

S4M – GENERAL TERMS AND CONDITIONS OF SALE

1 AGREEMENT

- 1.1 **S4M SRL**, a company registered in Italia under number MI – 2514533, situated Via Monte di Pietà 19, 20121 MILANO and trading as S4M (hereinafter referred to as "S4M"), markets an advertising service on mobile phone platforms (also called "S4M") that makes it possible for advertisers to optimise the release of their advertising campaign on such platforms (hereinafter referred to as the "S4M Services"). For the avoidance of doubt, the S4M Services include the release by S4M of Advertising Campaigns and/or Advertising Messages (as defined below).
- 1.2 These general terms and conditions of sale (hereinafter referred to as "GTCS" or "General Terms and Conditions of Sale") and the Purchase Order (as defined below) set out the terms and conditions under which the S4M Services are supplied by S4M to the Advertiser (as defined below).
- 1.3 The Purchase Order and these GTCS shall hereinafter collectively be referred to as the "Agreement".
- 1.4 The issue of a Purchase Order to the Client and the signature of such Purchase Order by the Client or its Legal Representative, entails full and unreserved acceptance of these GTCS by the Advertiser; any stipulation to the contrary detailed in any of the Advertiser's or its Legal Representative's legal documents shall not apply; the solely applicable law and jurisdiction in case of conflict of law will be the GTCS applicable law as mentioned article 23 below, which the Advertiser and its Legal Representative hereby formally acknowledge and agree.
- 1.5 Where there is an inconsistency between a provision in a Purchase Order and a provision in these GTCS, the terms of the Purchaser Order shall control (subject always to clauses 3.1 and 7.1 below).
- 1.6 This Agreement may be amended only in writing signed by duly authorised representatives of the Parties.

2 DEFINITIONS

For the purpose of these General Terms and Conditions of Sale, the following terms used in the singular or plural shall have the following definition:

- "Advertiser": natural or legal person prompting and wishing for the release of one or more Advertising Campaign(s) and/or one or more Advertising Messages promoting its products and/or services and/or brand to be made available on Digital Media.
- "Advertising Campaign": simultaneous release of a specific Advertising Message in a selection of Digital Media purchased by S4M and covered by a unique Purchase Order.
- "Advertising Formats": the various display and/or mobile formats stipulated on S4M's website at the following address: www.s4m.io, which on a Digital Medium are intended to feature an Advertising Campaign and/or Advertising Messages and with dimensions in line with the standards recommended by the IAB or the Technical Specifications.
- "Advertising Message": any message by the Advertiser inserted in a Digital Medium which has been the subject of a Purchase Order and may contain items such as graphic design, text, videos, audio and multimedia.
- "Advertising Spaces": advertising locations (pages, sections, etc.) on Digital Media sold by the RTB system.
- "Agreement" shall have the meaning set out in clause 1.3.
- "Agreement Data" refers to non-personal data collected within the framework of the Agreement by Trackers which S4M has placed or had placed in Advertising Messages.
- "Click(s) (number of)" refers to the number of times a Mobile Web User activates an Advertising Format.
- "Client": the Advertiser, represented where applicable by its Legal Representative.
- "CPA" or cost per action is a billing method for an Advertising Space or Advertising Campaign in a Digital Medium in relation to the number of times a Mobile Web User activates an Advertising Format and carries out an operation to subscribe, purchase, sign up or any other action defined in advance jointly with the Client.
- "CPC" or cost per click is a billing method taking into account the number of Clicks recorded on the commercial link (text, image or video, etc.) displayed:
 - via a search engine, or
 - on a mobile website; or
 - on a social network; or
 - via a publisher's mobile application that refers a Mobile Web User to the mobile website or application of the Advertiser, i.e. the purchase cost of Advertising Space on Digital Medium in relation to the number of Clicks obtained from a Mobile Web User in an Advertising Format.
- "CPD" or cost per download is an invoicing method based on the number of download Clicks of the Advertiser's mobile application and the opening of such mobile application.
- "CPM Visible" or the visible cost per thousand is a method for evaluating and billing Advertising Space on Digital Media for display Advertising Formats and equates to the cost invoiced to the Client for one thousand prints and displays the Advertising Message at 100% of its original size.
- "CPL" or cost per lead is the cost per lead acquisition and equates to the cost determinate in the purchase order and invoiced to the Client.

