

## PARTOO SAS - GENERAL TERMS AND CONDITIONS OF SALE

Partoo.co is an Internet site owned and operated by Partoo SAS, a company with a capital of 26,212 euros, having its registered office at 130 rue du Mont-Cenis, 75018, Paris, France, registered with the Paris Trade and Companies Registry under number 803425404.

It can be accessed at <https://www.partoo.co>.

Partoo offers its customers an interface to manage their visibility online. As part of this offer, Partoo offers solutions enabling its customers (1) to be referenced on Partner sites, (2) to centralise, process and analyse their local reviews and (3) to collect more positive reviews via SMS in order to solicit end customers. In this respect, this document governs the relationship between the partoo.co website and the Partoo company, referred to as "The Supplier" and its users, referred to individually as "The Customer".

Please note that "The Customer" can only subscribe to the 3 solutions offered by Partoo to its customers, briefly described in the contract.

### Scope of application of the General Terms and Conditions

The purpose of the GTC is to describe the use of the Products and Data within the framework of the contractual relationship between the Supplier and the Customer. It also applies to future services ordered by the Customer. This document excludes anything to do with specific conditions of the contract.

The Contract and the General Terms and Conditions are inseparable. The two parties agree in the entirety of the two documents combined. former shall prevail over the latter.

**With this in mind, the following has been agreed:**

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

- 1.1. **Partners:** companies with which the Supplier has established an agreement authorising the Supplier to regularly deliver, in accordance with certain standards, information relating to its customers' points of interest, so that the companies can integrate them on their platform (website, mobile application, GPS). They may also be companies that benefit from solutions that facilitate the updating of content, enabling the Supplier to transmit its customers' information in a simple and effective manner. Finally, they may also be sites where the Supplier is able to retrieve reviews published on points of interest.
- 1.2. **Data:** all information about the Customer collected, entered and transmitted by the Customer to the Supplier.
- 1.3. **Internal Referential:** the Customer's database containing all the reference information relating to their points of interest.

### 2. PURPOSE

The purpose of the General Terms and Conditions is to define the conditions under which the Supplier commits to transmitting the Information and Data sent by the Customer to the Partner sites and/or the conditions under which the Supplier commits to making available to the Customer a solution for monitoring reviews and/or the conditions under which the Supplier commits to making available to the Customer a solution to support the collection of reviews. The General Terms and Conditions are also intended to specify the Rights and Obligations of the Parties in this respect.

Partoo may adapt or modify these GTC at any time. The applicable GTC are those in force on the day the business proposal is submitted to the customer.

### 3. SOLUTIONS

#### 3.1. Presence

##### 3.1.1. Implementation and use

The Supplier commits to accompanying the Customer throughout the contractual period. A Customer Success Manager, an employee of the Supplier, will be responsible for the operational implementation of the solution and will be the Customer's preferred point of contact throughout the duration of the Contract.

The service can be broken down into two distinct stages: operational implementation "onboarding", and the continued use of the solution during the contract period.

##### Onboarding (1st quarter):

- Technical and manual handling of the Customer's points of interest base
- Operational implementation of the service
- Initial transmission of the Points of Interest Database Data to the Supplier's Partners
- Retrieving Business listings and manually processing the Google My Business Database (if Google is included in the Contract)

##### Using the solution:

- Automatic update of the information in the points of interest database at the Supplier's Partners
- Support in strategy and e-visibility optimisation on a daily basis

### 3.1.2. Transmission of Customer information to Partners

The Supplier commits to transmitting the Customer's Data to its Partners. To date, the Supplier's partners are Google (Google My Business & Google Maps), Waze, TomTom, Here, Wemap, Foursquare, Bonial (subject to eligibility), Factual, Facebook local or directories only for France such as 118000, Hoodspot, Justàcoté.

The Supplier's database containing public Data for Internet users (addresses, business hours, websites, etc.) may be made available to Partner applications and companies. For example, if the Supplier sets up a collaboration with new Partners during the contractual period, the Customer's information will be transmitted to this Partner without additional cost, provided that this partnership is negotiated on the basis of a free publication package.

