/her expertise in a specific field.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

**1. Définitions**

The following definitions apply throughout the Agreement, including the preamble:

**Mission:** refers to a marketing campaign during which the Expert uses the Solution and conducts dedicated Conversations for a Brand.

**Mission Conditions:** refers to the specific conditions of a Mission, including remuneration terms, duration, and satisfaction rates.

**Agreement:** refers to all contractual stipulations binding the Expert to iAdvize, i.e., this document, its appendices, and the elements specified in the Solution (including the remuneration terms for Experts).

**Conversation:** refers to electronic correspondence exchanges that an Expert can conduct, only via the Solution, with an Internet User, upon prior request from the Internet User and under the conditions and limits of the Agreement.

**Expert:** refers to any independent worker with a specific interest and expertise in one or more products and who signs this Agreement.

**Internet User:** refers to visitors of the Brands' Digital Media who request a Conversation with an Expert via the Solution.

**Brand:** refers to iAdvize's client companies that have subscribed to the ibbü Service and wish to provide Internet Users with access to Experts.

**Party(ies):** refers individually to the Expert or iAdvize and collectively to the Expert and iAdvize.

**Service:** refers to the Conversations conducted by the Expert with Internet Users via the Solution, which are remunerated by iAdvize.

**ibbü Service:** refers indistinctly to:

- the Expert's private space on the Solution, accessible with his/her Identification Elements, offering the possibility to (i) communicate between Experts, (ii) participate in selections for one or more Mission(s), (iii) conduct Conversations with Internet Users present on the Brands' Digital Media as part of the Missions, (iv) communicate with iAdvize and/or the Brand, and (v) access personal information, ratings, and exchange statistics with Internet Users;
- the space on the Digital Media allowing an Internet User to engage in a Conversation with an Expert;
- the Brand's private space on the Solution.

**Solution:** refers to all the software applications necessary for the operation and exploitation of the conversational commerce platform service provided by iAdvize, including the ibbü Service.

**Digital Media:** refers to any digital space owned by the Brand where the

Solution is installed, including a website, a mobile application, a "Facebook" page, or a "Twitter" account.

Unless otherwise required by context, terms and definitions in the singular include the plural, and vice versa.

**2. Operation of the ibbü Service for the Expert**

**2.1. Acceptance of Mission Conditions**

Prior to each Mission, iAdvize will send an offer to the Expert via email, specifying the Mission Conditions. The Expert is free to respond, decline, accept, or refuse the offer made by iAdvize to participate in a Mission.

To join a Mission, the Expert must pass a test with a score of at least 80%. This test may be repeated at least once a year to ensure the quality of the Services. If the Expert fails the test while on a Mission, iAdvize reserves the right to terminate the Mission agreement in accordance with the provisions of Article 10.

Upon the Expert's acceptance of the Mission Conditions, these conditions become binding and an integral part of the Agreement. Conversations conducted by the Expert via the Solution constitute acceptance of the Mission Conditions and apply to the Mission and all Conversations made as part of said Mission, which iAdvize has first communicated by any means.

The Mission Conditions are subject to change during the course of the Agreement. A notice will be sent to the Expert specifying the new Mission Conditions with a reasonable period of notice. The Expert's continuation of conducting Conversations via the Solution constitutes acceptance of the new Mission Conditions for that Mission.

**2.2. Interactions with the Brands and the Internet Users**

As the Solution is deployed on the Brands' Digital Medium, the Expert acknowledges and agrees to interact with the Brands. The Expert also agrees that the Brands will have access to the Conversations conducted by the Expert on their Digital Medium and provide information to iAdvize about these Conversations within the scope of the ibbü Service. The Expert has been informed that the Solution allows Internet Users to fill out a satisfaction questionnaire on the quality of the Conversation at the end of each Conversation. Where applicable, Internet Users may notify any inappropriate conduct by the Expert via the Solution.

In order to increase visitor satisfaction and ensure a high standard of service, it is recommended that the Expert formulate and deliver their responses within a 30-second timeframe. Prompt responses are beneficial as they can significantly enhance visitor experiences and contribute positively to the Mission Satisfaction Condition.

