

TERMS AND CONDITIONS

IT IS IMPORTANT TO READ CAREFULLY AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE OF OUR SERVICES BY ACCEPTING THESE INSTRUCTIONS, YOU AGREE TO FOLLOW THE TERMS AND CONDITIONS LISTED BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND YOU DO NOT WANT TO RESPECT THEM, YOU SHALL NOT ACCEPT THESE TERMS AND CONDITIONS AND MUST NOT ACCESS AND USE THE SERVICES PROPOSED BY THE COMPANY

Last updated: 08/04/2020

1) INTRODUCTION

a. Object

THE SOURCE Ltd is a French Company Number 825 139 660 C R.C.S. Bobigny ("THE SOURCE x CREATIVE LIFT" or the "Company"). The website located at <http://www.creativelift.ai> (the "Platform") is a copyrighted work belonging to THE SOURCE.

Certain features of the Services or the Platform may be subject to additional guidelines, terms, or rules, which will be posted on the Platform in connection with such features.

These terms and conditions set forth the legally binding terms for your use of the Platform and/or the Services. By contracting with THE SOURCE, you are accepting these Terms and Conditions and you represent and warrant that you have the right, authority, and capacity to enter into these.

The User declares and acknowledges having read the Terms and Conditions in their entirety. These Terms and conditions take effect as from their publication on the Platform and remain in force until their modification, partially or totally, by THE SOURCE.

These Terms and Conditions are updated on a regular basis and are therefore subject to change. Taking into account, in particular, the possible extensions and improvements to the operation of the Platform or to the Services provided, THE SOURCE X CREATIVE LIFT reserves the right to adapt or modify at any time the scope of the services offered through the Platform or directly to its Clients. THE SOURCE X CREATIVE LIFT reserves the right to unilaterally modify the Terms and Conditions at any time without notice.

The new features will be posted on the Platform and on Order Forms in order to be brought to the attention of the Users. It is therefore up to the User to consult and accept the Terms and Conditions at the time of using the Services, in particular to ensure the provisions in force. Each use of the Services offered on the Platform by the Users constitutes acceptance of the latest version of the Terms of Use published on the Platform.

These Terms and Conditions and any related Order Form signed by both parties constitute the legal basis of the contractual relations between THE SOURCE X CREATIVE LIFT and its Clients. Any order placed by a Client implies the full acceptance of these Terms and Conditions and the specific terms and conditions included in any related Order Form, which will prevail over any other document that has not been expressly approved by THE SOURCE X CREATIVE LIFT. Any inconsistency in any documents relating to the duration of access to the Services shall be resolved by giving precedence in the following order: (i) the provisions and

text appearing on the applicable Order Form insofar as they refer to the specific Order; (ii) the General Terms and Conditions of this Agreement ; (iii) other documents, exhibits and attachments which accompany such Order.

Insofar as THE SOURCE X CREATIVE LIFT Services are intended to meet the needs of Clients for the exercise of their professional activities, articles of the French Consumer Code protecting ordinary consumers are expressly excluded by the Parties from their relations within the limits allowed by the law.

b. Definitions

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

“CREATIVE LIFT account “ means the personal account created by THE SOURCE X CREATIVE LIFT to give access to the Services for a Client.

“Advertising Account or Ad Account “ means any advertising account available on a social network online advertising portal such as Facebook, Snapchat Instagram, Pinterest, Tiktok, Youtube that is owned by Client.

“Clients” means the companies ordering services from THE SOURCE X CREATIVE LIFT.

“Creative assets” means any video or image used by a Client to communicate.

“Creative driver” means a component of the Creative Asset that will have a positive (or negative) impact on its media performance.

“Effective Date” means the date identified in an Order Form as the date on which such Order Form will be effective.

“IPR” means all intellectual property rights as provided for in the Intellectual Property Code and national or international conventions, including copyright, neighboring rights of performers and phonographic and video producers Graphics, trademark law, patents, trade names (including Internet domain names and e-mail address names), copyrights, moral rights, rights in all models, rights in any databases, knowledge - whether registered or unregistered or which may or may not be registered and subsisting in any part of the world.

