

SERVICES AGREEMENT

This Service Agreement is entered into between iAdvize Inc., a Delaware corporation, having its principal place of business at 625 Mass. Ave., Cambridge, MA 02139 (“iAdvize”) and an Expert (The “Expert”).

By accepting this Agreement, the Expert undertakes to comply with the provisions of the Agreement.

PREAMBLE:

iAdvize publishes an IT solution named “Ibbü” whereby Internet Users visiting the websites of corporate customers of iAdvize can obtain advice from Experts who answer their questions on a fee basis.

The Expert has interest in and specific expertise in the products or services proposed by the companies using the “Ibbü” service.

The Expert has expressed its/his/her interest in collaborating with iAdvize to provide Internet Users of the corporate customers with its/his/her expertise in a specific area.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definitions

The following definitions are applicable to the entire Agreement, including the preamble:

Agreement: means all of the contractual provisions binding on the Expert and iAdvize, i.e. this document, its schedules as well as the elements specified in the Solution (in particular the terms of remuneration of the Experts).

Brand: means the corporate customers of iAdvize having contracted an Ibbü Service and wishing to give the Internet Users access to Experts.

Conversations: means the exchanges of e-mails that an Expert, only *via* the Solution, may conduct with an Internet User further to the prior solicitation of the Internet User and within the conditions and limits of the Agreement.

Digital Medium: means any digital space owned by the Brand on which the Solution is installed and, in particular, a website, a mobile application, a Facebook page or a Twitter account.

Expert: means any self-employed person with a specific interest and expertise in one or more product(s) and who is a signatory of this Agreement.

Ibbü Service: means, without distinction:

- the Expert’s private space in the Solution, which can be accessed with its Identification Elements where it is offered the possibility, in particular, of (i) communicating between Experts (ii) taking part in selections for one or more Missions, (iii) making Conversations with Internet Users of the Brand present on the Digital Supports as part of Missions (iv) communicating with iAdvize and/or the Brand and (v) having access to its personal information, its ratings and its exchange statistics with Internet Users;
- the space on the Digital Medium whereby an Internet user can contact an Expert; and
- the private space of the Brand on the Solution.

Internet User: means the visitors of the Digital Media of the Brands who solicit a Conversation with an Expert via the Solution.

Mission: means a marketing campaign during which the Expert uses the Solution and makes Conversations dedicated to a Brand.

Mission Conditions: means the specific conditions which apply to a Mission, including compensation conditions, duration and satisfaction rates.

Partie(s): means individually the Expert or iAdvize, and collectively the Expert and iAdvize.

Service(s): means the Expert’s Conversations with Internet Users via the Solution and for which iAdvize pays a fee.

Solution: means all software applications needed to work and operate the service of the iAdvize platform, in particular, the Ibbü Service.

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

2. Working of the Ibbü Service for the Expert

2.1. Acceptance of the Mission Conditions

Prior to each Mission, iAdvize makes, by email, an offer to the Expert, which specifies the Mission Conditions.

The Expert is free to respond, not to respond, to accept or to refuse the offer made by iAdvize to take part in a Mission.

As from the Expert's acceptance of the Mission Conditions, said conditions become binding and are an integral part of the Agreement. Conversations made by the Expert via the Solution constitutes acceptance of the Mission Conditions and are applicable to the Mission and to all Conversations made as part of said Mission which iAdvize has first communicated to it by all means.

The Mission Conditions are subject to change during the course of the Agreement, a notice will be sent to the Expert specifying these new Mission Conditions with a reasonable period of notice. The Expert's continuing to conduct Conversations via the Solution constitutes acceptance of the new Mission Terms for this Mission.

2.2. Interactions with the Brands and the Internet Users

As the Solution is deployed on the Digital Medium of the Brands, the Expert accepts that it/he/she will have interactions with the Brands. The Expert also accepts that the Brands will have access to the Conversations made by the Expert on their Digital Medium and provide information to iAdvize on said Conversations in the scope of the Ibbü Service.

The Expert has been informed that the Solution allows Internet Users, at the end of each Conversation, to fill in a satisfaction questionnaire on the quality of the Conversation. Where applicable, Internet Users may notify any inappropriate conduct of the Expert on the Solution.

3. iAdvize's Obligations

3.1. iAdvize's Obligations

In consideration of the Services and upon sending of an invoice, iAdvize undertakes to remunerate the Expert in accordance with the terms agreed between the Parties and the Mission Conditions.

iAdvize undertakes to provide the Expert in due time with all documents, information and explications which may be of use to perform the Services in the best conditions possible.

iAdvize does not warrant that the Expert's use of the Solution will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet the Expert's requirements, or that any defects in the iAdvize Solution will be corrected. iAdvize disclaims liability for, and no warranty is made with respect to, connectivity and availability of the Solution.

3.2. iAdvize liability

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

- suspend the performance of the Services; and/or
- terminate the Agreement with iAdvize in accordance with the conditions provided for in clause 9.

On the other hand, iAdvize cannot be held liable for problems which the Expert has accessing the Solution on account of IT terminals used by the Expert, its internet connection or in the event of force majeure or unpredictable and insurmountable act of a third party, and under reserve of any breakdowns that may occur or maintenance work which might be needed to ensure proper operating of the Solution. Due to technical limitations and the nature of the Internet, which are beyond the control of iAdvize, iAdvize does not guarantee or warrant the accuracy, completeness or authenticity of the sales tracking (e.g. when the browser of an Internet User is in incognito mode).

4. Expert's obligations

4.1. Expert's general obligations

On signing the Agreement, the Expert undertakes to provide the warranties and supporting documents listed in Schedule 1.

The Expert must be 18 or older.

Throughout the Agreement, the Expert undertakes to:

- never harm Internet users, and/or other Experts and/or the Brand, and/or iAdvize, in any way whatsoever, and not to transfer corrupted files (for instance, files containing a computer virus) via the Solution;
- not to use the Solution to promote a competitor of the Brand or of iAdvize;
- not to generate in any way false Conversations in order to artificially swell out its/his/her remuneration;
- report to the ibbü team any suspicious Conversations with an Internet User and, depending on the situation, block the Internet Users via the blocking feature provide in the Solution; and
- not to communicate its/his/her login identifiers to the Solution, not to allow a third party to make Conversations instead of it/him/her and not to subcontract Services covered by the Agreement in any way.

4.2. Expert's Obligations in the scope of Conversations

The Expert ensures iAdvize that it/he/she is perfectly acquainted with the products and/or services marketed by the Brand, at least with its business sector, as operated on the Digital Medium and is able to give reliable answers to questions put by Internet Users during Conversations.

For the Services, the Expert undertakes to comply with the following principles:

- abide by the letter and spirit of the communication guidelines for the Livefeed set out in Schedule 2 of the Agreement;
- not make unsuitable comments/write unsuitable documents to the other Experts and/or the Brand and/or the Internet Users and/or to iAdvize (such as rude or disrespectful comments, insults, threats, racist, xenophobic, defamatory comments, etc.);
- not request Internet Users to provide their sensitive information, in particular, personal information on their privacy, their bank details, their login and password, etc.;
- never deliberately mislead Internet Users by giving them wrong or doubtful information;
- not to lead an Internet User to believe that it is fictional, in particular, by excessively using pre-written answers during Conversations;
- not misuse the "pause" feature of the Conversations in accordance with [iAdvize's guidelines](#) for the use of this feature;
- not to misuse the "blocking" feature of the Conversations in accordance with [iAdvize's guidelines](#) for the use of this feature;
- not to behave during Conversations in a way which impairs the Brand or iAdvize;
- discuss in English with Internet Users, subject to an express request by the Internet User to speak another language; and
- more generally, not to breach any of the provisions of the Agreement in the scope of Conversations with the Internet Users.

4.3. Expert's Liability

The Expert is free and responsible for its/his/her conduct, in particular, comments made to Internet Users in the scope of Conversations.

Expert is responsible for complying with all applicable laws, rules ordinances and other requirements imposed by Federal, State, County, or Municipal government authorities relating to and concerning Expert's provision of the Services, as well as the ownership, licensing, insuring, maintaining, repairing and preparing of any equipment Expert may decide in its/her/his sole discretion to use in the course of providing the Services.