Partner platforms may change their graphic design, display policy and commercial policy regarding the display of content at any time and freely. The Supplier cannot therefore commit to a performance obligation with regard to the transmission of certain content and Data on certain platforms or even with regard to the transmission of Customer Information to a particular Partner. On the other hand, the Supplier commits to making its best efforts to ensure that the Data sent by the Customer is transmitted to the Partner platforms as quickly as possible.

The Customer remains responsible for the information published on the Partners' public forms before, during and after the service provided by the Supplier. They retain the possibility of modifying this information by their own means by following the indications of the Partners. In the event of termination of the Contract, the Supplier commits not to transmit any more information for the Customer and not to degrade/modify the data that will have been transmitted to the Partners within the framework of the Contract.

#### Data that can be transmitted:

The Supplier commits to using its best efforts to ensure that the Partners integrate the maximum possible amount of Data transmitted by the Customer, in particular:

- Name of the company
- Address (street number, postal code, city, country)
- Categories (type of activity)
- Phone number
- Website URL
- Business hours
- Exceptional hours
- Company logo
- Photographs of the company
- Description of the company or point of sale

### 3.1.3. Google Posts

A Google Post is a temporary insert that can be published on a Google My Business page and allows local businesses to highlight some of their news (promotions, events ...). If the client has more than 10 locations, it will be possible to handle Google Posts directly from the Partoo interface, to be automatically synced on Google My Business.

## 3.2. Reviews

### 3.2.1. Retrieving the Customer's reviews from the Partners

The Supplier commits to providing the Customer with a local reviews monitoring solution that centralises reviews relating to their points of interest, published by Internet users on a Partner site, so that the Customer can respond to them more easily. To date, the Provider's Partner sites for the Review Management solution are Google My Business and Facebook.

If the Supplier signs new partnerships during the contractual period, they will be automatically integrated into the solution made available to the Customer, at no extra cost, provided that this partnership is negotiated on the basis of a free package.

Partner platforms may change their notice policy at any time and freely. The Supplier cannot therefore commit to any performance obligation with regard to the recovery of local reviews. On the other hand, the Supplier commits to making its best efforts to centralise all reviews on the Partoo interface as frequently as possible.

### 3.2.2. Product content

The review monitoring product includes in particular:

- Sending a monthly, weekly and/or daily report (depending on each user's choice)
- Centralisation of notifications on the Partoo interface to which the Customer will have access
- User management (national manager, regional manager, store manager) to facilitate the consideration of and response to reviews
- Easier response to reviews from the Supplier's interface
- The definition of reusable and dynamic notification response templates

The programme to monitor the reviews will collect them from the Partner sites at least every 24 hours. Partner platforms may change their notice policy at any time and freely. The Supplier cannot therefore commit to a performance obligation with regard to the recovery of local reviews.

### 3.2.3. Reviews Response Templates

The Review Management Provider Solution includes an "Opinion Response Template" feature also known as "review templates". When writing a reply, users will have access to pre-written templates that they can freely modify before publishing their reply. These models may be configured by the Customer or taken from a list of models directly proposed by the Supplier.

## 3.3. Review booster

### 3.3.1. Sending out invitations to submit notices by SMS

The Supplier commits to making available to the Customer an incentive solution for submitting reviews via SMS invitations sent from the Supplier's interface. To date, the Review Booster solution allows you to send SMS invitations in order to post a review on Google My Business. By default, the use of the Review Booster solution is limited to the sending of 200 SMS per month, per point of interest.

Partner platforms may change their notice filing policy at any time and freely. The Supplier cannot therefore commit to a performance obligation regarding the reviews posted on the Google My Business listings.

## 4. SUPPLIER COMMITMENTS AND LIABILITY

### 4.1. GDPR: application to Supplier's solutions

The Supplier confirms that it complies with the GDPR regulations (General Regulations on Data Protection)

In this respect, the Supplier collects three main types of Data, the storage and processing methods of which comply with the regulations in force:

- Public Data made available on the Partners' platforms (Addresses of the Customer's establishments, Business hours, Reviews of Internet users, etc.)
- 100% anonymised data from Google My Business (number of clicks on a page, number of calls, number of requests for directions to points of sale)
- The emails and phone numbers of the users (employees of the Client) allowing them to connect to the interface.