“Personal Account” means the personal space of the User on the Platform. This space is accessible only by entering the Login IDs, and allows to access to the Services provided by THE SOURCE X CREATIVE LIFT. It also allows the User to consult and modify his / her own personal data.

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

“Order Form” means the form evidencing the order placed by the Client for the Service(s) provided by THE SOURCE X CREATIVE LIFT. Among other things, this ordering document signed by THE SOURCE X CREATIVE LIFT and the Client specifies its applicable Duration of access to services, billing period, Effective Date and the details of volume of services requested by the Client.

"Parties" means the Parties in the Agreement, which are the Client and THE SOURCE X CREATIVE LIFT.

"Non personal data" means all information obtained by the analysis performed by THE SOURCE X CREATIVE LIFT about the media performance of the Client's Creative assets.

"Service (s)" means all the Services offered by THE SOURCE X CREATIVE LIFT

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

Third-Party Services are services that are not provided by THE SOURCE X CREATIVE LIFT that you may access or use in connection with our Services. They include the **"Social Networks"**, which are the social networking sites supported by our Services (such as Twitter, Facebook, Snapchat, Instagram, etc.), as well as the extensions and applications available in the THE SOURCE X CREATIVE LIFT Platform.

"Platform" means the platform accessible on the Internet at <http://www.creativelift.ai>, which is the exclusive property of the Company.

"User" means any user of the Platform or Service, part of a team of a Client.

c. THE SOURCE X CREATIVE LIFT

THE SOURCE manages a platform helping Clients to get inspired by both Creators and Benchmark Content. THE SOURCE has thus carried out a worldwide research to identify and put forward the most original and talented Creators and allow the presentation of their Content by precise and effective criteria for the Clients. THE SOURCE also provides a service to connect with creators to enable the creation of content on behalf of the clients.

With this expertise, THE SOURCE is now able to offer an innovative service, THE SOURCE X CREATIVE LIFT, that provides Users with an analysis of their Creative assets based on Artificial Intelligence and on an algorithm designed taking into consideration THE SOURCE creative best practices.

This Artificial Intelligence tool is an innovative product developed by THE SOURCE in order to offer its Clients the ability to analyze their Creative Assets and the possibility to make recommendations on how to optimize this content in order to achieve better performance.

THE SOURCE X CREATIVE LIFT offers three types of services that can be used jointly or individually according to the contract concluded with the Client :

- A module ANALYSE for analyzing creative assets and advertising account that the users will have attached to their CREATIVE LIFT Account;
- A module CREATIVE DRIVERS for analyzing the brand's creative drivers linked to the advertising account(s) that users will have attached to their CREATIVE LIFT account

- A module REVIEW for on-demand analysis of creative assets (only creative assets dragged & dropped by the user in the tool are analyzed, without media data)

This artificial intelligence tool is capable of analyzing any visual media content according to several categories and to review the media performances obtained in order to recommend actions to be implemented to increase them.

2) CONTRACTING

a. Ordering

Any service provided by THE SOURCE X CREATIVE LIFT is subject to an Order Form or an agreement, delivered or sent by email or any other means to the Client.

This Order Form or agreement includes the designation and type of Service determined from the specific request expressed by the Client as well as the terms and costs relating thereto.

The Order Form sets the terms and conditions under which the Client accepts the Services performed by THE SOURCE X CREATIVE LIFT.

The Client therefore accepts the Services expressly mentioned in the initial Order Form exclusively from THE SOURCE X CREATIVE LIFT.

It is effective by submitting to THE SOURCE X CREATIVE LIFT the Order Form or agreement duly accepted and signed by the Client. This delivery will only be taken into account by THE SOURCE X CREATIVE LIFT on the condition that it is formalized by sending an electronic version to their point of contact at THE SOURCE X CREATIVE LIFT.

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

Among other things, this ordering document signed by THE SOURCE X CREATIVE LIFT and the Client specifies its duration of access to services, billing period, Effective Date and additional Services or the details of the Services.