- "CPLP" or Cost per landing page© is a unique buying model developed by S4M and based on Media Rating Council (MRC) accredited mobile post-ad metrics to guarantee true user engagements and real conversion.
- "CPO" or cost per opening is an invoicing method based on the number of Clicks of the Advertiser's mobile application covered by the Advertising Campaign.
- "CPV" or cost per visit is an invoicing method based on the number of downloads of the Advertiser's webpage displayed on the Mobile Web User's connected tool after such user has clicked on the Advertiser's Advertising Message.
- "CPVV" or cost per viewed video is an invoicing method based on the number of times a video Advertising Message is broadcast on the mobile tool used by Mobile Web Users.
- "Data Processing Schedule": the document provided by S4M to be completed and signed by the Advertiser or its Legal Representative in case of personal data processing, that legally bind the Parties. This document states the purpose and means of data processing determined by the Advertiser or its Legal Representative, to follow by S4M. Being understood that S4M acts as data processor and Advertiser acts as data controller within the meaning of GDPR regulation.
- "Digital Medium/Media": the mobile internet site(s), tablet(s) (application(s) accessed from a mobile tablet via "stores" from application distributors) and/or mobile application(s) on which the Advertising Campaign and/or Advertising Message shall be released.
- "Force Majeure": any unforeseeable event beyond the Parties' control, and/or any unexpected circumstances that create a contract's frustration of purpose, in making performance of the contract impossible, illegal or essentially different from what was contemplated.
- « Form » is the request form embedded in an advertisement to recruit Leads.
- "GDPR": Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- "Interactive Advertising Message": an Advertising Message that allows the Mobile Web User to participate. The said user may, for example, click on an Interactive Advertising Message to receive a sample or other item, take part in a survey or state whether s/he likes an event.
- "Lead" is a Form completed by an individual to receive information about the advertiser's brand or product.
- "Legal Representative": any legal or natural person serving as an intermediary in the name and on behalf of the Advertiser within the framework of a written representation contract to purchase Advertising Space (for example an agency acting under an agency agreement). A copy of the representation contract or, in the absence of such, a representation declaration, must be sent to S4M. S4M shall not be required to fulfil an order placed by a representative whose status has not been evidenced (as determined by S4M in its absolute discretion).
- "Mobile Web User": the person using the internet, irrespective of the method of connection, location or tool used to establish such connection.
- "Parties": refers to the Parties in the Agreement, i.e. the Client and S4M.
- "Purchase Order": the document drawn up by S4M and signed by the Advertiser or its Legal Representative that legally bind the Parties, and which details the specific terms and conditions of the service ordered by the Advertiser or its Legal Representative.
- "RTB Advertising Campaign": Advertising Campaign in which the Advertiser's Advertising Message is randomly present with advertisements from other advertisers on one or more pages or sections in a given Digital Medium and under the conditions (duration and minimum number of Clicks, etc.) stipulated in the Purchase Order signed by the Advertiser and/or its Legal Representative.
- "RTB" refers to the system for purchasing Advertising Space by bidding in real time for the Digital Medium in the Advertising Format selected by the Advertiser or its Legal Representative.
- "Targeted Advertising Campaign": an Advertising Campaign which may be released via SMS, DISPLAY, SEARCH, NATIVE ADVERTISING and/or any other form of communication with Mobile Web Users and which is intended to send such users messages aligned with their interests.
- "Technical Specifications": set of technical constraints issued for the Digital Medium and/or Advertising Format for the Advertising Message in terms of size and weight which must be obeyed by the Advertiser and its Legal Representative.
- "Trackers": Cookies or tags or other current or subsequent technologies which do not make it possible to identify the Mobile Web User as such, but can log information concerning his/her browsing on mobile Websites and/or tablets and/or mobile applications.
- "GTCS" shall have the meaning set out in clause 1.1.
- "IAB": Interactive Advertising Bureau.
- "Working Days": any day which is not a Saturday, a Sunday or a bank or public holiday in England.
- "S4M Data": data that S4M uses to provide the S4M Services and which aggregates the data from previous agreements, data from trustworthy third parties and other data from S4M activities.
- "S4M Services" shall have the meaning set out in clause 1.1.

3 ADVERTISING CAMPAIGN

- 3.1 Where possible, S4M shall release Advertising Campaigns according to the terms stipulated in the relevant Purchase Order.
- 3.2 For RTB Advertising Campaigns, S4M shall use reasonable endeavours to deliver the minimum number of Clicks stipulated in the applicable Purchase Order for the term of release set out in the Purchase Order.
- 3.3 In the event that the minimum number of Clicks stipulated in the Purchase Order is not achieved at the end of the initially agreed term of release, S4M shall not be in breach of this Agreement but shall invoice the Client only for the proportion of Clicks actually achieved so that by way of example only, if the Purchase Order stipulates that the fee is £100 for 1,000 Clicks but only 500 Clicks are realised, then the fee will be £50 instead of £100. Where applicable, the Parties shall jointly agree on an extension to the RTB Advertising Campaign to allow S4M time to meet the target number of Clicks, thus entitling S4M to full payment.

4 PURCHASE ORDERS

4.1 ORDER REQUESTS

Order requests shall be sent to S4M either by email or by post mail in each case, marked for the attention of "Finance service".

4.2 PURCHASE CONFIRMATION

- (a) S4M reserves the right to accept or reject an order request. Where S4M wishes to proceed with an order request, S4M shall send the Advertiser or its Legal Representative (if applicable) a Purchase Order which may stipulate in particular:
- (i) the name and contact details of the Advertiser;
 - (ii) where applicable, the name and contact details of the Legal Representative in the event that the purchase of advertising space via the signature of the Purchase Order is carried out by such;
 - (iii) the brand, product or service to be promoted;
 - (iv) the targeting criteria for Mobile Web Users, Advertising Messages or the Advertising Campaign and the quantified objective (number of Clicks per minimum CPC, CPM or CPA invoicing method expected by the Advertiser) over the release period;
 - (v) the desired Advertising Format;
 - (vi) the start date for the release and, if necessary, the end date of the Advertising Campaign; and
 - (vii) the net amount payable according to the prices agreed by S4M and the Advertiser or its Legal Representative.
- (b) The Purchase Order sent by S4M is valid and open for acceptance by the Advertiser or its Legal Representative for fifteen (15) calendar days with effect from its issue date by S4M, provided always that it must be returned no later than five (5) Working Days before the proposed start date of the release of the Advertising Campaign or Advertising Message, along with:
- (i) the Advertising Message in question, including advertising creation items along with any technical documents which the Advertiser or its Legal Representative wish to be included, the technical characteristics of which comply with the Technical Specifications applicable to the Digital Media and Advertising Format(s) concerned; and
 - (ii) a copy of the Legal Representation agreement or, in the absence of such, a certificate of representation, in the event an order is placed by a Legal Representative.
- (c) A template Purchase Order is attached to these GTCS for information purposes only (not for completion by an Advertiser or its Legal Representative).
- (d) The Advertiser or its Legal Representative must obtain an electronic acknowledgement of receipt for each Purchase Order, including its annex such as Data Processing Schedule, that it signs and submits to S4M to ensure that the Purchase Order has indeed been received by S4M.
- (e)