**3. Obligations of iAdvize**

**3.1. Obligations of iAdvize**

In exchange for performing the Services and submitting an invoice, iAdvize agrees to pay the Expert according to the terms agreed between the Parties. iAdvize agrees to provide the Expert, in a timely manner, all necessary documents, information, and explanations to perform the Services under the best possible conditions.

iAdvize is responsible for ensuring the permanence, continuity, and quality of access to the Solution. The Solution is accessible 24/7, except in cases of force

majeure, unforeseeable and insurmountable conduct of a third party, and subject to possible breakdowns and maintenance and update operations necessary for the proper functioning of the Solution.

### **3.2. Responsibility of iAdvize**

In case of failure by iAdvize to fulfill one or more of its obligations, the Expert may:

- a) suspend the performance of the Services; and/or
- b) terminate the Agreement with iAdvize under the conditions provided in Article 10.

However, iAdvize shall not be held responsible for access malfunctions to the Solution due to the Expert's computer terminals, his/her internet connection, or in cases of force majeure, unforeseeable and insurmountable conduct of a third party, and subject to possible breakdowns and maintenance and update operations necessary for the proper functioning of the Solution.

## **4. Obligations of the Expert**

### **4.1. General Obligations of the Expert**

Upon signing the Agreement, the Expert agrees to provide the guarantees and justifications listed in Schedule 1. The Expert certifies being at least 18 years old. Throughout the Agreement, the Expert agrees to:

- a) never harm Internet Users, other Experts, the Brand, or iAdvize in any way, and do not transmit harmful files (e.g., files containing a computer virus) through the Solution;
- b) not use the Solution to promote a competitor of the Brand or iAdvize;
- c) not generate, in any way, false Conversations intended to artificially inflate his/her remuneration;
- d) report to the ibbü team any suspicious Conversations with an Internet User and, depending on the situation, block the Internet Users via the Solution's blocking functionality;
- e) not share his/her login credentials for the Solution, not allow a third party to conduct Conversations on his/her behalf, and not subcontract the Services subject to this Agreement in any way;
- f) perform the Services professionally and in good faith to ensure the smooth execution of the Mission.

### **4.2. Obligations of the Expert in the context of Conversations**

The Expert guarantees iAdvize that he/she has excellent knowledge of the products and/or services marketed by the Brand, at least of its business sector as operated on the Digital Media, and that he/she is capable of providing reliable answers to the questions posed by Internet Users during Conversations. In performing the Services, the Expert agrees to adhere to the following principles:

- a) Respect the communication rules on the Livefeed outlined in Schedule 2 of the Agreement;
- b) Not make inappropriate comments or write inappropriately to other Experts, the Brand, Internet Users, or iAdvize (such as rude or disrespectful comments, insults, threats, racist, xenophobic, defamatory remarks, etc.);
- c) Not ask Internet Users for sensitive information about them, such as personal information about their private lives, bank details, login credentials, or any other personal data;
- d) Never intentionally mislead an Internet User by providing false or uncertain information;
- e) Not lead an Internet User to believe he/she is fictitious, especially by excessively using pre-written responses during Conversations;
- f) Not abuse any of the Solution features (e.g. the "pause", "blocking" or any other functionalities) in accordance with best practices described in the [help center](#) regarding the use of these functions;
- g) Not adopt a demeaning attitude towards the Brand or iAdvize during Conversations;

- h) Discuss in English with Internet Users, subject to an express request by the Internet User to speak another language; and
- i) More generally, not violate the law or the provisions of this Agreement in the context of Conversations with Internet Users.

### **4.3. Responsibility of the Expert**

The Expert is free and responsible for their conduct, particularly the comments made to Internet Users during Conversations. The Expert is responsible for complying with all applicable laws, rules, ordinances, and other requirements imposed by Federal, State, County, or Municipal government authorities related to and concerning the Expert's provision of the Services, as well as the ownership, licensing, insuring, maintaining, repairing, and preparing of any equipment the Expert may choose to use in the course of providing the Services.

In the event of the Expert's breach of one or more of their obligations, iAdvize may:

- a) immediately suspend the Expert's access to the Solution, in order to:
  - determine with the Expert the materiality and scope of the breaches of the Agreement that they may have committed.
  - assist the Expert in achieving the objectives defined in the Mission Conditions.
- b) exclude the Expert from a Mission, once they have been informed by email or postal letter, without terminating this Agreement.
- c) terminate the Agreement with the Expert in accordance with the conditions provided in clause 8.

The Expert cannot be held responsible in the event of force majeure or an unpredictable and insurmountable act of a third party.