In the event of the Expert's breach of one or more of its/his/her obligations, iAdvize may:

- immediately suspend the Expert's access to the Solution, in order to :
 - o i) determine with the Expert the materiality and scope of the breaches of the Agreement that he may have committed
 - o ii) to assist the Expert in achieving the objectives defined in the Mission Conditions;
- exclude the Expert from a Mission, once it/he/she has been informed by e-mail or postal letter, without terminating this Agreement;
- terminate the Agreement with the Expert in accordance with the conditions provided for 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 Expert is an independent contractor and has no employee-employer relationship with iAdvize. Expert is solely responsible for Expert's profits or losses as a result of the revenues and expenses generated by Expert using the Ibbü Service. Any equipment provided by Expert (i.e., smart phone or computer) is at the sole expense of Expert. iAdvize is not responsible for training Expert in regard to product knowledge as Expert will use its/her/his experience with products as the knowledge base for Ibbü Service. Expert shall not be entitled to receive or participate in the benefits provided by iAdvize to its employees, nor will Expert receive any other compensation for the Services except as expressly provided for 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 invoicing

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

The Expert will be presumed to have accepted the invoice which iAdvize issued in its/his/her name and on its/his/her behalf if the Expert has not contested it within a 30-day period after iAdvize's issue of the invoice.

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 available at the following address: [<https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml>]
- MangoPay payment services available at the following address: [https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf]

6. Invoicing authorisation

The Expert expressly authorises iAdvize, which accepts it, to draw up the invoices for the Services in its/his/her name and on its/his/her behalf.

It is specified that the Expert retains full responsibility for its/his/her legal and tax obligations relating to the invoicing based on the original invoices which iAdvize issued in its/his/her name and on its/his/her behalf, in particular, for its/his/her VAT obligations.

The invoicing authorisation 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 authorisation, the Expert will send iAdvize the following information:

6.1. For the Experts registered in the USA

- First name and last name;

- Postal address;
- Completed W-9 form;
- E-mail address;
- Copy of a currently valid identity paper (front/overleaf) (*e.g.* driver's license or passport);
- Photo in portrait format;
- Bank details.

6.2 For the Experts registered in Canada

- First name and last name;
- Postal address;
- E-mail address;
- Proof of registration for the Legal status (if the Expert does not operate under his first and last name)
- Copy of a currently valid identity paper (front/overleaf) (*e.g.* driver's license or passport);
- Photo in portrait format;
- Bank details.

The Expert undertakes (i) to request and keep copies of invoices which iAdvize issued on its/his/her behalf and (ii) to report to iAdvize any change in the above information.

In accordance with the above authorisation, iAdvize will issue an invoice each month.

6. Autonomy and Independence

The Parties carry on their business in total autonomy and independently of one another; each of them bears the risks of its/his/her business.

As an independent commercial partner, the Expert is free to choose its/his/her business and schedule and to use the equipment of its/his/her choice to perform the Services (at Expert's sole expense). iAdvize shall not restrict Expert's activities to particular geographical areas (except as set forth in Paragraph 4.4) or dictate or control Expert's activities.

The Expert is not subject to any exclusive rights obligation with regard to iAdvize. The Expert is free to enter into like or equivalent agreement(s) to the Agreement with any natural person or legal entity, whether a competitor or not of iAdvize, but also to provide its/his/her services to its/his/her own clientele.

The Parties are not subject to any obligation of minimum revenues or level of business.

7. Expert's compliance with tax and social obligations

The Expert certifies and solemnly declares that it/he/she complies with the legal and regulatory obligations governing it/him/her, in particular, its/his/her reporting and tax and social payment obligations.

iAdvize reserves the right to request the Expert to provide documents proving that it/he/she has complied with its/his/her tax and social obligations.

In the event of breach of said obligation to provide documents, iAdvize may terminate the Agreement immediately and without indemnity.

8. Term of the Agreement

The Agreement takes effect on the date it is signed for an open term.

Each Party is free to terminate the Agreement subject to a 30-day prior by sending the other Party a recorded delivery letter with advice of receipt, in the following cases:

- the Party no longer wishes to collaborate with the other party and notifies it of its express wish to end the collaboration;
- the other Party is no longer able to fulfil its obligations under the Agreement (for instance, in the event of insolvency proceedings or illness); or
- In the event of material breach of any provision of this Agreement, the Agreement may be terminated by the other Party without either compensation or notice.

The end of the Agreement may not give rise to any indemnity.

The Party terminating the Agreement undertakes to fully fulfil its undertakings. Especially:

- a) in the event of termination of the Agreement by iAdvize, the latter undertakes to pay the Expert for the Service(s) being performed;
- b) in the event of termination of the Agreement by the Expert, the latter undertakes to lead Conversations in progress with Internet users until the end thereof.

9. Intellectual property

iAdvize is the holder or licensee of the intellectual property rights to the general structure of the Solution and its content (texts, slogans, graphics, images, videos, photos and other content), apart from those provided by the Brands.

In consequence, any public performance, reproduction, modification, distortion and/or total or partial exploitation of the Solution, using any process whatsoever and on any medium whatsoever, without iAdvize's prior and express authorisation, is prohibited and is an infringement of copyright.

Likewise, the Expert, in the event of any unauthorised exploitation of the Solution, will incur legal and criminal liability on the ground of the infringement of copyright.

iAdvize intends disclosing the Solution only to allow thereto on the Internet and on smartphone:

- i) from a computer or a like terminal with access to one or more telecommunications networks which allow access to the Internet and to an Internet browser (Explorer, Mozilla Firefox, etc.); and/or
- ii) from a smartphone type telephone terminal with access to a telecommunications network which allows access to the Internet.

Any other use of the Solution is deemed by operation of law to be reserved to iAdvize and to constitute an infringement of its right to disclose the Solution.

Under rights granted, the Solution may be used in accordance with its sole intended purpose, to wit, in accordance with the terms of this Agreement.

The Expert acknowledges and accepts that access to the Solution which iAdvize made available cannot entail any assignment or licensing of intellectual property rights (copyright, in particular) and other rights in its/his/her favour.

Except with iAdvize's prior written authorisation, the Expert may not in any case i) combine the Solution with any other work, in particular, software, ii) make all or some of the Solution available by any means to a third party or iii) lease, transfer all or some of the Solution to a third party, including companies and entities of the group to which it/he/she belongs and undertakes not to make any use other than that granted under this Agreement.

The Expert expressly undertakes, in particular, either directly or indirectly, including via any third party, by any means, not to (or try to), without this list being closed, modify, correct, adapt, translate, arrange, disseminate, transfer, distribute, reverse engineer, make a back-up copy outside the conditions provided for in this Agreement, grant a loan, a lease, an assignment or any other type of availability, regardless of the means thereof, including *via* the Internet, disseminate or market without consideration or valuable consideration etc. the Solution and, in general, alterate it in any way whatsoever, including the copyright information.

10. Confidentiality

Each Party undertakes not to disclose to third parties confidential information exchanged under the Agreement or needed to perform the Services during the entire term of the Agreement and for a 2-year term as from the end of the Agreement.

Each Party undertakes to consider as confidential all information disclosed to it under the Agreement or needed to perform the Services, in particular, information on the prices, the working of the Solution or the Ibbü Service.

The Agreement and its content will remain confidential between the Parties unless they are under an obligation (i) to assert their rights in court, in particular, but not exclusively in the event one of the Parties fails to fulfil this Agreement, (ii) by legal process or (iii) to satisfy the request of a tax or other government authority.

In the event one of the Parties is under an obligation to disclose the Agreement or its content to a third party, it must first inform the other Party thereof as quickly as possible by all means (unless a request is made by a tax authority, a statutory auditor or a chartered accountant).

11. Personal data

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, and the California Consumer Privacy Act and California Privacy Rights Act (the “**Personal Data Rules**”).

Under the Agreement, in particular, for the purposes of Conversations with Internet Users on Digital Media of the Brands, the Expert processes Personal Data as iAdvize’s sub-contractor for the Brand, acting as a controller.