In the event of any conflict between the terms of an Order Form and this Agreement, the terms of the Order Form shall prevail.

b. Pricing and terms of payment

The price, conditions and terms of payment are fixed by THE SOURCE X CREATIVE LIFT according to the Services to be provided and determined according to the needs and the request of the Client.

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

The Services will be invoiced according to the estimate established by THE SOURCE X CREATIVE LIFT and validated by the Client, and according to the rates indicated by THE SOURCE X CREATIVE LIFT, which are likely to change at the end of each contractual period.

All invoices are payable within the terms specified in the invoice by THE SOURCE X CREATIVE LIFT after the date thereof unless otherwise agreed in writing.

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

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

Any changes to the Services, the duration of THE SOURCE X CREATIVE LIFT's intervention, and/or its cost, resulting, directly or indirectly, from any decision of the Client, any inaccuracy or omission in the information provided by the Client or any failure in the performance of the Client's obligations, will be at the expense of the Client.

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

c. THE SOURCE X CREATIVE LIFT Account

Once the Order Form is approved by THE SOURCE X CREATIVE LIFT, the Client has to register its account in order to have ~~and provide~~ access to the platform

Upon registration, the Client will receive personal credentials to access the platform .

The User undertakes to inform THE SOURCE X CREATIVE LIFT without delay in case of modification of the information communicated at the time of registration and, if necessary, to carry out these modifications himself/herself in their Personal Account.

The User will be given an ID and a password enabling him/her to access their personal account.

These ID are personal and confidential. They can only be changed at the request of the Client or at the initiative of THE SOURCE X CREATIVE LIFT.

The Client is solely and entirely responsible for the use of the ID users concerning them and undertakes to do everything possible to keep these ID secret and not to disclose it to anyone in any form whatsoever and for any reason whatsoever.

The Client will be responsible for the use of these ID by third parties or actions or declarations made through their personal account, whether fraudulent or not and guarantees THE SOURCE X CREATIVE LIFT against any request in this title.

Furthermore, as THE SOURCE X CREATIVE LIFT does not have the obligation and does not have the technical means to ascertain the identity of the persons registering on the Platform, it is not responsible in the event of impersonation of the Client. If the Client has reason to

believe that a person is using fraudulent identification or their account, he/she must immediately inform THE SOURCE X CREATIVE LIFT.

In the event of loss or theft of any of the Client's ID, the Client is liable for any damaging consequence of such loss or theft, and shall promptly use the procedure for modifying it.

In the event that the Client is aware of another person's access to his Personal Account, the Client will immediately inform the Platform by e-mail to the address CREATIVE LIFT-support@thesource.social, and will confirm by registered letter this information to the following address: THE SOURCE, 9 Avenue Michelet, 93 400 Saint Ouen, France.

Any use of the Platform which is fraudulent, or which contravenes the Terms and Conditions, will justify that the Client is refused, at any moment, the access to the Services or other functionalities of the Platform and that its access to the Services be terminated in accordance with the provisions of article "Termination".

d. Duration

i. Initial Term – Renewal term

This access to the Services will remain in effect until the expiration, termination, or renewal scheduled in the Order Form, whichever is earliest.

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

The Order Form will also set out the possible terms of renewal, tacit or not, of access to the services.

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

ii. Termination

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

In the event of termination by THE SOURCE X CREATIVE LIFT due to a non-payment from

the Client (including potentially any affiliate(s)), the Client will owe immediately and automatically all the invoices issued for the access to Services and this whatever their due date might be, the said invoices becoming automatically and as of right immediately due for payment,

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

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

iii. Suspension

THE SOURCE X CREATIVE LIFT may suspend the Client's use of the Services if:

- (1) it is reasonably needed to prevent unauthorized access to Client Data;
- (2) The Client fails to respond to a claim of alleged infringement within a reasonable time;
- (3) The Client does not pay amounts due under this Terms and Conditions; or
- (4) The Client violates other terms of this Terms and Conditions

If one or more of these conditions occurs, then a suspension will apply to the minimum necessary part of the Services and will be in effect only while the condition or need exists.