### **4.4. Independent Contractor Status**

The Expert is an independent contractor and has no employee-employer relationship with iAdvize. The Expert is solely responsible for their profits or losses resulting from the revenues and expenses generated by the Expert using the ibbü Service. Any equipment provided by the Expert (e.g., smartphone or computer) is at the sole expense of the Expert. iAdvize is not responsible for training the Expert regarding product knowledge, as the Expert will use their own experience with the products as the knowledge base for the ibbü Service. The Expert shall not be entitled to receive or participate in the benefits provided by iAdvize to its employees, nor will the Expert receive any other compensation for the Services except as expressly provided in this Agreement. iAdvize shall not provide Social Security, workers' compensation insurance, unemployment compensation, disability insurance, or similar coverage, nor any other statutory benefits, to the Expert.

### **Special Provisions (USA Only)**

**SELF-EMPLOYED INDIVIDUALS FROM THE FOLLOWING STATES ARE PRECLUDED FROM REGISTERING AS EXPERTS: ALASKA, CALIFORNIA, COLORADO, CONNECTICUT, HAWAII, ILLINOIS, MAINE, MARYLAND, MASSACHUSETTS, MONTANA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, OREGON, PENNSYLVANIA, SOUTH DAKOTA, VERMONT, WASHINGTON, AND WISCONSIN.**

### **5. Payment and billing**

In accordance with the terms of the authorization provided for in clause 6 of the Agreement, iAdvize will draw up an invoice in the name and on behalf of the Expert between the 1st and 10th of each month for the Services performed by the Expert during the previous month. iAdvize will send this invoice to the Expert as soon as it is issued. To this end, iAdvize will provide a statement of the Services performed during the past month in the "administration" personal space of the Solution.

The Expert will be presumed to have accepted the invoice issued by iAdvize in



their name and on their behalf if the Expert has not contested it within a 30-day period following the issuance of the invoice by iAdvize. iAdvize undertakes to pay the Expert weekly.

The Expert undertakes to comply with the general terms and conditions of use of the applicable payment services provider:

- Mangopay Hyperwallet payment services are available at the following address:  
[\[https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml\]](https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml)
- MangoPay payment services are available at the following address:  
[\[https://mangopay.com/terms/payment-services\\_EN\\_2023.pdf\]](https://mangopay.com/terms/payment-services_EN_2023.pdf)

## **6. Billing mandate**

The Expert expressly authorizes iAdvize, which accepts, to draw up invoices for the Services in their name and on their behalf. It is specified that the Expert retains full responsibility for their legal and tax obligations relating to the invoicing based on the original invoices issued by iAdvize in their name and on their behalf, particularly for their VAT obligations. The billing authorization is effective during the entire term of the Agreement. iAdvize and the Expert are each required to keep copies of the invoices.

For the purposes of the authorization, the Expert will send iAdvize the following information:

### **6.1. For Experts registered in the USA**

- a) First name and last name
- b) Postal address
- c) Completed W-9 form
- d) E-mail address
- e) Copy of a currently valid identity document (front and back) (e.g., driver's license or passport)
- f) Photo in portrait format
- g) Bank details

### **6.2. For Experts registered in Canada**

- a) First name and last name
- b) Postal address
- c) E-mail address
- d) Proof of registration for the legal status (if the Expert does not operate under their first and last name)
- e) Copy of a currently valid identity document (front and back) (e.g., driver's license or passport)
- f) Photo in portrait format
- g) Bank details

The Expert undertakes to (i) request and keep copies of invoices issued by iAdvize on their behalf and (ii) report to iAdvize any changes in the above information. In accordance with the above authorization, iAdvize will issue an invoice each month.

## **7. Missions with Alternative Compensation**

The Expert has the option to participate in missions that will not be compensated with monetary payment, but instead with rewards such as vouchers, brand products, or any other form of non-monetary compensation. These rewards are provided directly by the Brand, excluding iAdvize. These forms of alternative compensation are not subject to the same tax obligations, particularly with regard to VAT. Consequently, the provisions of Articles 5 and 6 of this Agreement do not apply to these missions.

## **8. Autonomy and independence**

The Parties conduct their business with complete autonomy and independence, each bearing the risks of their activity. As an independent business partner:

- a) The Expert is free to choose his/her working and rest days and use the

equipment of his/her choice to perform the Services.