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

12. Mutual arbitration provision

1. Arbitration of Disputes. iAdvize and the Expert mutually agree to resolve any disputes between them exclusively through final and binding arbitration instead of filing a lawsuit in court.
2. iAdvize and the Expert expressly agree that this Mutual Arbitration Provision is governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“FAA”) because iAdvize and the Expert are each engaged in interstate commerce. This Mutual Arbitration Provision shall apply to any and all claims that the expert may bring against iAdvize and to claims that iAdvize may bring against the Expert. Included within the scope of this provision are all disputes and claims, including but not limited to those arising out of or relating to the Agreement, the Expert’s classification as an independent contractor, the Expert’s provision of services under the Agreement, the Expert’s relationship with iAdvize or termination of that relationship, the remuneration received by the Expert for Discussions, the termination of this Agreement, the deactivation of the Expert’s account and all other aspects of the Expert's relationship with iAdvize, past or present, whether arising under federal, state, or local law.
3. iAdvize and the Expert expressly agree that the Agreement shall be governed by the FAA even in the event the Expert and/or iAdvize are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law of the State of Delaware regarding arbitration agreements shall apply.
4. The Expert’s agreement to arbitrate claims against iAdvize includes claims that the Expert may bring against iAdvize’s parent, subsidiary, affiliated or other related entities as well as against owners, directors, officers, managers, employees, agents, brokers, contractors, attorneys, and insurers of iAdvize. The Expert also agrees to arbitrate claims against any person or entity that the Expert may allege to be a joint employer, joint enterprise, alter ego, or to have common ownership with iAdvize.
5. Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision. However, as stated in Section 14.8 below, the preceding clause shall not apply to the Class Action Waiver and Representative Action Waiver.
6. 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.
7. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by the Expert must be delivered to iAdvize Attn: legal@iadvize.com.
8. CLASS ACTION WAIVER—PLEASE READ. iAdvize and the Expert mutually agree that any and all disputes or claims between the parties will be resolved in individual arbitration. iAdvize and the Expert further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a class and/or collective action, or to participate in any class and/or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective action (“Class Action Waiver”).
9. REPRESENTATIVE ACTION WAIVER—PLEASE READ. iAdvize and the Expert mutually agree that any and all disputes or claims between them will be resolved in individual arbitration. iAdvize and the Expert further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a representative action, or to participate in any representative action, and an arbitrator shall not have any authority to arbitrate a representative action (“Representative Action Waiver”).

10. Notwithstanding any other clause contained in this Agreement, this Mutual Arbitration Provision, or the American Arbitration Association Commercial Arbitration Rules ("AAA Rules"), any claim that all or part of this Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined only by a court of competent jurisdiction and not by an arbitrator. As stated above, all other disputes regarding interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision shall be determined exclusively by an arbitrator.
11. The Expert agrees and acknowledges that entering into this Mutual Arbitration Provision does not change the Expert's status as an independent contractor in fact and in law. The Expert further agrees that when performing services pursuant to the terms of this Agreement, The Expert is not doing so as an employee of iAdvize, a merchant, or a customer. The Expert further agrees that any disputes in this regard shall be determined exclusively by an arbitrator.
12. Any arbitration shall be governed by the AAA Rules, except as follows: (1) The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute; (2) iAdvize shall pay the arbitrator's and arbitration fees and costs, unless applicable law requires otherwise. Notwithstanding applicable law to the contrary, iAdvize shall pay the arbitrator's and arbitration fees and costs related to any payment dispute; (3) The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) Except as provided in the Class Action Waiver and Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable to the claims brought in the arbitration proceeding; (5) The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions; (6) The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) Either iAdvize or the Expert may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section 14 may be rendered ineffectual.
13. Regardless of any other terms of this Agreement, nothing prevents the Expert from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this Section 14, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law or as required under this Agreement before bringing a claim in arbitration. iAdvize will not retaliate against Expert for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.
14. The AAA Rules may be found at www.adr.org or by searching for "AAA Commercial Arbitration Rules" using a service such as www.google.com or by asking iAdvize to provide a copy.
15. Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of the Expert's contractual relationship with iAdvize, and therefore the Expert may submit a statement notifying iAdvize that the Expert wishes to opt out of this Mutual Arbitration Provision. In order to opt out, the Expert must notify iAdvize of Expert's intention to opt out submitting a signed and dated written notice which clearly states the Expert's name, email address, postal address, and the Expert's intention to opt out of this Mutual Arbitration Provision. Opt out notices must be sent to iAdvize at Attn: experts@ibbu.com. In order to be effective, the Expert's opt out notice must be provided within thirty (30) days of the Expert's digital execution of this Agreement. If the Expert opts out as provided in this subparagraph, the Expert will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Provision. If the Expert does not opt out within thirty (30) days of the Expert's execution of this Agreement, the Expert's failure to do so shall constitute mutual acceptance of the terms of this Mutual Arbitration Provision by iAdvize and Expert.
16. The Expert's decision to opt out of this Mutual Arbitration Provision will relieve the Expert only of the Expert's obligation to arbitrate the disputes specified in this Mutual Arbitration Provision. Similarly, the Expert's decision to opt out of another arbitration provision contained in any other agreement shall not relieve the Expert's obligation to arbitrate disputes pursuant to this Mutual Arbitration Provision.
17. The Expert acknowledges and agrees that if iAdvize modifies any provision of this Agreement other than this Mutual Arbitration Provision, the Expert will not have a renewed opportunity to opt out of arbitration. The Expert further acknowledges and agrees that if iAdvize modifies the addresses for delivery or electronic mailing of opt-out or other notices identified in this Mutual Arbitration Provision, the Expert will not have a renewed opportunity to opt of arbitration. If, however, iAdvize modifies any provision of this Mutual Arbitration Provision other than the addresses for delivery or electronic mailing of opt-out or other notices, the Expert will have a renewed opportunity to opt out of arbitration. In such circumstances, the 30-day opt out period will begin to run upon the Expert's digital execution of the modified Agreement. Changes to any information referenced at hyperlinks from the Agreement or Mutual Arbitration Provision shall not create a renewed opportunity to opt out.
 - a. The Expert has the right to consult with private counsel of the Expert's choice, at the Expert's own expense, with respect to any aspect of, or any claim that may be subject to this Mutual Arbitration Provision.
 - b. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Representative Action

Waiver is invalid or unenforceable, the class, collective, or representative action to that extent must be litigated in a civil court of in the State of Delaware, but the portion of the Class Action Waiver and Representative Action Waiver that is valid and enforceable shall be enforced in arbitration.

13. 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 the conflicts of laws principles thereof.

In the event any portion of the Mutual Arbitration Provision is deemed unenforceable, or if the Expert has opted out of the Mutual Arbitration Provision in compliance with Section 14.13 above, the relevant contracting parties expressly agree to submit any disputes not subject to the Mutual Arbitration Provision to the exclusive jurisdiction of the state and federal courts located in the State of Delaware.

14. General

This Agreement constitutes the entire agreement between iAdvize and Expert regarding the Services and this Agreement supersedes any and all prior discussions, negotiations, or agreements regarding these issues. This Agreement may not be orally modified, and any modification is invalid unless in writing signed by Expert and an authorized officer of iAdvize.

Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction, arbitrator or government agency determines that one or more of the provisions of this Agreement, or any part thereof, is or are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been contained within it. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Expert consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

No provision in this Agreement may be waived unless such waiver is agreed to in writing signed by Expert and by a duly authorized officer of iAdvize. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or 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, and shall be deemed to have been drafted by both parties. Captions and section headings are used for reference purposes only and should be ignored in 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 deposit 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 giving written notice.

SCHEDULE 1 – CONFORMITY GUARANTEES

[Copy of the documents provided by the Expert during the onboarding = for example (i) copy of the identity document (*e.g.* driver's license or passport), (ii) completed W-9 form (for the Experts registered in the USA) or proof of registration according to the Legal status if the Expert does not operate under his first and last name (for the Experts registered in Canada), iii) any other document required by the applicable regulations.]

SCHEDULE 2 – COMMUNICATION RULES WITHIN THE LIVEFEED

Purpose of the charter : This charter is internal to the Community Space and to the Experts. Its objective is to define the rules for exchanges between Experts, iAdvize and Brand managers in the Community Area. This Community Space is a space dedicated to professional exchanges between all stakeholders.

The Community Space is a place for exchange under several aspects, accessible via the private area of the Experts in the Solution.