4.3 PURCHASE ORDER REJECTION

- (a) S4M shall not under any circumstances be required to fulfil Purchase Orders that have not been signed by the Advertiser or its Legal Representative.
- (b) S4M reserves the right at any time to refuse to fulfil any advertising instruction or to suspend any advertising instruction if (i) it does not appear that the applicable Purchase Order complies with these GTCS and in particular this clause 4.3, and/or (ii) it does not appear that the Client is complying with the Technical Specifications, and/or the editorial line of S4M or of the Digital Medium, and/or IAB guidelines, and/or (iii) such instructions might in any way undermine the image or interests of S4M (or any of its associated companies or entities) and/or the Digital Medium.

- (c) Where S4M rejects or cancels a Purchase Order and/or any instructions in accordance with this clause 4.3 (or any other provision in these GTCS), S4M shall not be under any liability whatsoever to the Advertiser (or, for the avoidance of doubt, its Legal Representative(s) and any interested third party).
- (d) S4M reserves the right to cancel a Purchase Order at any time prior to the applicable release start date without any liability whatsoever to the Advertiser (or, for the avoidance of doubt, its Legal Representative(s) and any interested third party).
- (e) For the avoidance of doubt, any orders failing to stipulate all the information listed above and/or, if applicable, where no representation certificate for the Legal Representative has been supplied, may not be taken into account by S4M.

5 LEGAL REPRESENTATIVE (IF APPLICABLE)

- 5.1 The Advertiser is required to fulfil the undertakings contracted by its Legal Representative. The Purchase Order is specific to the Advertiser and may not be amended without written authorisation from S4M and may not in any manner be transferred by the Advertiser or Legal Representative to any third party.
- 5.2 In the event that the Legal Representative is amended or terminated at any time whilst any services are being provided to the Advertiser by S4M or are to be provided to the Advertiser by S4M, the Advertiser shall immediately notify S4M in writing (with acknowledgement of receipt), and such amendment or termination shall only take effect from the date of receipt by S4M of the applicable valid notice. For the avoidance of doubt, the Advertiser remains personally bound to fulfil the obligations set out in the Purchase Order.
- 5.3 Notwithstanding anything else contained in this Agreement, the Legal Representative and the Advertiser remain in all events jointly and severally liable with regard to S4M for the implementation of all the obligations, undertakings and warranties incumbent upon the Advertiser, Client and Legal Representative under the terms of these GTCS, the Technical Specifications and any Purchase Order and in particular the implementation of all payment undertakings and obligations of the Advertiser.

6 POSTPONEMENT OR CANCELLATION BY THE CLIENT

- 6.1 The Client may cancel or postpone any Purchase Order at least three Working Days before the release start date (as set out in the Purchase Order) by notice in writing to S4M, without any charge. No cancellation or postponement request by the Client after the release start date shall be accepted by S4M and 100% of the full fee for fulfilment by S4M of the Purchase Order shall apply.
- 6.2 For proper postponements of Purchase Orders effective within the three Working Days before the release start date, excluding any postponement due to Force Majeure circumstances, a fee equal to 20% of the full fee set out in the Purchase Order shall be automatically applied. For the avoidance of doubt, the full fee for fulfilment by S4M of the Purchase Order at the later release date will still apply.
- 6.3 For proper cancellation of a Purchase Order effective within the three Working Days before the release start date, excluding any cancellation due to Force Majeure circumstances, a fee equal to 30% of the full fee set out in the Purchase Order shall apply.
- 6.4 Any notice under this clause 6 may be issued by email provided always that an electronic acknowledgement of receipt is obtained.

7 AVAILABILITY OF ADVERTISING SPACE AND POSTPONED RELEASES

- 7.1 Given the unpredictable nature of the purchasing market for Advertising Space using the RTB technique, release dates for Advertising Campaigns or Advertising Messages are issued as a guide only and without guarantees (even where particularised in a Purchase Order).
- 7.2 Consequently, in the event that release is postponed, the Client shall contact S4M in order to agree on a new release date.
- 7.3 If no new release date can be agreed between the Parties, Advertising Space not used for the Advertising Campaign or Advertising Messages shall not be invoiced and S4M shall not be under any liability whatsoever to the Advertiser (or, for the avoidance of doubt, its Legal Representative(s) and any interested third party).
- 7.4 Advertising Spaces is always proposed by S4M to Client subject to availability at the time of acceptance of the Purchase Order and/or release dates(s).
- 7.5 In addition to the cases stipulated in clause 3 herein, S4M may also be prompted to move, neutralise, abandon or delete the Advertising Campaign or Advertising Message for the following reasons, or for any other reasons beyond S4M's reasonable control:
 - (a) following a request from Digital Media;
 - (b) in the event that posting is impossible (technical difficulties) arising in particular from non-compliance by the Advertising Campaigns or Advertising Messages with Technical Specifications;
 - (c) as a result of an order issued by any official authorities; or
 - (d) in the event of Force Majeure,
 and in such cases, S4M shall inform the Advertiser or its Legal Representative accordingly, and S4M shall not be deemed in breach of this Agreement.