- b) The Expert is not required to meet any minimum hourly connection to the ibbü Service.
- c) The Expert cannot be employed by iAdvize. In the event that an Expert joins iAdvize as an employee, his/her service provision contract will be immediately terminated under the provisions of Article 10.1 of this Agreement.
- d) The Expert is not subject to any exclusivity obligation towards iAdvize. The Expert is free to enter into one or more similar or equivalent contracts to this Agreement with any natural or legal person, whether or not a competitor of iAdvize, and to provide his/her services to his/her personal clientele.
- e) The Parties are not subject to any obligation of minimum turnover or activity level.

The Expert acknowledges and expressly agrees that iAdvize does not guarantee any minimum income from the services provided. Therefore, iAdvize recommends that these earnings should not be considered as the Expert's sole source of income.

## **9. Compliance with tax and social obligations by the Expert**

The Expert certifies and solemnly declares that they comply with the legal and regulatory obligations governing them, particularly their reporting and tax and social payment obligations. iAdvize reserves the right to request the Expert to provide documents proving their compliance with their tax and social obligations. In the event of a breach of this obligation to provide documents, iAdvize may terminate the Agreement immediately and without indemnity.

## **10. Term and termination**

### **10.1 Agreement Duration**

The Agreement takes effect from the date of its acceptance by the Expert for an indefinite period. Each Party is free to terminate the Agreement with a 30-day prior notice by sending an email to the other Party, in the following cases:

- a) the Party no longer wishes to collaborate with the other Party and notifies them of their express wish to end the collaboration;
- b) the other Party is no longer able to fulfill its obligations under the Agreement (for instance, in the event of insolvency proceedings or illness).

In the event of a material breach of any provision of this Agreement, the Agreement may be terminated by the non-breaching Party without either compensation or notice. The termination of the Agreement shall not give rise to any indemnity.

The Party terminating the Agreement undertakes to fully fulfill its obligations. Specifically:

- i) In the event of termination of the Agreement by iAdvize, iAdvize undertakes to pay the Expert for the Service(s) being performed;
- ii) In the event of termination of the Agreement by the Expert, the Expert undertakes to complete Conversations in progress with Internet Users until their conclusion.

### **10.2 Mission Duration**

iAdvize may at any time, with reasonable notice, terminate any Mission without justification to the Experts. In this case, the Experts' Mission will be terminated.

## **11. Intellectual property**

iAdvize holds or is licensed to the intellectual property rights of both the general structure of the Solution and its content (texts, slogans, graphics, images, videos, photos, and other content), excluding those provided by the Brands. Therefore, any representation, reproduction, modification, distortion,

and/or total or partial exploitation of the Solution, by any means and on any medium, without the express and prior authorization of iAdvize, is prohibited and constitutes acts of copyright infringement. Similarly, any unauthorized use of the Solution engages the Expert's criminal and civil liability on the grounds of copyright infringement.

iAdvize intends to disclose the Solution to allow access to the Internet and mobile telephony, via:

- a) a computer or equivalent terminal with access to one or more telecommunications networks enabling Internet access and a web browser (e.g., Internet Explorer, Mozilla Firefox, etc.); and/or
- b) a smartphone-type telephone terminal with access to a telecommunications network enabling Internet access.

Any other use of the Solution is deemed reserved for iAdvize and constitutes an infringement of its right to disclose the Solution. Under the rights granted above, the Solution can be used exclusively for its intended purpose, particularly in accordance with the terms of this Agreement. The Expert acknowledges and agrees that access to the Solution provided by iAdvize does not constitute a transfer or grant of intellectual property rights (including copyright) and other rights to his/her benefit.

Unless prior written authorization from iAdvize, the Expert may not:

- a) combine the Solution with any other work, particularly software;
- b) make available, by any means, to a third party;
- c) rent, transfer all or part of the Solution to a third party, including group companies or entities;
- d) engage in any other use than that granted by this Agreement.

The Expert expressly prohibits himself/herself, directly or indirectly, by any means and through any third party, from (or attempting to), without limitation: modifying, correcting, adapting, translating, arranging, distributing, transferring, decompiling, making a backup copy beyond the conditions provided in this Agreement, granting a loan, rental, transfer, or any other type of availability, by any means, including via the Internet, distributing or marketing for free or for a fee, and generally, altering the Solution in any way, including copyright mentions.