THE SOURCE X CREATIVE LIFT will give notice before suspension, except when THE SOURCE X CREATIVE LIFT reasonably believes there is a need to suspend immediately.

THE SOURCE X CREATIVE LIFT will give at least 10 days' notice before suspending for non-payment. If The Client does not fully address the reasons for the suspension within 10 days after the suspension, THE SOURCE X CREATIVE LIFT may terminate the Client's access to Services and delete the Client Data without any retention period. THE SOURCE X CREATIVE LIFT may also terminate the Client's access to Services if the use of the Services is suspended more than twice in any 12-month period.

3) Services provided by THE SOURCE X CREATIVE LIFT

a. Types of Services offered by THE SOURCE X CREATIVE LIFT

The services offered by THE SOURCE X CREATIVE LIFT are divided into 3 distinct modules (Analysis, Review, Creative Drivers). These modules are independent from each other and the Clients have access to them according to the details defined in the Order form.

These modules goals are either individually or jointly:

- To analyze video and images individually according to a selection made exclusively by the Client in order to identify the elements of the Creative Assets with regard to their business expertise in order to identify potential improvements of these Creative Assets,
- To perform video and image analysis on an entire social network Ad account,

- To put into perspective the characteristics identified with the media performance obtained by the Client on the advertising campaigns carried out on the advertising account of this social network,
- To identify relevant information (insights) on the content used with regard to its media performance,
- To present the actions to be taken (Creative Drivers) to improve these media performances,

THE SOURCE X CREATIVE LIFT draws the Client's attention to the fact that the characteristics identified or actions to be taken are the result of its expertise in social media communication and are therefore inherently subjective.

Moreover, the modules ANALYSIS and CREATIVE DRIVERS are only possible by giving THE SOURCE X CREATIVE LIFT broad access to the data resulting from these campaigns.

For clarity, please note that THE SOURCE X CREATIVE LIFT is a separate service from any social network and is not Facebook, Facebook Business or Facebook Ads Manager or any other social network as THE SOURCE X CREATIVE LIFT is a separate entity from Facebook or any other social network.

THE SOURCE X CREATIVE LIFT will endeavour to help the Client obtain the Client's online advertising goals by providing the Client with advice, information and technical services in relation to social network advertising/marketing.

THE SOURCE X CREATIVE LIFT cannot be held responsible for commercial outcomes which are associated with the Internet and social network marketing or management of the Client's Ads account for the Client's business and/or websites.

THE SOURCE X CREATIVE LIFT is not insuring or underwriting the Client's chosen business model. The Client acknowledges that services are inherently subject to technical failures and disruptions from time to time.

b. Access to the Services

i. Logging to an CREATIVE LIFT Account

In order to access the services offered by THE SOURCE X CREATIVE LIFT, the User must first connect to the CREATIVE LIFT Client account on the platform by entering his/her ID and password.

According to the Module(s) requested by the Client, there is two ways to access to the Services offered by THE SOURCE X CREATIVE LIFT.

ii. Access to Modules ANALYZE and CREATIVE DRIVERS

The Client must have an Ad Account on a social network in order to use these two Services according to the scope of the services requested in the Order Form.

By entering this Agreement with THE SOURCE X CREATIVE LIFT, the Client gives THE SOURCE X CREATIVE LIFT permission to access the Client's Ad account for the purposes of analyze and optimization and reports of Creative Drivers of the Client's online Creative Assets according to the scope of the services requested in the Order Form

This access to the Ad account will be given by the Client after logging to its own THE SOURCE X CREATIVE LIFT account via a social network token. This token will be granted according to the period defined by the social network.

Once the token expires, Client will be asked to renew its agreement in order to use THE SOURCE X CREATIVE LIFT services.