1. Experts may exchange **good practice or news about products and brand's website among themselves**.
2. **The Brands can interact** directly with the Experts to announce promotions or internal competitions.
3. Experts can **trace back to iAdvize and the Brands for technical problems**, or if they have been the victim of insults or threats in chats.
4. iAdvize communicates **performance or news** to the global Experts community.
5. The moderation of the Community Space is done a posteriori, in order to facilitate exchanges.

It is therefore essential to maintain these cordial relations in order to maintain an overall understanding between all stakeholders. Thus, the Experts commit themselves to respect the following basic principles during the exchanges on the Community Space:

- Respect other Experts, Online Customers, iAdvize, Brands and/or their representatives.
- Insults, threats or personal attacks have no place in the Community Space.
- Inappropriate comments and behaviour towards Experts, the Brand, the Online Customers or iAdvize such as :
 - Comments: racist, xenophobic, homophobic, discriminatory, in all forms,
 - Disrespectful attitudes: slander, denigration or any other attitude aimed at harming the Brand, an Expert, an Online Customers or iAdvize, are outlawed.
- If you feel that another expert's comment contravenes this charter, do not respond to it. **Report it to iAdvize** (experts@ibbu.com).
- To protect your privacy, do not give any personal details (e-mail, address or telephone number) in a comment.

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

Good chats to all !

SCHEDULE 3 – PERSONAL DATA

1. Purpose

The purpose of these clauses is to define the conditions in which the Expert undertakes to carry out the personal data processing operations defined hereinafter for iAdvize.

In the scope of their contractual relations, the Parties mutually undertake to abide by the Personal Data Rules.

For purposes of this Section 3, the term “Personal Information” shall have the meaning ascribed to “personal information” in the CCPA and as used herein shall specifically mean Personal Information processed, collected or maintained by Expert on the Brand’s or iAdvize’s behalf or provided to Expert by Internet User in connection with Expert’s provision of Ibbü Services under the Agreement.

The term “Sensitive Personal Information” shall have meaning ascribed to “sensitive personal information” in the CCPA and as used herein shall specifically mean Sensitive Personal Information processed, collected or maintained by Expert on the Brand’s and/or iAdvize’s behalf or provided to Expert by Internet User in connection with Expert’s provision of Ibbü Services under the Agreement.

2. Description of the sub-contracted processing

The processing of personal data consists mainly in consulting the personal data of Internet Users willingly provided by the latter in the scope of Conversations led by the Expert on the Digital Media of the Brands using the iAdvize Solution.

3. Term

These clauses take effect as soon as the Agreement between iAdvize and the Expert is signed for the term of said Agreement.

4. The Expert’s Obligations with regard to iAdvize

The Expert undertakes to:

- a) To the extent Expert receives from Internet Users, Brand, or iAdvize, or processes, collects or maintains on behalf of Brand or iAdvize, Personal Information and/or Sensitive Personal Information that is subject to the California Consumer Privacy Act (CCPA), Expert, in its role as a “Service Provider” under the CCPA, shall not: (i) sell or share such Personal Information and/or Sensitive Personal Information; (ii) retain, use, or disclose such Personal Information and/or Sensitive Personal Information for any purpose other than the business purposes specified in the Agreement; (iii) retain, use, or disclose such Personal Information and/or Sensitive Personal Information outside of the direct business relationship between the Brand or iAdvize and Expert, or unless otherwise permitted under the Agreement; or (iv) combine the Personal Information and/or Sensitive Personal Information received from or processed or collected on behalf of the Brand or iAdvize with Personal Information and/or Sensitive Personal Information received on behalf of another person or collected by Expert from its own interaction with Internet Users except to perform any business purposes as permitted by the CCPA.
- b) If a law requires Expert to disclose Personal Information and/or Sensitive Personal Information for a purpose unrelated to providing Ibbü Service under the Agreement, Expert must first inform Internet User of that legal requirement and give Internet User an opportunity to object or challenge the requirement, unless the law prohibits such notice.
 - a) process the data in accordance with the documented instructions of the Brand or iAdvize representative. If the Expert considers that an instruction constitutes a breach of Personal Data Rules, it/he/she will immediately inform iAdvize thereof. Moreover, if the Expert has to transfer data to a non-EU country or an international organisation under the law of the European Union or the law of the member State governing it, it/he/she must inform iAdvize of said legal obligation prior to the processing, unless said law prohibits such information on the ground of important public interest reasons;
 - b) guarantee the confidentiality of the personal data processed under this agreement;
 - c) ensure that no third party to the Agreement, apart from the Brand, may have access to the personal data; and
 - d) take into account, for its/his/her tools, products, applications or services, data protection principles by design and data protection by default.
 - e) Sub-contracting: The Expert is not authorised to call on other sub-contractors.

- f) Right to information of data subjects: The Brand is responsible for informing data subjects when data is collected.
- g) Exercise of the rights of persons:

To the extent possible, the Expert must help the Brand and iAdvize to fulfil their obligation to follow up requests by data subjects to exercise rights: right of access, rectification, erasure and objection, right to restrict the processing, right to the portability of data, right to not be the subject of an automated individual decision (including profiling).

Expert will reasonably cooperate and assist the Brand with meeting the Brand's CCPA compliance obligations (if any) and responding to CCPA-related inquiries with respect to Personal Information and/or Sensitive Personal Information that Internet User provides to Expert or that Expert collects, processes or maintains on the Brand's behalf. Expert must promptly comply with any Internet User request to exercise their rights to the Expert, and must e-mail said requests as from receipt thereof to matthieu.huet@iadvize.com. Expert must also promptly comply with any Internet User or Brand request to limit the use or disclosure of Sensitive Personal Information. Expert must notify the Brand and/or iAdvize immediately if it receives any complaint, notice, or communication that directly or indirectly relates to any party's compliance with the CCPA under this Agreement. Specifically, Expert must notify the Brand and/or iAdvize within three (3) business days if it receives a consumer request under the CCPA that implicates the Brand and/or iAdvize

The Expert must notify iAdvize and/or the Brand of any breach of personal data as quickly as possible as soon as it/he/she becomes aware thereof. Said notice is accompanied by any useful documentation so that the controller, if need be, may notify said breach to the proper supervisory authority. Upon notice of a data breach affecting Expert or that Expert is failing to fulfill its obligations under the CCPA and/or Agreement, the Brand or iAdvize may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information and/or Sensitive Personal Information

- h) Help of the sub-contractor in the scope of the controller's compliance with its obligations:

The Expert helps iAdvize and the Brand carry out data protection impact analyses.

The Expert helps the controller with the prior consultation of the supervisory authority.

- i) Security measures: The Expert undertakes to take the appropriate technical and organisational measures, in particular, relating to confidentiality, the integrity and availability of systems and services and their resilience in light of the type, scope, circumstances and purpose of the processing. At a minimum, such measures shall include the following security measures:
- j) Physical Access Controls: Expert shall take reasonable measures to prevent physical access, such as physical locks, security personnel, clean desk policy, and restricting access to rooms or facilities containing Personal Information, to prevent unauthorized persons from gaining access to Personal Information, or to ensure third parties operating data centers on Expert's behalf are adhering to such controls.
- k) System Access Controls: expert shall take reasonable measures to prevent Personal Information from being used without authorization. These controls shall vary based on the nature of the processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and/or logging of access on several levels. Expert shall implement an access policy under which access to its system environment, to Personal Information, and other data is restricted to authorized personnel only.
- l) Data Access Controls: Expert shall take reasonable measures to ensure that Personal Information is accessible and manageable only by properly authorized staff; direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to use a data processing system only have access to the Personal Information to which they have privilege of access; and, that Personal Information cannot be read, copied, modified or removed without authorization in the course of processing.
- m) Transmission Controls: Expert shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Personal Information by means of data transmission facilities is envisaged so Personal Information cannot be read, copied, modified or removed without authorization during electronic transmission or transport.
- n) Input Controls: Expert shall take reasonable measures to provide that it is possible to check and establish whether and by whom Personal Information has been entered into data processing systems, modified or removed. Expert shall take reasonable measures to ensure that (i) the Personal Information source is under the control of the Brand and/or iAdvize; and (ii) Personal Information integrated into Expert's systems is managed by secured file transfer from the Expert and Internet User.