## **12. Confidentiality**

Each Party agrees not to disclose to third parties the confidential information exchanged within the framework of the Agreement or necessary for the performance of the Services for the duration of the Agreement and for two years from the end of the Agreement.

Each Party agrees to consider and treat as confidential all information communicated within the framework of the Agreement or necessary for the performance of the Services, particularly information relating to prices, the operation of the Solution, or the ibbü Service. The Agreement and its contents will remain confidential between the Parties except in the following cases: (i) to assert their rights in court, including - but not limited to - in the event of non-compliance with the terms by one of the Parties, (ii) by court order, or (iii) to respond to a request from a tax or customs administration, social security collection agencies, an auditor, or an accountant.

If one of the Parties is compelled to disclose the existence or contents of the Agreement to a third party, it must imperatively and promptly inform the other Party by any means, unless it is a request from a tax administration, an auditor, or an accountant.

## **13. Personal data compliance**

The Parties undertake to comply with current personal data processing regulations, in particular, the (EU) Regulation 2016/679 of the European Parliament and Council of 27 April 2016, the California Consumer Privacy

Act (CCPA), and the California Privacy Rights Act (CPRA) (collectively, the "Personal Data Rules").

Under the Agreement, particularly for the purposes of Conversations with Internet Users on the Brands' Digital Media, the Expert processes Personal Data as iAdvize's subcontractor for the Brand, acting as the data controller.

The Expert undertakes to comply with the guarantees relating to the protection of personal data between iAdvize and the Brand as set out in Schedule 3 to the Agreement.

## **14. Mutual arbitration provision**

### **13.1 Arbitration of Disputes**

iAdvize and the Expert agree to resolve any disputes exclusively through final and binding arbitration instead of court. This provision is governed by the Federal Arbitration Act (FAA) because both Parties are engaged in interstate commerce. This applies to any and all claims between the Expert and iAdvize, including those related to the Agreement, the Expert's classification, services, relationship with iAdvize, remuneration, termination, and any other aspect of the Expert's relationship with iAdvize, under federal, state, or local law.

iAdvize and the Expert agree that the FAA governs this provision, even if either is exempted from the FAA. Any disputes regarding this will be resolved by an arbitrator. If the FAA does not apply, Delaware state law on arbitration agreements will apply.

The Expert agrees to arbitrate claims against iAdvize's parent, subsidiary, affiliates, and related entities, as well as owners, directors, officers, managers, employees, agents, brokers, contractors, attorneys, and insurers of iAdvize. The Expert also agrees to arbitrate claims against any entity alleged to be a joint employer or alter ego of iAdvize.

Only an arbitrator, not a court or agency, can resolve disputes about the interpretation, applicability, enforceability, or formation of this arbitration provision, except for disputes related to the Class Action Waiver and Representative Action Waiver.

BY AGREEING TO ARBITRATE DISPUTES BETWEEN THEM AS DESCRIBED HEREIN, THE PARTIES TO THIS AGREEMENT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE AN ARBITRATOR AND NOT BY WAY OF A COURT OR JURY TRIAL.

If a party wishes to initiate arbitration, they must notify the other Party in writing via certified mail or hand delivery within the applicable statute of limitations period. The notice must include the name and address of the Party seeking arbitration, a statement of the legal and factual basis of the claim, and a description of the remedy sought. Demands for arbitration by the Expert must be sent to iAdvize at [legal@iadvize.com](mailto:legal@iadvize.com).

### **13.2 Class Action Waiver**

iAdvize and the Expert agree that disputes will be resolved in individual arbitration, waiving their rights to class or collective actions. An arbitrator has no authority to hear or arbitrate class or collective actions.

### **13.3 REPRESENTATIVE ACTION WAIVER—PLEASE READ**

iAdvize and the Expert agree that disputes will be resolved in individual arbitration, waiving their rights to representative actions. An arbitrator has no authority to arbitrate representative actions.

Any claim that the Class Action Waiver or Representative Action Waiver is unenforceable shall be determined by a court of competent jurisdiction, not an arbitrator. All other disputes about this arbitration provision shall be determined by an arbitrator.

The Expert's agreement to arbitrate does not change their status as an independent contractor. Any disputes about this status shall be determined by an arbitrator.