A user of the Provider's solutions may at any time and simply delete his or her Data by making a request either to a user with administrative rights on his or her account, if he or she is not an administrator, or by sending an e-mail to the following address [support@partoo.fr](mailto:support@partoo.fr).

Each Party remains responsible for the steps, declarations, requests for authorisation provided for by the laws and regulations in force concerning the processing carried out within the framework of the use of the solutions, and in particular those provided for by the (EU) General Regulation on Data Protection 2016/679 of the European Parliament and of the Council of the 27th of April 2016, and the Data Protection Act of the 6th of January 1978, as amended, relating to information technology, files and freedoms.

### 4.2. Performance commitments and availability of the Supplier

The Supplier commits to maintaining the following level of performance:

- Interface/API: 99% availability of the interface and solutions over one year. Below this availability rate, a penalty corresponding to the number of days of unavailability pro rata to the duration of the Contract may be applied to the Supplier.
- Customer Support: the Supplier commits to providing the Customer with online support from the interface (chat), with an annual availability of

99%. The Supplier's Customer Care teams will be connected from Monday to Friday (excluding French public holidays) from 10:00 am to 6:00 pm (CET). In case of unavailability of the teams, the request will be recorded in order to be able to contact the user at a later time. An answer will be given to every user within a maximum of 3 working days.

### 4.3. Supplier liability

Under the terms of the contract, the Supplier shall be liable under the conditions of ordinary law for damage of any kind caused by it or its staff to the Customer, their staff and their equipment. With the exception of damage resulting from fraud on the part of the Supplier, the Supplier's contractual liability shall be limited to the half of the amount invoiced by the Supplier under the contract for the last 12 months of the services rendered.

## 5. CUSTOMER OBLIGATIONS

### 5.1. Administrative authorisation

The Customer commits to respecting, within the framework of the execution of the Contract, the legal, regulatory and ethical rules that may govern the performance of their profession.

### 5.2. Provision of Data

The Customer commits to making the elements and Data described in Article 3.1.2. available to the Supplier via the Supplier's interface. The Customer shall receive all the information necessary to correctly complete this file and to comply with certain standards essential to the Supplier's good work.

The Customer commits to updating their Data so that they correspond to the practical realities of the points of interest in their network. The Customer commits to doing their best to assist the Supplier if the latter needs additional information in order to comply with the obligations set out in Article 3 of this document.

### 5.3. Legality of the Data

The Customer commits to making available to the Supplier only lawful content, free from any infringement of public order, morality or the rights of third parties.

## 6. PRICE

### 6.1. Pricing

On the day the Contract is formed, and in the absence of a revision under the terms of Article 5.2 of this document by the Supplier, the Price shall correspond to the amount indicated in the quotation sent to the Customer and signed by the latter. Each discount is valid only for twelve (12 months).

### 6.2. Price Review

The Price detailed on Partoo website is annual. At the time of renewal of the contractual commitment (annual or multi-year), the annual Price, set in Article 7.1, may be revised upwards. This reassessment will then be established according to the following formula:  $P = P_o + (P_o \times 3 \times (S - S_o) / S_o)$ .

P = revised price excluding taxes

Po = price before tax

in effect before revision

S = value of the SYNTEC index for November n-1, year n being considered as the year in progress at the date of the revision.

So = value of the SYNTEC index for November n-2.

This revaluation will be limited to an increase of 3%. In case of modification of the present contract by adding a subscribed solution, the increase may exceed 3%. In case of suppression of this index for any reason whatsoever, it will be automatically substituted by a replacement index close to and related to the activity of Partoo.

If the duration of the Contract is multi-year, the Annual Price at constant perimeter will remain stable over the entire duration of the commitment.