To date, the only social network available is Facebook. THE SOURCE X CREATIVE LIFT will inform its Clients as soon as other social networks are available on the Platform.

iii. Access to Module Review

The Client can also use the features offered by THE SOURCE X CREATIVE LIFT by simply logging into his account and uploading the videos or images to analyze individually according to the scope of the services requested in the Order Form

The Client expressly acknowledges that in this case only part of the analysis can be done since THE SOURCE X CREATIVE LIFT will not have access to media performance data provided by social networks.

c. Services' Options

THE SOURCE X CREATIVE LIFT offers a wide range of features for analyzing the quality of Clients' Creative Assets as well as their media performance.

Thus, THE SOURCE X CREATIVE LIFT offers an analysis of a series of key performance indicators (KPIs) according to data provided by the social network.

THE SOURCE X CREATIVE LIFT also provides an assessment of Creative Drivers. THE SOURCE X CREATIVE LIFT elaborates these Creative Drivers solely through its unique experience of advertising on social media. These criteria are therefore completely discretionary

The Client also has the option to perform directly its own analysis of the results media performance by inserting tags on each Creative Asset.

Furthermore, the Client can also import the results of the analyses carried out by of a CSV export at any time.

The Client expressly acknowledges that THE SOURCE X CREATIVE LIFT cannot contractually commit to a deadline for Creative Asset's analysis since this depends on the volume of content to be analyzed. The Client will be informed by mail of the finalization of the analysis selected by the Client.

4) Data use

a. Non personal data

THE SOURCE X CREATIVE LIFT has developed an artificial intelligence tool based on the analysis, storage and aggregation of non-personal data in videos or images.

In a goal performance, it is essential to develop this tool and to use the data provided by the Clients.

These data consist of, but are not limited to, the following categories:

- Creative assets (file and features included such as size, format, ratio (4:5, 2:3, 9: 16), duration, compliance with safety zones, use of space, presence or not of a logo, product information (presence of a packshot such as zoom or close-up, collection, information on price and promotion, promotional season, presence of a text and its characteristics (text density, text readability, etc), presence of a Call to Action (text CTA, visual CTA), Rhythm& Dynamism of the video or image, Visual appeal (people & emotions, main objects/topics, visual attractions etc)
- Media data (performance metrics, expenses incurred and budgets allocated to advertising campaigns).

Once identified, these characteristics are then analyzed according to their media performance in the following categories without this list being exhaustive: number of views, view rate, clicks, click through rate, impressions in order to determine creative drivers

These data once extracted at the end of the analysis performed by the tool constitute non-personal data that may be aggregated and reused by THE SOURCE X CREATIVE LIFT for industry and market analysis, demographic profiling, improving the services offered by THE SOURCE X CREATIVE LIFT, for promotional and advertising purposes, and for other business purposes, which the Client expressly acknowledges and accepts.

These data collected and stored by THE SOURCE X CREATIVE LIFT will only concern the Creative assets analyzed and financial data of the advertising campaigns analyzed. These data once reprocessed and analyzed by the artificial intelligence developed by THE SOURCE X CREATIVE LIFT will never allow to identify a Client or a specific campaign.

THE SOURCE X CREATIVE LIFT is particularly careful to respect the confidentiality of its Clients' projects and business and is committed to the strictest respect in this matter.

By logging into our platform, the Client therefore grants THE SOURCE X CREATIVE LIFT a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the non-personal data for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the non-personal data into any THE SOURCE X CREATIVE LIFT product or service, and to display, market, sublicense and distribute the non-personal data as incorporated or embedded in any product or service distributed or offered by THE SOURCE X CREATIVE LIFT without compensation to the Client. The Client warrants that: (a) the Client has the right and authority to grant this license; (b) Client's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and (c) all so-called moral rights in the non-personal have been waived to the full extent allowed by law.

b. Personal data

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

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

The data provided by the Clients will be integrated into a database accessible to THE SOURCE X CREATIVE LIFT so that it can take any useful measure within the framework of the management of these processes and the operation of the Platform.

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

The persons concerned, who can prove their identity, may require that personal data concerning them, which are inaccurate, incomplete, equivocal, outdated, or whose collection, processing, updating, blocking or deletion, Use, communication or storage is prohibited.