Arbitration shall follow the AAA Rules, with the following modifications:

1. One arbitrator will be selected in accordance with the AAA Rules.
2. iAdvize will pay the arbitrator's and arbitration fees and costs unless otherwise required by law.
3. The arbitrator may issue orders for discovery and motions as in a court of law.
4. The arbitrator can award all remedies available under applicable law.
5. The arbitrator's decision shall be in writing with findings of fact and conclusions of law.
6. Either Party may seek temporary or preliminary injunctive relief in court to maintain the status quo pending arbitration.

This provision does not prevent the Expert from filing claims with government agencies or participating in agency investigations. iAdvize will not retaliate against the Expert for filing a claim with an agency or exercising rights under the National Labor Relations Act. The AAA Rules can be found at [www.adr.org](http://www.adr.org) or by requesting a copy from iAdvize.

#### **13.4 Right to Opt-Out of Arbitration**

Arbitration is not mandatory, and the Expert may opt-out by notifying iAdvize in writing within 30 days of executing the Agreement. The opt-out notice must include the Expert's name, email address, postal address, and a statement of the intention to opt-out, sent to [experts@ibbu.com](mailto:experts@ibbu.com). Opting out will not result in any adverse action and allows the Expert to pursue legal remedies outside of arbitration.

If any part of this provision is deemed unenforceable, the remainder will still be enforceable. If a class or representative action waiver is deemed invalid, the relevant claims must be litigated in a civil court, but valid waivers will still be enforced in arbitration.

#### **15. Governing law and jurisdiction**

The Agreement is governed by and shall be interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

If any portion of the Mutual Arbitration Provision is deemed unenforceable, or if the Expert has opted out of the Mutual Arbitration Provision in accordance with clause 13.4, the Parties expressly agree to submit any disputes not subject to arbitration to the exclusive jurisdiction of the state and federal courts located in the State of Delaware.

#### **16. General Provisions**

iAdvize reserves the right to update or modify the terms of this Agreement at any time and will inform the Experts by any appropriate means. iAdvize recommends that Experts regularly check for any changes to the Agreement from their personal space. The updated version of this Agreement replaces any previous version. By continuing to perform the Services, the Experts expressly agree to the application of the latest version of the Agreement. Experts are free to terminate and close their ibbü account at any time in accordance with Article 10.1.

The Agreement replaces all previous negotiations, representations, and agreements that may have existed. If any provision of the Agreement is found to be null or invalid in whole or in part, the validity of the other clauses of the Agreement will not be affected.

Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction, arbitrator, or government agency finds any provision of this Agreement, or any part thereof, to be invalid, illegal, or unenforceable, such determination shall not affect or impair any other provision. The Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had not been included. If any provision is found to be too broad to permit enforcement to its full extent, the Expert consents to judicial modification and enforcement to the maximum extent permitted by law.

No provision of this Agreement may be waived unless the waiver is in writing and signed by the Expert and a duly authorized officer of iAdvize. No waiver by either Party of any breach of any condition or provision of this Agreement shall be deemed a waiver of a similar or dissimilar condition or provision at any prior or subsequent time.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. It shall be deemed to have been drafted by both Parties. Captions and section headings are for reference only and do not affect the interpretation of this Agreement.

Notices shall be in writing and signed by the Party giving notice. Notice shall be effective when personally delivered or three (3) business days after being deposited in the U.S. mail, certified or registered, return receipt requested, first-class postage prepaid, addressed to the address listed herein. Either Party may change its address by providing written notice to the other Party.

## **SCHEDULE 1 – COMPLIANCE GUARANTEES**

A copy of the documents provided by the Expert during onboarding, which may include but are not limited to:

- 1) A copy of a valid identity document (e.g., driver's license or passport)
- 2) A completed W-9 form (for Experts registered in the USA)
- 3) Proof of registration according to the legal status if the Expert does not operate under their first and last name (for Experts registered in Canada)
- 4) Any other document required by applicable regulations

## SCHEDULE 2 – COMMUNICATION GUIDELINES FOR THE LIVEFEED

**Purpose of the Charter:** This charter is internal to the Community Space and the Experts. Its objective is to frame the rules of exchanges between the Experts, iAdvize, and the Brand managers in the Community Space. This Community Space is dedicated to professional exchanges between all stakeholders.

**The Community Space is a place of exchange in several aspects, accessible via the Experts' private space in the Solution.**

1. Experts can exchange **best practices or information about products or the Brand's site**.
2. **Brands can interact directly** with Experts to announce promotions or internal contests.
3. Experts can **report technical problems to iAdvize and the Brands**, or if they have been victims of insults or threats during chats.
4. iAdvize communicates overall **performance and news** to the community of Experts.
5. Moderation of the Community Space is done afterward to facilitate exchanges.