- o) Data Backup: Expert shall ensure that, when hosted by Expert, back-ups are taken on a regular basis, are secured, and encrypted to ensure that Personal Information is protected against accidental destruction or loss when hosted by Expert.
- p) Logical Separation: Expert shall ensure that data from the Brand and/or iAdvize is logically segregated on Expert's systems to ensure that Personal Information that is collected for purposes other than the provision of the Services may be processed separately
- q) What happens to data: once performance of said data processing services have ended, the Expert undertakes to delete or anonymise all personal data.
- r) Documentation: The Expert makes available to iAdvize the documentation needed to prove compliance with all of its/his/her obligations and to allow audits, including inspections, by the Brand or any other auditor it has appointed to be carried out, and to contribute to said audits.
- s) Expert certifies its compliance with its obligations set forth in this Schedule 3. Expert further certifies that it understands the CCPA's restrictions and prohibitions on selling and sharing Personal Information and/or Sensitive Personal Information and retaining, using, or disclosing Personal Information and/or Sensitive Personal Information outside of the Parties' direct business relationship, and it will comply with them.
- t) Expert warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the Ibbü Services or otherwise performing under this Schedule 3 of the Agreement. Expert must promptly notify the Brand and/or iAdvize if it is unable to meet its obligations under the CCPA. Expert must also promptly notify the Brand and/or iAdvize of any changes to the CCPA's requirements that may adversely affect its performance under the Agreement.

SERVICES AGREEMENT

This Service Agreement is entered into between iAdvize, a French “Société par Actions Simplifiée” company with a capital of € 39 536,42, having its registered office located at Euronantes Gare, Le Berlingot, Bâtiment B, 9 rue Nina Simone ter quai François Mitterrand, 44200 Nantes, France, registered in NANTES Registry of Commerce under the corporate identification n° 519.698.914, represented by Mr Julien HERVOUET, CEO, duly authorised for the purposes hereof (“iAdvize”), and an Expert (The “Expert”).

By accepting this Agreement, the Expert undertakes to comply with the provisions of the Agreement.

PREAMBLE:

iAdvize publishes an IT solution named “Ibbü” whereby Internet users visiting the websites of corporate customers of iAdvize can obtain advice from Experts who answer their questions on a fee basis.

The Expert has interest in and specific expertise in the products or services proposed by the companies using the “Ibbü” service.

The Expert has expressed its/his/her interest in collaborating with iAdvize to provide Internet users of the corporate customers with its/his/her expertise in a specific area.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

15. Definitions

The following definitions are applicable to the entire Agreement, including the preamble:

Agreement: means all of the contractual provisions binding on the Expert and iAdvize, i.e. this document, its schedules as well as the elements specified in the Solution (in particular the terms of remuneration of the Experts).

Brand: means the corporate customers of iAdvize having contracted an Ibbü Service and wishing to give the Internet Users access to Experts.

Conversations: means the exchanges of e-mails that an Expert, only *via* the Solution, may conduct with an Internet User further to the prior solicitation of the Internet User and within the conditions and limits of the Agreement.

Digital means any digital space owned by the Brand on which the Solution is installed **Medium:** and, in particular, a website, a mobile application, a Facebook page or a Twitter account.

Expert: means any self-employed person with a specific interest and expertise in one or more product(s) and who is a signatory of this Agreement.

Ibbü Service: means, without distinction:

- the Expert’s private space in the Solution, which can be accessed with its Identification Elements where it is offered the possibility, in particular, of (i) communicating between Experts (ii) taking part in selections for one or more Missions, (iii) making Conversations with Internet Users of the Brand present on the Digital Supports as part of Missions (iv) communicating with iAdvize and/or the Brand and (v) having access to its personal information, its ratings and its exchange statistics with Internet Users;
- the space on the Digital Medium whereby an Internet user can contact an Expert; and
- the private space of the Brand on the Solution.

Internet User: means the visitors of the Digital Media of the Brands who solicit a Conversation with an Expert via the Solution.

Mission: means a marketing campaign during which the Expert uses the Solution and makes Conversations dedicated to a Brand.

Mission Conditions: means the specific conditions which apply to a Mission, including compensation conditions, duration and satisfaction rates.

Partie(s): means individually the Expert or iAdvize, and collectively the Expert and iAdvize.

Service: means the Expert's Conversations with Internet Users via the Solution and for which iAdvize pays a fee.

Solution: means all software applications needed to work and operate the service of the iAdvize platform, in particular, the Ibbü Service.

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

16. Working of the Ibbü Service for the Expert

2.1. Acceptance of the Mission Conditions

Prior to each Mission, iAdvize makes, by email, an offer to the Expert, which specifies the Mission Conditions.

The Expert is free to respond, not to respond, to accept or to refuse the offer made by iAdvize to take part in a Mission.

As from the Expert's acceptance of the Mission Conditions, said conditions become binding and are an integral part of the Agreement. Conversations made by the Expert via the Solution constitutes acceptance of the Mission Conditions and are applicable to all Conversations made as part of said Mission.

The Mission Conditions are subject to change during the course of the Contract, a notice will be sent to the Expert specifying these new Mission Conditions with a reasonable period of notice. The Expert's continuing to conduct Conversations via the Solution constitutes acceptance of the new Mission Terms for this Mission.

2.2. Interactions with the Brands and the Internet Users

As the Solution is deployed on the Digital Medium of the Brands, the Expert accepts that it/he/she will have interactions with the Brands. The Expert also accepts that the Brands will have access to the Conversations made by the Expert on their Digital Medium and provide information to iAdvize on said Conversations in the scope of the Ibbü Service.

The Expert has been informed that the Solution allows Internet Users, at the end of each Conversation, to fill in a satisfaction questionnaire on the quality of the Conversation. Where applicable, Internet Users may notify any inappropriate conduct of the Expert on the Solution.

17. iAdvize's Obligations

3.1. iAdvize's Obligations

In consideration of the Services and upon sending of an invoice, iAdvize undertakes to remunerate the Expert in accordance with the terms agreed between the Parties.

iAdvize undertakes to provide the Expert in due time with all documents, information and explications which may be of use to perform the Services in the best conditions possible.

iAdvize undertakes to ensure the constancy, continuity and quality of access to the Solution. The Solution can be accessed 24 hours a day, seven days a week, except in the event of force majeure or unforeseeable and insurmountable conduct by a third party, subject to any failures and maintenance and updating needed to properly work the Solution.

3.2. iAdvize liability

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

- suspend the performance of the Services; and/or
- terminate the Agreement with iAdvize in accordance with the conditions provided for in clause 9.

On the other hand, iAdvize cannot be held liable for problems which the Expert has accessing the Solution on account of IT terminals used by the Expert, its internet connection or in the event of force majeure or unpredictable and insurmountable act of a third party, and under reserve of any breakdowns that may occur or maintenance work which might be needed to ensure proper operating of the Solution.

18. Expert's obligations

4.1. Expert's general obligations

On signing the Agreement, the Expert undertakes to provide the warranties and supporting documents listed in Schedule 1.

The Expert certifies that he is at least 18 years old.

Throughout the Agreement, the Expert undertakes to:

- never harm Internet users, and/or other Experts and/or the Brand, and/or iAdvize, in any way whatsoever, and not to transfer corrupted files (for instance, files containing a computer virus) via the Solution;
- not to use the Solution to promote a competitor of the Brand or of iAdvize;
- not to generate in any way false Conversations in order to artificially swell out its/his/her remuneration; and
- report to the ibbü team any suspicious Conversations with an Internet User and, depending on the situation, block the Internet Users via the blocking feature provide in the Solution;
- not to communicate its/his/her login identifiers to the Solution, not to allow a third party to make Conversations instead of it/him/her and not to subcontract Services covered by the Agreement in any way.

4.2. Expert's Obligations in the scope of Conversations

The Expert ensures iAdvize that it/he/she is perfectly acquainted with the products and/or services marketed by the Brand, at least with its business sector, as operated on the Digital Medium and is able to give reliable answers to questions put by Internet Users during Conversations.