8 ADVERTISING MESSAGE

- 8.1 The Advertising Message and its delivery by the Client to S4M must comply with the terms and conditions of this Agreement including, without limitation, this clause 8.
- 8.2 Any delivery delay by the Client shall release S4M from any applicable delivery obligations for the Advertising Campaign and/or Advertising Message and the Client shall pay in full even if publication could not be realised and no complaint may be made by the Client for such failure.
- 8.3 The Client hereby warrants, represents and confirms that it is and shall remain the legal and beneficial owner of its brands, logos and of the Advertising Message (including all intellectual property rights therein).
- 8.4 The Client hereby grants S4M a worldwide irrevocable and fully transferable royalty free licence to use, reproduce, release and represent the Advertising Message for the purpose of enabling S4M's release of the Advertising Message on Digital Media and the provision of the S4M Services hereunder.
- 8.5 The Client hereby grants S4M the right to edit, adapt and amend the Advertising Message to comply with the Technical Specifications.
- 8.6 The Client hereby warrants, represents and confirms that (a) all Advertising Messages (which for the avoidance of doubt includes Interactive Advertising Messages) comply with all applicable laws, legislation and regulations, and (b) that it owns all intellectual property rights required for the release by S4M of the advertising design of the Advertising Message and such designs and Advertising Messages and the use thereof do not and will not infringe the intellectual property rights of any third-party in any way.
- 8.7 S4M shall have no liability for Advertising Messages which are released on Digital Media, as such release is the sole liability of the Advertiser or, where applicable, the joint and several liabilities of the Advertiser and its Legal Representative. Accordingly, and without prejudice to the indemnity at clause 15, the Advertiser and its Legal Representative (if applicable) shall indemnify S4M jointly and severally against any recourse and shall compensate S4M for any costs, charges and expenses incurred as a result of such Advertising Messages and their release including legal fees and costs.
- 8.8 The Client undertakes to provide Advertising Messages free of viruses and/or any other similar item which might affect the said Advertising Messages. In the event of hacking, the Client undertakes to delete the hacked Advertising Message forthwith. In all events, S4M may withdraw any hacked Advertising Message without delay or prior notification or those containing a virus or item of a similar nature without prejudice to any further damages and in this case, the Client may not claim any compensation as a result of such withdrawal.
- 8.9 S4M reserves the right to refuse any Advertising Message it considers contrary to appropriate presentation, behaviour or its editorial line. S4M also reserves the right to reject any Advertising Message whose origin appears suspicious or which may contravene the rules of its profession, as well as those that may undermine public order, decency or shock moral, religious, cultural or political convictions of Mobile Web Users and in this case, the Client may not claim any compensation as a result of such withdrawal.

9 STATISTICS AND ADVERTISING CAMPAIGN IMPLEMENTATION REPORT

- 9.1 S4M shall use its own reporting tools to calculate the results of an Advertising Campaign and/or reach of an Advertising Message. The Client hereby agrees that S4M's statistics and results are definitive and control over all other data and in particular those which the Client may have collected by inserting Trackers, as per clause 10 herein.
- 9.2 During an Advertising Campaign S4M shall allow Client access to its on-line reporting tool for the Advertising Campaign.
- 9.3 After the Advertising Campaign, a final report shall be sent to the Client. Such report shall serve as the basis for issuing the corresponding invoice drawn up and sent by S4M.
- 9.4 If the Client wishes to dispute S4M's results, it must do so by serving notice in writing to be sent by registered letter with acknowledgement of receipt to the S4M complaints department stipulating the items in dispute. The said request must be sent within one month following the publication of the applicable Advertising Campaign or Advertising Message. Any complaints that do not comply with this clause 9.4 shall not be taken into consideration.

10 PERSONAL DATA AND INSERTION OF TRACKERS (COOKIES, TAGS OR OTHER)

- 10.1 The Parties acknowledge and agree that any concerns about "Personal Data" are subject to a specific clause set forth Addendum 2 herein, "Data Processing Clause". Moreover, S4M Privacy Policy is accessible on S4M Group website www.s4m.io, to which S4M is related to.
- 10.2 The Client acknowledges and accepts that S4M places or ensures the placement of Trackers in the Client's Advertising Messages in order to provide the S4M Services.
- 10.3 S4M shall collect and use the data obtained from such Trackers in accordance with the instructions given by the Client by filling in the Data Processing Schedule and with the Addendum 2 "Data Processing Clause".
- 10.4 Given the insertion of said Trackers for the purpose of Targeted Advertising in Advertising Messages, the Client undertakes to include in its own Digital Media the requisite measures to inform and obtain the consent of users, as stipulated in applicable laws and regulations and including in particular laws regulating personal data and privacy.