**It is therefore essential to maintain cordial relations to preserve overall harmony among all stakeholders. Thus, Experts agree to respect the following basic principles during exchanges in the Community Space:**

- Respect other Experts, the Brand's site Visitors, iAdvize, the Brands, and/or their representatives.
- Insults, threats, or personal attacks have no place in the Community Space.
- Inappropriate comments or behavior towards Experts, the Brand, the Brand's site Visitors, or iAdvize, such as:
  - Racist, xenophobic, homophobic, discriminatory remarks in all forms,
  - Disrespectful attitudes: slander, denigration, or any other attitude aimed at harming the Brand, an Expert, a Brand's site Visitor, or iAdvize, are prohibited.
- If another Expert's comment seems to violate this charter, **do not respond. Report it to iAdvize** (experts@ibbü.com).
- To protect your privacy, do not give personal information (email, address, or phone number) in a comment.

In case of non-compliance with these rules of good conduct, iAdvize reserves the right to remove any inappropriate comment in the exchange space or to exclude Experts who do not respect this Community Space usage charter.

## SCHEDULE 3 – PERSONAL DATA

### **1. Purpose**

These clauses define the conditions under which the Expert undertakes personal data processing operations for iAdvize. Both Parties agree to comply with the Personal Data Rules, including the CCPA and GDPR.

“Personal Information” and “Sensitive Personal Information” have the meanings ascribed to them in the CCPA. These terms refer to data processed, collected, maintained, or provided to the Expert by Internet Users in connection with the ibbū Services under the Agreement.

### **2. Description of Sub-contracted Processing**

The processing mainly involves consulting the personal data of Internet Users provided during Conversations conducted by the Expert on the Brands' Digital Media using the iAdvize Solution.

### **3. Term**

These clauses take effect upon signing the Agreement and last for its duration.

### **4. Expert's Obligations to iAdvize**

The Expert undertakes to:

- 1) not sell or share Personal Information and/or Sensitive Personal Information.
- 2) retain, use, or disclose such data only for business purposes specified in the Agreement and within the direct business relationship with the Brand or iAdvize.
- 3) process data according to the documented instructions of the Brand or iAdvize. If an instruction breaches Personal Data Rules, the Expert will inform iAdvize immediately.
- 4) inform iAdvize before transferring data to a non-EU country or international organization, unless prohibited by law for important public interest reasons.
- 5) guarantee the confidentiality of the personal data processed.
- 6) ensure no third party, apart from the Brand, accesses the personal data.
- 7) incorporate data protection by design and by default in their tools, products, applications, or services.

The Expert is not authorized to use other subcontractors.

The Brand is responsible for informing data subjects when data is collected. The Expert must assist the Brand and iAdvize in responding to data subject's requests to exercise their rights under data protection laws, including access, rectification, erasure, objection, and portability. Requests must be emailed to [privacy@iadvize.com](mailto:privacy@iadvize.com).

The Expert must notify iAdvize and/or the Brand of any personal data breaches as soon as they become aware. This notice must include documentation to allow the controller to notify the supervisory authority if needed.

The Expert must help iAdvize and the Brand with data protection impact analyses and prior consultation with the supervisory authority.

### **5. Security Measures**

The Expert will implement appropriate technical and organizational measures, including:

- 1) **Physical Access Controls:** prevent unauthorized physical access to Personal Information.
- 2) **System Access Controls:** prevent unauthorized use of Personal Information with measures like passwords and two-factor authentication.
- 3) **Data Access Controls:** ensure only authorized staff access Personal Information.
- 4) **Transmission Controls:** ensure secure transmission of Personal Information.
- 5) **Input Controls:** track data entry, modification, and removal.
- 6) **Data Backup:** regularly secure and encrypt backups.
- 7) **Logical Separation:** ensure logical separation of data on systems.

Once data processing services end, the Expert will delete or anonymize all personal data.

The Expert will provide iAdvize with necessary documentation to prove compliance with obligations and allow for audits by the Brand or appointed auditors.

The Expert certifies compliance with these obligations and understands CCPA restrictions on selling and sharing Personal Information. The Expert will promptly notify the Brand and/or iAdvize if they cannot meet these obligations or if CCPA requirements change.