These rights may be exercised by e-mail to the following address - dpo@thesource.social - or by post to the THE SOURCE head office referred to in the first paragraph of these general conditions of use.

THE SOURCE X CREATIVE LIFT does not intend to sell the embedded data in its database nor transfer it directly or indirectly.

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

- Not process personal data for any purpose other than for the provision of the THE SOURCE X CREATIVE LIFT Service and only to the extent reasonably necessary for the performance of the THE SOURCE X CREATIVE LIFT' obligations under this Agreement;
 - Implement all necessary or appropriate technical and organisational measures to protect the security and confidentiality of personal data processed by it and to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing;
- Ensure that only duly authorised THE SOURCE X CREATIVE LIFT' Personnel are permitted access to such personal data and who have a need to know such personal data for the purposes of supplying the THE SOURCE X CREATIVE LIFT Service under this Agreement;
- Not disclose or transfer personal data to any unauthorized employee, director, agent, contractor (including Subcontractor) affiliate or other third party except where strictly necessary for the provision of the THE SOURCE X CREATIVE LIFT Service or to comply with applicable laws;
- Not cause or permit personal data to be transferred outside the European Economic Area without Client's prior consent.
- Not intend to sell the embedded data in its database nor transfer it directly or indirectly.
- As soon as reasonably practicable in the circumstances and in any event within 2 (two) working days of becoming aware, THE SOURCE X CREATIVE LIFT promptly notifies the Client in writing of any actual or suspected unauthorised access or processing of

- personal data; and
- Comply with all relevant provisions of Data Protection Laws (and in particular of G.D.R.P) applicable to THE SOURCE X CREATIVE LIFT in its role as data controller.

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

5) Security Standards

THE SOURCE X CREATIVE LIFT will use commercially reasonable efforts to maintain the following "Security Standards":

THE SOURCE X CREATIVE LIFT will implement and maintain security practices as described :

- THE SOURCE X CREATIVE LIFT maintains organizational and technical measures to protect information you provide to us from loss, misuse, and unauthorized access or disclosure. These measures take into account the sensitivity of the information THE SOURCE X CREATIVE LIFT collects, processes and stores; the current state of technology; the costs of implementation; and the nature, scope, context, and purposes of the data processing THE SOURCE X CREATIVE LIFT engages in.
- THE SOURCE X CREATIVE LIFT maintains appropriate controls to restrict its employees' access to the Client Content that you and your Authorized Users make available via the THE SOURCE X CREATIVE LIFT Services, and to prevent access to Client Content by anyone who should not have access to it.
- All of THE SOURCE X CREATIVE LIFT's employees are bound by THE SOURCE X CREATIVE LIFT policies regarding the confidential treatment of Client Content.
- THE SOURCE X CREATIVE LIFT employees receive security training during onboarding and on an ongoing basis. Employees are required to read and sign information security policies covering the confidentiality, integrity, availability and resilience of the systems and services THE SOURCE X CREATIVE LIFT uses in the delivery the THE SOURCE X CREATIVE LIFT Services.
- All systems used in the provision of the THE SOURCE X CREATIVE LIFT Services, including firewalls, routers, network switches, and operating systems, log information to secure log servers in order to enable security reviews and analysis.
- In addition to system monitoring and logging, THE SOURCE X CREATIVE LIFT has implemented firewalls that are configured according to industry best practices, and ports not utilized for delivery of the THE SOURCE X CREATIVE LIFT Services are blocked by configuration with our data center provider.
- THE SOURCE X CREATIVE LIFT maintains an extensive, centralized logging environment in its production environment which contains information pertaining to security, monitoring, availability, access, and other metrics about the THE SOURCE X CREATIVE LIFT Services. These logs are analyzed for security events via automated monitoring software, overseen by THE SOURCE X CREATIVE LIFT's security team.
- THE SOURCE X CREATIVE LIFT monitors the THE SOURCE X CREATIVE LIFT Services for unauthorized intrusions using network-based and host-based intrusion detection mechanisms. THE SOURCE X CREATIVE LIFT analyzes data collected by users' web browsers (e.g., device type, screen resolution, time zone, operating system version, browser type and version, system fonts, installed browser plug-ins, enabled MIME types, etc.) for security purposes, including to detect compromised browsers, to prevent fraudulent authentications, and to ensure that the THE SOURCE X CREATIVE LIFT Services function properly.