- 10.5 The Client undertakes (a) to inform S4M without fail and to obtain S4M's formal written consent before Client itself inserts Trackers in advertising designs and Advertising Messages that it sends to S4M with the intention of collecting the connection data of Mobile Web Users, and (b) to comply with the obligation to inform and secure the consent of Mobile Web Users incumbent on the publishers of sites, operating systems, applications, social networks and publishers of solutions to measure audience figures according to all applicable laws, legislation and regulations.
- 10.6 S4M may implement any measure it deems necessary (in its absolute discretion) to prevent the integration of Trackers in Advertising Messages and in particular:
- (a) in the event of failure by the Client to comply with its statutory or regulatory requirements; and/or
 - (b) in the event of technical breakdown relating to the integration of Trackers that endanger the security of Digital Media concerned.
- 10.7 Immediately following S4M's request and instruction, the Client shall amend and/or deactivate Trackers inserted in Advertising Messages.
- 10.8 The Client shall provide S4M with a tracking tool to enable S4M to access data collected using Trackers inserted in advertising designs including those in Advertising Messages.
- 10.9 The Client shall be liable for the correct operation of the tracking tool and in particular for correcting as quickly as possible any malfunction indicated to the Client by S4M.
- 10.10 For Interactive Advertising Message, the Client undertakes to collect only the responses from Mobile Web Users and/or nominative information contained in the responses it receives in accordance with all applicable laws, legislation and regulations in effect with regard to personal data.
- 10.11 Without prejudice to the indemnity at clause 15, the Client shall indemnify S4M and keep S4M indemnified on demand from and against all losses, costs, liabilities, damages, expenses (including legal expenses), claims and proceedings incurred and/or suffered by S4M arising out of or in connection with Mobile Web Users and/or S4M's or Client's use of data collected from Mobile Web Users.

11 INTELLECTUAL PROPERTY

- 11.1 Each of the Parties remains the exclusive proprietor of the intellectual property rights it owned before entering into this Agreement.
- 11.2 S4M is the sole owner of all intellectual property rights relating to the S4M Services. This Agreement shall not equate to any form of licence or transfer of know-how from S4M to the Client.
- 11.3 The Client grants to S4M an irrevocable, fully transferable licence for all rights contained in the Advertising Message in order for S4M to fulfil its obligations under the Agreement, as more particularly set out in clause 8.4.
- 11.4 The Client acknowledges and accepts that:
- (a) S4M collects, uses, analyses and processes Agreement Data, and combines it with S4M Data in order to provide the S4M Services as set out in this Agreement; and
 - (b) S4M combines and aggregates Agreement Data with S4M Data in order to improve the S4M Services and S4M's know-how.

12 LIABILITY OF S4M

- 12.1 S4M markets a service entailing the release of advertising campaigns in Advertising Spaces purchased from third parties. Accordingly, S4M, is bound only to use its best commercial endeavours to deliver the S4M Services hereunder and may not be held liable in the event of any breakdowns in technical infrastructure of the Digital Medium in question, which is operated by any third parties.
- 12.2 S4M cannot be held liable for services and/or content for which access is achieved through hypertext and/or hypermedia links made available by the Client.
- 12.3 The Client hereby accepts that all Digital Media may be subject to intrusions by unauthorised third parties and consequently may be corrupted and that information on the internet is not protected against third party actions such as downloads, possible circumventions or any viruses and that any third party may create hypertext links.
- 12.4 S4M does not guarantee the success of any Advertising Campaign or Advertising Message or the results desired for such by the Client.
- 12.5 Subject always to clauses 12.6 and 12.7, S4M's total aggregate liability arising from or related to this Agreement (whether in contract, tort including negligence or otherwise) shall not exceed an amount equal to the fees paid or payable to S4M by the Client (or on the Client's behalf) under the applicable Purchase Order.
- 12.6 Nothing in this Agreement shall exclude or limit either party's liability in respect of any claims:
- (a) for death or personal injury caused by the negligence of such party;
 - (b) resulting from any fraud including fraudulent misrepresentation made by such party;
 - (c) for which liability may not otherwise lawfully be limited or excluded; or
 - (d) for any deliberate or wilful default by the Client.
- 12.7 S4M shall not be liable for any indirect, special or consequential losses or any loss of profits (whether direct or indirect), loss of goodwill, loss of business, loss of revenue or loss of anticipated savings.