### 6.3. Evolution of the Price relative to the evolution of the Pool of Points of Interest

Given that the Pool corresponds to all the points of interest concerned by the Contract, the terms and conditions for the evolution of the Price are as follows:

- A growth of the Pool of less than 5% during the contractual period shall not entail any additional cost for the Customer during the current year of service. The growth of the Pool will nevertheless be taken into account when invoicing for the following annual period, it being understood that the price variation will then be calculated as the product of the number of additional points of sale and the price indicated on contract signed by the Client.
- A growth of the Pool of 5% or more during the contract period will result in the creation of a new annual or multi-year Commitment Contract on the additional points of interest, whose commitment end date cannot be earlier than the commitment end date of the main Contract. The value of the Additional Contract will then be calculated as the product of (1) the number of facilities added to the initial pool, (2) the Annual Facility Price per facility as defined in the Master Agreement, and (3) the number of years of commitment.
- The Price per annum/point of interest, negotiated within the framework of the Main Contract is thus guaranteed for any additional point of interest added during the commitment period, provided that it complies with the same management procedures as the initial points of interest (contacts, updating methods, etc.).
- A decrease in the fleet during the contract period shall not result in a decrease in the value of the Contract before the end of the commitment period.

### 6.4. Method of payment

Payment of the Price is to be made in person; the Customer must send the Supplier the payment of the total annual Price at the beginning of the collaboration or by a monthly payment of the value of the contract divided by twelve (1/12).

## 7. REFERENCES

The Supplier is authorised to mention its collaboration with the Customer on any communication medium, in interviews or on the list of its commercial references.

## 8. SUSPENSION OF OBLIGATIONS

In the event of a case of force majeure, the obligations of the Parties shall be suspended. By express agreement, force majeure shall include disruptions of the telecommunications network as well as any unavailability due to causes beyond the Supplier's control. If the case of force majeure persists beyond a period of sixty (60) days, the Contract may be fully terminated by either of the Parties.

## 9. TERMINATION FOR FAILURE OF A PARTY TO PERFORM ITS OBLIGATIONS

In the event of non-compliance by either of the Parties with its obligations under the Contract, the Contract may be terminated at the option of the injured party. It is expressly understood that such termination shall take place ipso jure one (1) month after the sending of a formal notice has remained wholly or partly without response.

Notice of default must be given by registered letter with acknowledgement of receipt.

By way of exception, the Supplier may decide to fully terminate the Contract and without delay in the event of a breach of Article 7.3. The Supplier shall then inform the Customer by registered letter with acknowledgement of receipt.

## 10. TERMINATION OF A CONTRACT WITH TACIT RENEWAL

A contract with tacit renewal may be terminated if a denunciation by one of the parties is sent to the other by registered letter with acknowledgement of receipt at least ninety (90) days before the expiry of the ongoing contractual period or its renewal.

## 11. CONFIDENTIALITY

Each Party commits to maintaining the strict confidentiality of all information concerning the other Party to which it may have access under the Contract, irrespective of the means of communication of such information. Each Party commits in particular to respecting the confidential nature of the methods, processes and expertise of the other Party of which it may become aware in the context of the execution of the general terms and conditions of sale.

Any commercial, financial or technical information that is not in the public domain is considered confidential in nature.

The party issuing the confidential information shall be deemed to be the sole holder of all rights in such confidential information. The Parties commits to using the information, Data and documents referred to herein only for the performance of their respective commitments under the Contract by or upon valid requisition by the competent authorities.

In the event of a breach of this obligation by one of the Parties, the other Party may terminate under the conditions stipulated in Article 10 hereof. Furthermore, given the personal nature of the information or data that they may communicate to each other in the context of the execution of these general terms and conditions of sale, the Parties undertake to ensure that said information or data is communicated in strict compliance with the provisions of the law of the 6th of January 1978 as amended, known as the "Data Protection Act" and more generally with the regulations in force.

## **12. TITLES**

The titles are for convenience only. In case of contradiction between the title and the body of an article, it is understood that the body of the article prevails.

## **13. ASSIGNMENT OF JURISDICTION**

The Parties intend to give exclusive jurisdiction to the Commercial Court of Paris to hear any dispute relating to the validity, interpretation, performance or breach of the Contract.