- THE SOURCE X CREATIVE LIFT currently uses Google Cloud for its production data centers to provide the THE SOURCE X CREATIVE LIFT Services. Google Cloud has been selected for its high standards of both physical and technological security, and has internationally recognised certifications and accreditations, demonstrating compliance with rigorous international standards, such as ISO 27017 for cloud security, ISO 27018 for cloud privacy, SOC 1, SOC 2 and SOC 3, PCI DSS Level 1, and others. For more information about Google Cloud certification and compliance, please visit the page <https://cloud.google.com/security/compliance/offerings?hl=fr>
- THE SOURCE X CREATIVE LIFT maintains security incident management policies and procedures.
- THE SOURCE X CREATIVE LIFT has and will maintain a disaster recovery and business continuity plan.
- THE SOURCE X CREATIVE LIFT will notify you within 72 hours of becoming aware of any unauthorized access to your THE SOURCE X CREATIVE LIFT account (a “Breach”), will promptly take all necessary steps to mitigate the Breach, and will provide you with reasonable cooperation in investigating the Breach (including, on request and to the extent reasonable, providing you with copies of relevant records, logs, or other materials).

6) CLIENT'S OBLIGATIONS

a. Legal capacity

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

According to the Services requested in the Order Form, the Client can have several users for the same account.

b. Responsibility/liability

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

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

- Provide its ID to any User not registered on the platform or to a number of Users exceeding its Order Form ;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the THE SOURCE X CREATIVE LIFT Platform;
- modify, translate, or create derivative works based on any element of the THE SOURCE X CREATIVE LIFT Platform or any related documentation;
- rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the THE SOURCE X CREATIVE LIFT Platform;
- publish or disclose to third parties any evaluation of THE SOURCE X CREATIVE LIFT Platform without THE SOURCE X CREATIVE LIFT's prior written consent ;
- use the THE SOURCE X CREATIVE LIFT Platform for any purpose other than its intended purpose ;
- use the Service in any way that harms THE SOURCE X CREATIVE LIFT or its Affiliates, resellers, distributors and/or vendors, or any Client of a THE SOURCE X CREATIVE LIFT party or the Service or other Users of the Service ;
- use any Content featuring on the platform in any way that infringes the intellectual property rights of its owners ;
- engage in, facilitate, or further unlawful conduct ;

- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service;
- use any unauthorized automated process or service to access and/or use the Service ;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service ;
- copy any ideas, features, functions or graphics of the Service.

c. Users rights and limitations

The Client is responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the platform and related Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to the platform hosted at the THE SOURCE X CREATIVE LIFT Platform.

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

7) THE SOURCE X CREATIVE LIFT'S OBLIGATIONS

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

i. Use of the services provided by THE SOURCE X CREATIVE LIFT

1. License Grant and restrictions

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

THE SOURCE X CREATIVE LIFT Services interact with Social Networks and depend on the availability of those Social Networks and the features and functionality they make available to THE SOURCE X CREATIVE LIFT, which THE SOURCE X CREATIVE LIFT does not control and may change without notice. If at any time a Social Network stops making some or all of its features or functionality available to THE SOURCE X CREATIVE LIFT, or available on reasonable terms as determined by THE SOURCE X CREATIVE LIFT in its sole discretion, THE SOURCE X CREATIVE LIFT may stop providing access to those features or functionality and THE SOURCE X CREATIVE LIFT will not be liable to the Client or any third party for any such change.

2. Hosting, support and maintenance of the THE SOURCE X CREATIVE LIFT platform

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

THE SOURCE X CREATIVE LIFT will provide support to Users and corrective and progressive maintenance according to the service agreement as defined in the Order Form.

3. Updates for the THE SOURCE X CREATIVE LIFT platform

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

Service.

8) GENERAL PROVISIONS

a. Intellectual property

THE SOURCE X CREATIVE LIFT possess and retain all exclusive property rights relating to the THE SOURCE X CREATIVE LIFT Service in general and to the THE SOURCE X CREATIVE LIFT Platform which are protected by the laws on intellectual property.

The Agreement does not entail any transfer to the Client of any intellectual property right over the THE SOURCE X CREATIVE LIFT Service in general.

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

b. References

THE SOURCE X CREATIVE LIFT reserves the right to cite the Client's name as an institutional reference, particularly on the Platform, its brochures or institutional documents, which the Client expressly declares to accept.

In this regard, the Client authorizes THE SOURCE X CREATIVE LIFT to reproduce its name and, if it exists, its main logo (including if it is registered as a trademark), for a period of ten years from the last Transaction registered by the User and for the whole world. In no event shall the Company use this name or logo as a trademark.

c. Limitation of Liability

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

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

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

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

THE SOURCE X CREATIVE LIFT undertakes to carry out regular checks to verify the operation and accessibility of the Platform. As such, THE SOURCE X CREATIVE LIFT reserves the right to temporarily interrupt access to the Platform for maintenance purposes. Similarly, THE SOURCE X CREATIVE LIFT cannot be held responsible for any temporary

difficulties or impossibilities of access to the Platform due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications networks.

THE SOURCE X CREATIVE LIFT does not guarantee Users:

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

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

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

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

Furthermore, THE SOURCE X CREATIVE LIFT declines all responsibility :

- For the indirect losses, loss of profit, loss or alteration of data, of Creations Contents, due to the use of the Internet network, Platform functionality, digital files or media transmitted to THE SOURCE X CREATIVE LIFT;
- In case of suspension or breakdown in the accessibility of the Platform, in particular for reasons of maintenance or considering the nature of the Internet and the computer and network infrastructures necessary for the operation of the Services;
- With regard to material damage that may occur to the Client' installations, software and equipment, the latter must take all necessary measures to safeguard and protect them, in particular against any computer virus;
- With regard to the statements that may be made by any third party interacting on the Platform, any discussion forum, any website, any social network or any other space for dialogue;

The company disclaims any liability for any damages which exceed the total amount actually paid by the Client for the services provided by the company within the frame of the agreement subject to the incident. This clause is essential and determinant for THE SOURCE X CREATIVE LIFT.

d. Various Stipulations

i. Convention

The Client and THE SOURCE X CREATIVE LIFT agree that they may proceed to the exchange of the information necessary for the execution of these Terms and Conditions by electronic means. Any electronic communication between the Parties shall be deemed to have the same probative value as a paper copy.

ii. Partial invalidity

Should any of the provisions of these Terms and Conditions be declared void or unenforceable, the remaining provisions shall remain in full force and effect. The null or inapplicable stipulation will then be replaced by a valid stipulation, having a meaning as close as possible.

iii. Absence of tolerance effect

The failure of one of the Parties to avail itself of a breach by the other party of any of the obligations contemplated in these General Terms and Conditions shall not be construed as a waiver of the due execution of the obligation in question.

iv. Applicable law

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

v. Litigation

The Parties undertake, in case of difficulty in the execution of these Terms and Conditions and prior to any legal request, to submit their dispute to an amicable conciliation procedure.

In this regard, the Party wishing to bring the amicable conciliation procedure into operation must notify the other Party by registered letter of its intention to bring the procedure into play, specifying the difficulties of application encountered. Failing agreement between the Parties within fifteen (15) days of the notification referred to above, the Parties shall restore all freedom of action.

The prior conciliation procedure will not be applicable in the event of a claim, claim or action of a third party directed against THE SOURCE X CREATIVE LIFT under a Creative Content, a Content or a Transaction.

In the absence of such a solution, and subject to the provisions of the applicable law, the parties concern to submit their disputes on the exclusive jurisdiction of the Paris courts, notwithstanding multiple defenders or calls for warranty.