13 PRICE, PAYMENT AND INVOICING

- 13.1 Given the nature of the S4M Services, the practical conditions of purchasing Advertising Space via RTB and technological and market developments, no general price scale may be set in the GTCS.
- 13.2 For information purposes, the pricing grids used by S4M may be sent to the Client within 30 days of its written request. The Client acknowledges that its pricing grids may change over time and are tailored to the requested service and are therefore for information purposes only.
- 13.3 The prices proposed by S4M may include discounts. The basis for calculating standard discounts applied by S4M may be sent to the Client within 30 days of its written request.
- 13.4 Prices for the S4M Services are therefore as set out in the Purchase Order and remain in effect for the term of the Agreement.
- 13.5 Prices are set according to invoicing conditions defined in clause 2, including without limitation:
- (a) cost per action (CPA);
 - (b) cost per click (CPC);
 - (c) cost per visible thousand (CPM Visible);
 - (d) cost per visit (CPV);
 - (e) cost per viewed video (CPVV);
 - (f) cost per landing (CPL);
 - (g) cost per landing page (CPLP);
 - (h) cost per download (CPD); and/or
 - (i) cost per opening (CPO).
- 13.6 **PAYMENT AND INVOICING**
Invoices are payable by cheque or electronic bank transfer within 30 days from the issue date of the invoice. All payments must be made to S4M.
- 13.7 **PAYMENT BY A LEGAL REPRESENTATIVE AUTHORISED TO MAKE PAYMENTS**
- (a) In the event that the Legal Representative is formally authorised to make payments as per the confirmation of its legal representation, a certified copy of the original confirmation must be sent to S4M by such Legal Representative.
 - (b) The use of a paying Legal Representative shall not amend the payment terms stipulated in clause 13.6. Such representative cannot cite the absence of payment by the Advertiser it represents as grounds for delaying payment to S4M.
 - (c) The Advertiser remains in all cases liable for payment of Purchase Orders and any other payments hereunder and shall remain liable for payment in the absence of payment by the Legal Representative it has designated. Payment or advance payment made to the Legal Representative by the Advertiser does not constitute payment hereunder and does not release the Advertiser with regard to its obligations to pay S4M.
 - (d) For the avoidance of doubt, in the event that the Legal Representative has paid S4M on Advertiser's behalf, the Legal Representative may not recall such payment should the Advertiser fail to pay the Legal Representative in turn.
- 13.8 In the event of non-compliance with the terms and conditions of payment of invoices issued by S4M, without prejudice to any other rights or remedies available to S4M, S4M reserves the right to terminate the applicable Purchase Order and/or any other Purchaser Orders in place with the Advertiser without prior notification or compensation from S4M to the Advertiser or its Legal Representative.

14 OVERDUE PAYMENT

- 14.1 Failure to pay at the due date shall result in the immediate demand for payment of all issued invoices, including those not yet due as well as the amounts payable for orders fulfilled during invoicing and orders pending release. Fulfilment of current orders may be suspended and/or terminated.
- 14.2 Similarly, any default on payment at the due date shall result in forfeiture of conditions for payments which S4M may have granted the Client.
- 14.3 If Client fails to make any payment due to S4M under this agreement by the due date for payment, then, without prejudice to S4M's rights and remedies, Client shall pay interest on the overdue amount at the rate of 6% per annum above Barclay's bank base rate from time to time (subject always to a minimum of 6.5% per annum). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Client shall pay the interest together with the overdue amount. Notwithstanding the forgoing, S4M specifically reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

15 INDEMNITY

The Client and its Legal Representative shall indemnify S4M and keep S4M indemnified on demand from and against all losses, costs, liabilities, damages, expenses (including legal expenses), claims and proceedings incurred and/or suffered by S4M arising out of or in connection with:

- (a) any breach of this Agreement by the Client or its Legal Representative; and/or

- (b) any negligent act or omission by the Client or its Legal Representative, or any of their employee's officers, agents and/or sub-contractors in connection with this Agreement.

16 EXCLUSIVITY

S4M does not through this Agreement or otherwise, grant the Client any exclusivity in any form whatsoever. Consequently, S4M does not guarantee that advertisers competing with the Advertiser are or may not be present on one or more pages or sections in the same Digital Medium taken out by the Client.

17 NON-WAIVER

The fact that one or other of the Parties does not exercise any one of its rights under the terms of this Agreement shall not be deemed a waiver by it to exercise said rights which can be established only by a formal declaration of such by the Party concerned.

18 COMMERCIAL REFERENCE

The Client formally grants S4M the right to refer to Client as a client and to ask Client for a commercial reference for other clients, and vice versa.

19 NOTICES

19.1 Unless otherwise set out in these GTCS, any notice required to be given under this Agreement shall be in writing and shall be validly served if sent to the other at the address specified in the Purchase Order:

- (a) by hand; or
- (b) by registered first class post or recorded delivery,

in each case, at the address specified in the Purchase Order.

19.2 Notices sent by hand shall be deemed to be served on the day when they are actually received. Notices sent by registered first class post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting, or if earlier, and where a notice is evidenced by an electronic acknowledgement of receipt, on the day of receipt as set out on such acknowledgement.

19.3 The parties acknowledge and agree that unless expressly stated in this Agreement, notice given by e-mail shall not constitute valid notice. Furthermore, where a party is required to obtain an acknowledgement of receipt in relation to a notice, the party receiving such notice shall not be obliged to accept such notice where the acknowledgement cannot be produced.

20 PARTIAL INVALIDITY

20.1 Should one or more of the provisions stipulated in these GTCS be rendered invalided or be considered or declared such as per a law, regulation or following a definitive ruling by a recognised court, said provision or provisions shall be deemed unwritten without rendering null and void these GTCS or altering the validity of the other stipulations.

20.2 Where applicable, S4M shall undertake the modification of the provisions concerned in order to make them legally valid.

21 ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with within it and supersedes any previous agreement between the parties relating to such matter.

21.2 Each of the Parties represents and undertakes that in entering this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

22 DISPUTE RESOLUTION

22.1 In the event of any dispute arising out of this Agreement, S4M and the Client will attempt to settle it by negotiation. To this end, they shall use their respective reasonable endeavours to consult or negotiate with each other, in good faith and, recognising their mutual interests attempt to reach a just and equitable settlement satisfactory to the relevant parties. In the event that a dispute is not settled by negotiation within a period of four (4) weeks from the date of notification of the dispute (unless the parties agree upon a longer time period), then any party may have recourse to court proceedings on the instigation of any party.

22.2 Nothing in the preceding paragraph shall prevent any party from applying to the English Court for any interim or provisional relief that may be necessary to protect the rights or property of that party, pending settlement of the dispute.