For the Services, the Expert undertakes to comply with the following principles:

- abide by the letter and spirit of the communication guidelines for the Livefeed set out in Schedule 2 of the Agreement;
- not make unsuitable comments/write unsuitable documents to the other Experts and/or the Brand and/or the Internet Users and/or to iAdvize (such as rude or disrespectful comments, insults, threats, racist, xenophobic, defamatory comments, etc.);
- not request Internet Users to provide their sensitive information, in particular, personal information on their privacy, their bank details, their login and password, etc.;
- never deliberately mislead Internet Users by giving them wrong or doubtful information;
- not to lead a Internet User to believe that it is fictional, in particular, by excessively using pre-written answers during Conversations;
- not misuse the "pause" feature of the Conversations in accordance with [iAdvize's guidelines](#) for the use of this feature;
- not to misuse the "blocking" feature of the Conversations in accordance with [iAdvize's guidelines](#) for the use of this feature;
- not to behave during Conversations in a way which impairs the Brand or iAdvize;
- discuss in the language of the Mission with Internet Users, subject to an express request by the Internet User to speak another language; and
- more generally, not to breach any of the provisions of the Agreement in the scope of Conversations with the Internet Users.

4.3. Expert's Liability

The Expert is free and responsible for its/his/her conduct, in particular, comments made to Internet Users in the scope of Conversations.

In the event of the Expert's breach of one or more of its/his/her obligations, iAdvize may:

- immediately suspend the Expert's access to the Solution, in order to :
 - o i) determine with the Expert the materiality and scope of the breaches of the Contract that he may have committed
 - o ii) to assist the Expert in achieving the objectives defined in the Mission Conditions;
- exclude the Expert from a Mission, once it/he/she has been informed by e-mail or postal letter, without terminating this Agreement;
- terminate the Agreement with the Expert in accordance with the conditions provided for in clause 9.

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

19. Payment and invoicing

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

The Expert will be presumed to have accepted the invoice which iAdvize issued in its/his/her name and on its/his/her behalf if the Expert has not contested it within a 30-day period after iAdvize’s issue of the invoice.

iAdvize undertakes to pay the Expert weekly.

The Expert undertakes to comply with the general terms and conditions of use of Mangopay payment services available at the following address: [https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf].

20. Invoicing authorisation

The Expert expressly authorises iAdvize, which accepts it, to draw up the invoices for the Services in its/his/her name and on its/his/her behalf.

It is specified that the Expert retains full responsibility for its/his/her legal and tax obligations relating to the invoicing based on the original invoices which iAdvize issued in its/his/her name and on its/his/her behalf, in particular, for its/his/her VAT obligations.

The invoicing authorisation 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 authorisation, the Expert will send iAdvize the following information:

- [as the case may be] First name and last name / or company name;
- [as the case may be] Postal address / or registered office;
- Document(s) attesting the registration to the legal status, as required by the applicable local regulations;
- E-mail address;
- [as the case may be] Copy of a currently valid identity paper (front/overleaf) / or certificate of incorporation;
- Photo in portrait format;
- Intra-community Value Added Tax (VAT) number, if the Expert is subject to the VAT;
- Bank details.

The Expert undertakes (i) to pay the VAT which it/he/she, where applicable, owes to the local tax authority, (ii) to request and keep copies of invoices which iAdvize issued on its/his/her behalf and (iii) to report to iAdvize any change in the above information.

In accordance with the above authorisation, iAdvize will issue an invoice each month.

21. Autonomy and Independence

The Parties carry on their business in total autonomy and independently of one another; each of them bears the risks of its/his/her business.

As an independent commercial partner, the Expert is free to choose its/his/her business and rest days and to use the equipment of its/his/her choice to perform the Services.

The Expert is not subject to any exclusive rights obligation with regard to iAdvize. The Expert is free to enter into like or equivalent agreement(s) to the Agreement with any natural person or legal entity, whether a competitor or not of iAdvize, but also to provide its/his/her services to its/his/her own clientele.

The Parties are not subject to any obligation of minimum revenues or level of business.

22. Expert's compliance with tax and social obligations

The Expert certifies and solemnly declares that it/he/she complies with the legal and regulatory obligations governing it/him/her, in particular, its/his/her reporting and tax and social payment obligations.

iAdvize reserves the right to request the Expert to provide documents proving that it/he/she has complied with its/his/her tax and social obligations.

In the event of breach of said obligation to provide documents, iAdvize may terminate the Agreement immediately and without indemnity.

23. Term of the Agreement

The Agreement takes effect on the date it is signed for an open term.

Each Party is free to terminate the Agreement subject to one month's prior notice per year of agreement (i.e. one month for one year, two months for the second year and so on) by sending the other Party a recorded delivery letter with advice of receipt, in the following cases:

- the Party no longer wishes to collaborate with the other party and notifies it of its express wish to end the collaboration;
- the other Party is no longer able to fulfil its obligations under the Agreement (for instance, in the event of insolvency proceedings or illness); or
- In the event of material breach of any provision of this Agreement, the Agreement may be terminated by the other Party without either compensation or notice.

The end of the Agreement may not give rise to any indemnity.

The Party terminating the Agreement undertakes to fully fulfil its undertakings. Especially:

- c) in the event of termination of the Agreement by iAdvize, the latter undertakes to pay the Expert for the Service(s) being performed;
- d) in the event of termination of the Agreement by the Expert, the latter undertakes to lead Conversations in progress with Internet users until the end thereof.

24. Intellectual property

iAdvize is the holder or licensee of the intellectual property rights to the general structure of the Solution and its content (texts, slogans, graphics, images, videos, photos and other content), apart from those provided by the Brands.

In consequence, in accordance with the provisions of Tome 1st of the French Intellectual Property Code (*Code de la propriété intellectuelle*), any public performance, reproduction, modification, distortion and/or total or partial exploitation of the Solution, using any process whatsoever and on any medium whatsoever, without iAdvize's prior and express authorisation, is prohibited and is an infringement of copyright.

Likewise, the Expert, in the event of any unauthorised exploitation of the Solution, will incur legal and criminal liability on the ground of the infringement of copyright.

iAdvize intends disclosing the Solution only to allow thereto on the Internet and on smartphone:

- iii) from a computer or a like terminal with access to one or more telecommunications networks which allow access to the Internet and to an Internet browser (Explorer, Mozilla Firefox, etc.); and/or
- iv) from a smartphone type telephone terminal with access to a telecommunications network which allows access to the Internet.

Any other use of the Solution is deemed by operation of law to be reserved to iAdvize and to constitute an infringement of its right to disclose the Solution.

Under rights granted, the Solution may be used in accordance with its sole intended purpose, to wit, in accordance with the terms of this Agreement.

The Expert acknowledges and accepts that access to the Solution which iAdvize made available cannot entail any assignment or licensing of intellectual property rights (copyright, in particular) and other rights in its/his/her favour.

Except with iAdvize's prior written authorisation, the Expert may not in any case i) combine the Solution with any other work, in particular, software, ii) make all or some of the Solution available by any means to a third party or iii) lease, transfer all or some of the Solution to a third party, including companies and entities of the group to which it/he/she belongs and undertakes not to make any use other than that granted under this Agreement.

The Expert expressly undertakes, in particular, either directly or indirectly, including via any third party, by any means, not to (or try to), without this list being closed, modify, correct, adapt, translate, arrange, disseminate, transfer, distribute, reverse engineer, make a back-up copy outside the conditions provided for in this Agreement, grant a loan, a lease, an assignment or any other type of availability, regardless of the means thereof, including *via* the Internet, disseminate or market without consideration or valuable consideration etc. the Solution and, in general, alterate it in any way whatsoever, including the copyright information.

25. Confidentiality

Each Party undertakes not to disclose to third parties confidential information exchanged under the Agreement or needed to perform the Services during the entire term of the Agreement and for a 2-year term as from the end of the Agreement.

Each Party undertakes to consider all information disclosed to it under the Agreement or needed to perform the Services, in particular, information on the prices, the working of the Solution or the Ibbü Service.

The Agreement and its content will remain confidential between the Parties unless they are under an obligation (i) to assert their rights in court, in particular, but not exclusively in the event one of the Parties fails to fulfil this agreement, (ii) by court decision or (iii) to satisfy the request of a tax or customs authority, social contribution collection bodies or a statutory auditor or a chartered accountant.

In the event one of the Parties is under an obligation to disclose the Agreement or its content to a third party, it must first inform the other Party thereof as quickly as possible by all means (unless a request is made by a tax authority, a statutory auditor or a chartered accountant).

26. Personal data

The Parties undertakes 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 and the French Data Protection Act^oNo. 78-17 of 6 January 1978 (*Loi relative à l'informatique, aux fichiers et aux libertés*) (the "**Personal Data Rules**").

Under the Agreement, in particular, for the purposes of Conversations with Internet users on Digital Media of the Brands, the Expert processes Personal Data as iAdvize's sub-contractor for the Brand, acting as a controller.

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

27. Miscellaneous

The Agreement replaces negotiations, representations and agreements which may have existed heretofore.

In the event of all or part of a provision of the Agreement is null and void or invalid, the validity of the other clauses of the Agreement will not be impacted.

28. Governing law and jurisdiction

The Agreement is governed and interpreted in accordance with French law.

The Parties undertake to refer any dispute or disagreement relating to the validity, interpretation, performance and/or termination of the Agreement to the exclusive jurisdiction of the Nantes Commercial Court.

SCHEDULE 1 – CONFORMITY GUARANTEES

[Copy of the documents provided by the Expert during the onboarding = for example (i) copy of the identity document, (ii) Document(s) attesting the registration to the legal status, as required by the applicable local regulations (or failing that, a receipt for the submission of the declaration with the competent authorities), (iii) any other document required by the applicable local legislation.]

SCHEDULE 2 – COMMUNICATION GUIDELINES FOR THE LIVEFEED

Purpose of the charter : This charter is internal to the Community Space and to the Experts. Its objective is to define the rules for exchanges between Experts, iAdvize and Brand managers in the Community Area. This Community Space is a space dedicated to professional exchanges between all stakeholders.

The Community Space is a place for exchange under several aspects, accessible via the private area of the Experts in the Solution.

6. Experts may exchange **good practice or news about products and brand's website among themselves.**

7. **The Brands can interact** directly with the Experts to announce promotions or internal competitions.

8. Experts can **trace back to iAdvize and the Brands for technical problems**, or if they have been the victim of insults or threats in chats.

9. iAdvize communicates **performance or news** to the global Experts community.

10. The moderation of the Community Space is done a posteriori, in order to facilitate exchanges.

It is therefore essential to maintain these cordial relations in order to maintain an overall understanding between all stakeholders. Thus, the Experts commit themselves to respect the following basic principles during the exchanges on the Community Space:

- Respect other Experts, Online Customers, iAdvize, Brands and/or their representatives.
- Insults, threats or personal attacks have no place in the Community Space.
- Inappropriate comments and behaviour towards Experts, the Brand, the Online Customers or iAdvize such as :
 - Comments: racist, xenophobic, homophobic, discriminatory, in all forms,
 - Disrespectful attitudes: slander, denigration or any other attitude aimed at harming the Brand, an Expert, an Online Customers or iAdvize, are outlawed.
- If you feel that another expert's comment contravenes this charter, do not respond to it. **Report it to iAdvize** (experts@ibbu.com).
- To protect your privacy, do not give any personal details (e-mail, address or telephone number) in a comment.

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

Good chats to all !

SCHEDULE 3 –PERSONAL DATA

1. Purpose

The purpose of these clauses is to define the conditions in which the Expert undertakes to carry out the personal data processing operations defined hereinafter for iAdvize.

In the scope of their contractual relations, the Parties mutually undertake to abide by the Personal Data Rules.

2. Description of the sub-contracted processing

The processing of personal data consists mainly in consulting the personal data of Internet Users willingly provided by the latter in the scope of Conversations led by the Expert on the Digital Media of the Brands using the iAdvize Solution.

3. Term

These clauses take effect as soon as the Agreement between iAdvize and the Expert is signed for the term of said Agreement.

4. The Expert's Obligations with regard to iAdvize

The Expert undertakes to:

- u) process the data only for the sole sub-contracting purpose(s);
- v) process the data in accordance with the documented instructions of the Brand or iAdvize representative. If the Expert considers that an instruction constitutes a breach of Personal Data Rules, it/he/she will immediately inform iAdvize thereof. Moreover, if the Expert has to transfer data to a non-EU country or an international organisation under the law of the European Union or the law of the member State governing it, it/he/she must inform iAdvize of said legal obligation prior to the processing, unless said law prohibits such information on the ground of important public interest reasons;
- w) guarantee the confidentiality of the personal data processed under this Agreement;
- x) ensure that no third party to the Agreement, apart from the Brand, may have access to the personal data; and
- y) take into account, for its/his/her tools, products, applications or services, data protection principles by design and data protection by default.

- z) Sub-contracting: The Expert is not authorised to call on other sub-contractors.
- aa) Right to information of data subjects: The Brand is responsible for informing data subjects when data is collected.
- bb) Exercise of the rights of persons:

To the extent possible, the Expert must help the Brand and iAdvize to fulfil their obligation to follow up requests by data subjects to exercise rights: right of access, rectification, erasure and objection, right to restrict the processing, right to the portability of data, right to not be the subject of an automated individual decision (including profiling).

When the data subjects exercise requests to exercise their rights to the Expert, the Expert must e-mail said requests as from receipt thereof to matthieu.huet@iadvize.com.

The Expert notifies iAdvize of any breach of personal data as quickly as possible as soon as it/he/she becomes aware thereof. Said notice is accompanied by any useful documentation so that the controller, if need be, may notify said breach to the proper supervisory authority.

- cc) Help of the sub-contractor in the scope of the controller's compliance with its obligations:

The Expert helps iAdvize and the Brand carry out data protection impact analyses.

The Expert helps the controller with the prior consultation of the supervisory authority.

- dd) Security measures: The Expert undertakes to take the appropriate technical and organisational measures, in particular, relating to confidentiality, the integrity and availability of systems and services and their resilience in light of the type, scope, circumstances and purpose of the processing.
- ee) What happens to data: once performance of said data processing services have ended, the Expert undertakes to delete or anonymise all personal data.
- ff) Documentation: The Expert makes available to iAdvize the documentation needed to prove compliance with all of its/his/her obligations and to allow audits, including inspections, by the Brand or any other auditor it has appointed to be carried out, and to contribute to said audits.

CONTRAT DE PRESTATION DE SERVICES

Ce Contrat de prestation de services est conclu entre iAdvize, société par actions simplifiée au capital de 39.536,42 € (trente neuf mille deux cents trente six et quarante deux centimes), immatriculée au registre du commerce et des sociétés de Nantes sous le numéro 519 698 914, dont le siège est situé 9 rue Nina Simone – EuroNantes Gare Bâtiment B à Nantes (44000), représentée par Monsieur Julien Hervouet, Président, dûment habilité à l'effet des présentes (« **iAdvize** ») et un Expert (« **L'Expert** »), et régit les relations entre iAdvize et l'Expert.

En acceptant ce Contrat de prestation de services, l'Expert s'engage à respecter les dispositions du Contrat.

PRÉAMBULE :

iAdvize édite une solution informatique dénommée « Ibbü », permettant aux entreprises clientes d'iAdvize de faire bénéficier les internautes qui se rendent sur leurs sites internet des conseils de personnes expertes qui répondent à leurs questions en étant rémunérées.

L'Expert est doté d'un intérêt et d'une expertise spécifique pour les produits ou services proposés par les entreprises qui utilisent le service « Ibbü ».

L'Expert a marqué son intérêt pour collaborer avec iAdvize afin de faire bénéficier les internautes des entreprises clientes de son expertise sur un domaine spécifique.

CECI ÉTANT EXPOSÉ, IL A ÉTÉ CONVENU CE QUI SUIVIT :

29. Définitions

Les définitions suivantes sont applicables à l'intégralité du Contrat, y compris le préambule :

Mission :	désigne une campagne marketing pendant laquelle l'Expert a recours à 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 <i>via</i> la Solution, avec un Internaute, et ce 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 produit(s) 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 pouvoir 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 ; et • 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, et notamment 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.

30. Fonctionnement du Service Ibbü pour l'Expert

2.1. Acceptation des Conditions de la Mission

Avant chaque Mission, iAdvize formule par email, une offre à l'Expert qui précise 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 est applicable 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 avoir des interactions 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.

31. Obligations d'iAdvize

3.1. Obligations d'iAdvize

En contrepartie de la réalisation de 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 toutes explications utiles à ce dernier pour exécuter dans les meilleures conditions possibles les Prestations.

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 cas de force majeure ou 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 :

- suspendre l'exécution des Prestations ; et/ou
- résilier le Contrat avec iAdvize dans les conditions prévues par l'article 9.

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

32. 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 les justificatifs listés en Annexe 1.

L'Expert certifie avoir au moins 18 ans.

Tout au long du Contrat, l'Expert s'engage à :

- ne jamais nuire aux Internautes, et/ou aux autres Experts et/ou à la Marque, et/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 ;
- ne pas utiliser la Solution dans le but de promouvoir un concurrent de la Marque ou d'iAdvize ;
- ne pas générer, de quelque manière que ce soit, de fausses Conversations destinées à gonfler artificiellement sa rémunération.
- reporter à l'équipe ibbü toutes Conversations suspicieuses avec un Internaute et, selon les situations, bloquer les Internautes via la fonctionnalité de blocage des Internautes de la Solution et
- 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.

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 être en mesure d'apporter des réponses fiables aux questions formulées par les Internautes lors des Conversations.

Dans le cadre des Prestations, l'Expert s'engage à se conformer aux principes suivants :

- respecter les règles de communication sur le Livefeed qui figurent à l'Annexe 2 du Contrat ;
- ne pas tenir de propos/écrits inappropriés aux autres Experts et/ou à la Marque et/ou aux Internautes et/ou à iAdvize (tels que des propos impolis ou irrespectueux, des insultes, des menaces, des propos racistes, xénophobes, diffamatoires ...) ;
- ne pas demander aux Internautes des informations sensibles les concernant telles que notamment des informations personnelles, relevant de leur vie privée, leurs coordonnées bancaires, leurs identifiant et mot de passe etc. ;
- ne jamais induire volontairement un Internaute en erreur en lui donnant des informations fausses ou incertaines ;
- 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 ;
- ne pas utiliser de manière abusive la fonctionnalité « pause » conformément aux [bonnes pratiques](#) décrites dans le help center concernant l'utilisation de cette fonction;
- ne pas utiliser de manière abusive la fonctionnalité de « bloqué » conformément aux [bonnes pratiques](#) décrites dans le help center concernant l'utilisation de cette fonction ;
- ne pas adopter au cours des Conversations d'attitude dévalorisant la Marque ou iAdvize ;
- échanger dans la langue de la Mission avec les Internautes, sous réserve d'une demande expresse de l'Internaute de parler dans une langue étrangère ; et
- plus généralement, ne pas violer la loi ou les dispositions du présent Contrat dans le cadre des Conversations avec les Internautes.

4.3. Responsabilité de l'Expert

L'Expert est libre et responsable de son comportement, en particulier des propos qu'il tient aux Internautes dans le cadre des Conversations.

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

- suspendre de manière immédiate l'accès de l'Expert à la Solution, afin de :
 - o i)déterminer avec l'Expert la matérialité et la portée des manquements au Contrat qu'il aurait commis
 - o ii)d'accompagner l'Expert à atteindre les objectifs définis dans les Conditions de la Mission ;
- exclure l'Expert d'une Mission, après l'en avoir informé par courrier électronique ou courrier postal, sans résilier le présent Contrat ;
- résilier le Contrat avec l'Expert dans les conditions prévues par l'article 9.

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

33. 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 au terme d'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 de services de paiement de MangoPay, disponibles à l'adresse suivante : [https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_FR.pdf]

34. 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 :

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

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

Conformément au mandat ci-dessus, iAdvize édite la facture chaque mois.

35. 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, 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.

L'Expert n'est soumis à aucune obligation d'exclusivité vis-à-vis d'iAdvize. L'Expert est libre de conclure un/des contrat(s) similaire(s) ou équivalent(s) au Contrat avec toute personne physique ou morale, concurrente ou non d'iAdvize, mais également de fournir ses prestations à sa clientèle personnelle.

Les Parties ne sont soumises à aucune obligation de chiffre d'affaires ou de niveau d'activité minimum.

36. 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 d'iAdvize :

- i) 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
- ii) 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.

37. Durée du Contrat

Le Contrat entre en vigueur à compter de sa date de signature pour une durée indéterminée.

Chaque Partie est libre de mettre un terme au Contrat moyennant un préavis d'un mois par année de contrat (soit un mois pour la première année, deux mois pour la seconde et ainsi de suite) en adressant à l'autre Partie un courrier recommandé avec accusé de réception, dans les hypothèses suivantes :

- la Partie ne souhaite plus collaborer avec l'autre et lui notifie sa volonté expresse de ne pas poursuivre la collaboration ;
- 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 souscrit. Plus particulièrement :

- e) en cas de résiliation du Contrat par iAdvize, cette dernière s'engage à payer l'Expert pour la/les Prestation(s) en cours ;
- f) 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.

38. 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 1^{er} 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 qu'afin d'en permettre un accès sur le réseau Internet, comme sur téléphonie mobile, et ce :

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

L'Expert s'interdit en particulier expressément directement ou indirectement, en ce compris par tout tiers, par tout moyen, 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 etc. la Solution et, d'une manière générale, de l'altérer de quelle que manière que ce soit, en ce compris les mentions de *copyright*.

39. 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 2 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 à y être contraintes (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 ou 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).

40. Données personnelles

Les Parties s'engagent à respecter la réglementation en vigueur sur le traitement de données à caractère personnel, en particulier le règlement (UE) 2016/679 du Parlement européen et du Conseil du 27 avril 2016 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, en particulier pour les besoins des Conversations avec les Internauts sur les Supports Numériques des Marques, l'Expert est amené à réaliser des traitements de Données Personnelles en qualité de sous-traitant d'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.

41. Divers

Le Contrat remplace les négociations, déclarations et accords ayant pu exister antérieurement.

Au cas où une stipulation du Contrat s'avérerait en tout ou partie nulle ou invalide, la validité des autres clauses du Contrat ne serait pas affectée.

42. Loi applicable et juridiction compétente

Le Contrat est régi et interprété par le 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

[copie des documents transmis par l'Expert au cours de l'onboarding = par exemple (i) copie de la pièce d'identité, (ii) extrait d'inscription au RCS ou au répertoire des métiers ou le numéro SIREN/SIRET (ou à défaut, un récépissé du dépôt de déclaration devant les autorités compétentes), (iii) attestation de l'URSSAF sur le paiement des cotisations et contributions de sécurité sociale et (iv) 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 un espace 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@ibbu.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 ont pour objet de définir les conditions dans lesquelles l'Expert s'engage à effectuer pour le compte d'iAdvize les opérations de traitement de données à caractère personnel définies 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 de données personnelles consiste essentiellement en la consultation de données personnelles d'Internautes volontairement fournies par ces derniers dans le cadre de Conversations menées par l'Expert sur les Supports Numériques des Marques au moyen 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 d'iAdvize

L'Expert s'engage à :

- gg) traiter les données uniquement pour la ou les seule(s) finalité(s) qui fait/font l'objet de la sous-traitance ;
- hh) traiter les données conformément aux instructions documentées du responsable de la Marque ou d'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'Etat 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 ;
- ii) garantir la confidentialité des données à caractère personnel traitées dans le cadre du présent contrat ;
- jj) veiller à ce qu'aucun tiers au Contrat, à l'exception de la Marque, ne puisse avoir accès aux données à caractère personnel ; et

kk) 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.

ll) Sous-traitance : l'Expert n'est pas autorisé à faire appel à des sous-traitants ultérieurs.

mm) 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.

nn) 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 matthieu.huet@iadvize.com.

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.

oo) 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 relative à la protection des données.

L'Expert aide le responsable de traitement pour la réalisation de la consultation préalable de l'autorité de contrôle.

pp) Mesures de sécurité : l'Expert s'engage à prendre les mesures techniques et organisationnelles appropriées, notamment en ce qui concerne la confidentialité, l'intégrité et la disponibilité des systèmes et services et leur résilience au regard du type, de la portée, des circonstances et de la finalité du traitement.

qq) 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.

rr) Documentation : l'Expert met à la disposition d'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.