23 GOVERNING LAW AND JURISDICTION

- 23.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 23.2 The parties hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of all disputes arising out of or in connection with this Agreement.
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**ATTACHMENT
PURCHASE ORDER TEMPLATE**

<p>Advertiser</p> <p>Address</p> <p>VAT Number</p>	<p>Document vente entête. Dépôt de livraison</p> <p>Cient/Lieux de livraison. Adresse</p> <p>Cient/Lieux de Client/Lieux de livraison. Ville</p> <p>Cient/Lieux de livraison. Région</p> <p>Cient/Lieux de livraison. Adresse</p>	<p>Document vente entête. Botâtement vente entête.</p> <p>Document</p> <p>Document ven</p> <p>Date</p> <p>Document ven</p>	<p>Purchase Order</p> <p>Cient. Intitulé</p> <p>Cient. Nom et prénom contact</p> <p>Cient. Adresse</p> <p>Cient. Code postal et ville</p> <p>Cient. N° identifiant</p> <p>Cient. Adresse eMail contact</p>
<p>Collaborateur. Raison sociale</p> <p>Dossier entreprise. Activité</p> <p>Dossier entreprise. Adresse</p> <p>Dossier entre Dossier</p> <p>Company N°: Dossier entreprise N° de SIRET</p> <p>VAT Number: Dossier entreprise N° identifiant</p>	<p>Contact</p> <p>Collaborateur. E-mail</p> <p>Collaborateur. Portable</p> <p>Campaign number</p> <p>Document vente entête. Affaire</p> <p>Campaign name</p> <p>Flight dates</p>	<p>Quote number</p> <p>Date</p> <p>Document ven</p> <p>Document ven</p>	<p>Collaborateur. Nom et prénom</p> <p>Campaign number</p> <p>Campaign name</p> <p>Flight dates</p>
<p>Details</p> <p>Document ligne. Valeur information libre(4)</p>	<p>Country</p> <p>Document ligne. Valeur information libre(3)</p>	<p>Target Audience</p> <p>Document ligne. Valeur information libre(8)</p>	<p>Devices</p> <p>Document ligne. Valeur information libre(6)</p>
<p>OS</p> <p>Document ligne. Valeur information libre(2)</p>	<p>POI</p> <p>Document ligne. Valeur information libre(7)</p>	<p>Buying model</p> <p>Document ligne. Valeur information libre(3)</p>	<p>Rate</p> <p>Document ligne. Prix unitaire</p>
<p>Creative format</p> <p>Document ligne. Valeur information libre(5)</p>	<p>Quantity</p> <p>Document ligne. Quantité</p>	<p>Gross Budget</p> <p>Document ligne. Montant HT</p>	<p>Gross Budget (excl. tax)</p> <p>Pied de docum</p>

Acceptance of the quote

Agreed and signed as well as the company stamp.

By accepting this Purchase Order, the client is fully aware and agrees to the General Terms and Conditions of Sale listed on the web www.s4m.it/terms-and-conditions/; in particular reference to a jurisdiction clause.

This quote is valid for a period of 15 business days, by which time the client needs to accept this order.

A penalty of 0.50 % for each delayed month is applicable in cases of late invoice payments.

ADDENDUM 2
DATA PROCESSING CLAUSE

- 1.1 References in clause to “controller”, “processor”, “processing”, “data protection officer” and “personal data” shall have the same meaning as defined in Data Protection Legislation.
- 1.2 For the purpose of this clause:
- “**Data Protection Legislation**” means French Act No. 78-17 of 6 January 1978 amended by Act No. 2004801 of 6 August 2004, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of data entering into force on May 25, 2018. More generally, means any domestic Data Protection Legislation that would apply to the Client.
- “**Regulator**” means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.
- “**Security Breach**” means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under to this Agreement or breach of S4M’s security obligations under this Agreement (including clause [1.5](d)).
- 1.3 The parties acknowledge and agree that in order to provide the Services, S4M, as a service provider, may process personal data. Schedule 1 sets out the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject.
- 1.4 The parties agree that in respect of any personal data processed in connection with this Agreement that the Client shall be the “controller” (as defined in Data Protection Legislation) and S4M or Sub processor shall be the “processor” (as defined in Data Protection Legislation).
- 1.5 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. S4M shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:
- (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with Client’s lawful written instructions set forth in the Data Processing Schedule from time to time. If S4M is unsure as to the parameters of the instructions issued by Client and/or believes that Client’s instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, S4M may notify the Client for clarification and provide reasonable details in support of any assertion that Client’s instructions may not be lawful
 - (b) ensure the reliability of all its personnel who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;
 - (c) take such measures as may be required in line with Article 32 of the GDPR (Security);
 - (d) subject to agreement on costs, assist the Client by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;
 - (e) subject to agreement on costs, provide the Client with reasonable co-operation and assistance in relation to Client’s obligations and rights under Data Protection Legislation, taking into account the nature of the processing and the information available to the processor, including providing the Client and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate security breaches carry out privacy impact assessments or otherwise to demonstrate compliance by the parties with Data Protection Legislation;

- (f) subject to agreement on costs, without undue delay notify the Client, and provide such co-operation, assistance and information as the Client may reasonably require if S4M:
- (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's compliance with Data Protection Legislation; and/or
 - (ii) becomes aware of any Security Breach;
- (g) keep at its normal place of business a written record of any processing of the data carried out in the course of the Services ("Records");
- (h) provide Client, its third-party representatives (who are not competitors of S4M neither S4M's parent company's competitors) or a Regulator, a copy of the S4M's most recent audit results to demonstrate the S4M's compliance with its obligations under this clause;
- (i) may engage a sub processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "Sub processor"), provided that it:
- (i) to the extent possible, notifies the Client of any new or replacement Sub processors. If Client objects to the appointment of a new or replacement Sub processor, it shall notify S4M within five business days. The Client shall be deemed to have accepted the Sub processor if S4M does not receive an objection with five Business Days. If the objection cannot be resolved by the parties within five Business Days of receipt by the Companies of the written objection, S4M shall not be in breach of this Agreement to the extent it cannot provide its services or otherwise comply with its obligations as a result;
 - (ii) enters into a written contract with the Sub processor that:
 - provides protections or guarantees that Sub processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
 - remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of S4M (except to the extent caused or exacerbated by the Client).
- As at the date of this Agreement, S4M uses the Sub-processors set out in Schedule 3 for the activities set out in Schedule 2 in connection with the provision of the Services;
- (j) at Client's cost return or destroy (as directed in writing by the Client) all personal data it has in its possession and delete existing copies unless applicable law requires storage of the personal data.
- (k) only transfer the personal data to a territory outside of the European Economic Area with Customer's prior written consent and where that territory does not have a finding of adequacy by the European Commission, it shall ensure, unless another lawful mechanism is agreed in writing by the parties, that prior to such transfer it executes or procures that the relevant third party executes the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC ("Model Clauses") and it shall ensure that it complies and procures that the relevant third party complies with its relevant obligations under the Model Clauses or such other lawful mechanism as may be agreed by the parties. The parties agree that if the Model Clauses or other transfer mechanism agreed by the parties cease to exist or are no longer considered to be lawful method of transferring personal data outside of the European Economic Area, Service Provider shall cease or procure that the relevant third party cease the processing of such data until such time as Service Provider has in accordance with Customer's instructions entered into an alternative mechanism to enable the personal data to be transferred outside of the European Economic Area in a compliant manner;
- (l) to the extent that S4M is required to transfer personal data pursuant to this Agreement to a territory outside of the European Economic Area ("EEA") that does not have a finding of

adequacy by the European Commission, the parties shall execute or procure the execution of the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC ("Model Clauses") unless the parties agree another more appropriate lawful data transfer mechanism exists. The parties agree that if the Model Clauses (or agreed alternative mechanisms) cease to exist or are no longer considered by both parties to be a lawful method of transferring personal data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and S4M may cease or procure that the relevant third party cease the processing of personal data until such time as the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner.

- 1.6 The Client agrees and undertakes to comply with its obligations under applicable Data Protection Legislation in respect of the processing of personal data under or in connection with this Agreement and shall in particular ensure that, as a condition of this Agreement, S4M is lawfully permitted to process personal data on its behalf. The Client shall indemnify S4M on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by S4M arising out of Client's breach of this clause 1.5 ("Claims"). Each party acknowledges that Claims include any claim or action brought by a data subject arising from the Client's breach of its obligations in this clause.




Schedule 1
Data Processing Services

Information related to the data processing:

- subject matter: Processing carried out in connection with the provision of the Services (as defined in the General Terms & Conditions thereto).
- Duration: 13 months from ad campaign launch
- Nature and purpose: Providing to Controller the services ordered in Purchase Order and Data Processing Schedule, and any related technical support to the Controller in accordance with these General Terms and Conditions thereto.
- Type of personal data: Mobile advertising ID (Apple / Android), Geo-location
- Categories of data: Personnel to the Client, its own clients and prospects (i.e end user):
- Permitted Sub-processors and location of processing: FUSIO DSP platform (part of S4M Group, like S4M) is hosted by AWS (Amazon Web Services) based in United States, under the transfer mechanism EU-US Privacy Shield.

Schedule 2 Data Processing Schedule Model

	DATA PROCESSING SCHEDULE This schedule aim to determine purpose and means of data processing between the parties
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DATA PROCESSING SERVICES	
Client Identification (name + ID) Acts as Controller	Cliquez ou appuyez ici pour entrer du texte.  Insert Client's company legal name + ID number (SIREN)
Processor (name + ID)	Yanco by S4M
Subject matter	Behavioral Advertising Insert Campaign PO number indicated on the Purchase order
Purchase Order Number	Cliquez ou appuyez ici pour entrer du texte. 
Retention	<input type="checkbox"/> 13 months from ad campaign launch
Nature and purpose	Providing to Controller the services ordered in Purchase Order and any related technical support to the Controller in accordance with the General Terms and Conditions.
Categories of data (please click if relevant to the Service)	<input type="checkbox"/> Mobile Advertising ID (Apple-IDFA / Android-GAID) <input type="checkbox"/> Geo location Tick the relevant box
Data provided from Controller	<input type="checkbox"/> YES <input type="checkbox"/> NO 
3rd Party data to process	<input type="checkbox"/> YES <input type="checkbox"/> NO

Acceptance. By signing the Data Processing Schedule, the Parties agree that it shall take effect as an agreed written instruction to the General Terms Conditions and especially, to Data Processing Clause's Addendum.

Effective date
Client:
Name:
Title:
Signature:
Stamp: