

**TERMS OF USE OF THE  
PLATFORM "TF1 AdMANAGER"**

## **PREAMBLE**

TF1 PUBLICITE has designed and developed the concept of an online computerised platform named as of the date hereof "TF1 AdManager" (hereinafter the "Platform"), accessible to members of an extranet network, intended to enable authorised users, advertisers or agencies purchasing TV and/or digital and addressable TV advertising on behalf of advertisers, to manage their advertising campaigns on all or some of the TV media (hereinafter the "TV Channels") and/or digital and addressable TV media (hereinafter the "Digital Media") for which advertising sales are entrusted to TF1 PUBLICITE (hereinafter individually or collectively the "Media").

The COMPANY is:

- an Advertiser (defined as any natural or legal person - *companies registered with the Trade and Companies Register, public and semi-public bodies* - wishing to place advertising for its brand, trade name, products or services on a Medium and on whose behalf the Advertising Message is broadcast on a Medium);
- or an Agent (means any natural or legal person, or any person authorised to substitute for him, her or it (sub-agent), acting in the name and on behalf of the Advertiser within the framework of a written agency contract for the purchase of advertising space).

TF1 PUBLICITE and the COMPANY are hereinafter collectively referred to as the "Parties".

Through the Platform, provided free of charge by TF1 PUBLICITE, users have access, for each product and/or advertiser for which they handle the purchase or marketing of advertising space, to a tool that allows them to manage their advertising campaigns on all or some of the Media.

## **ARTICLE 1 – PURPOSE**

These Terms of Use of the TF1 AdManager Platform (hereinafter the "Terms of Use") are intended to define, on the one hand, the terms of use of the Platform by the COMPANY and, on the other hand, the conditions of the authorisation given by TF1 PUBLICITE to the COMPANY to manage the accounts of the Platform's users who are its employees (hereinafter the "Users" or the "User").

## **ARTICLE 2 – PROVISION OF THE PLATFORM**

**2.1-** Under the Terms of Use, TF1 PUBLICITE authorises the COMPANY to access and use the various features of the Platform in order to manage, on all or some of the Media, its own campaigns if the COMPANY is an Advertiser, or the advertising campaigns of advertisers who have mandated it to manage their advertising investments on the Media if the COMPANY is an Agent.

It is specified that the Agent may only access the features allowing the reservation of advertising space on the Media subject to providing a written mandate from the Advertiser to carry out the negotiation and signing of advertising orders.

The Platform may make available to the COMPANY and the Users various features such as, for example, submission of programming Briefs, viewing of a summary of programming Briefs or a summary of advertising campaigns on all or some of the Media, searching and running queries, access to training modules that may be certified, as well as reservation and purchase of advertising space. Certain Platform

features may be specific to a category of Media or to certain offers.

TF1 PUBLICITE reserves the right to update the Platform and its various features at any time. TF1 PUBLICITE will inform the COMPANY of this as soon as possible by any customary means.

**2.2-** Furthermore, the COMPANY undertakes to inform TF1 PUBLICITE in writing and without delay of any change to the mandate given by an Advertiser to the COMPANY, and guarantees TF1 PUBLICITE against any claim made in this respect by an Advertiser or by any third party.

**2.3-** It is understood that the services offered by the Platform do not grant any exclusivity in favour of the COMPANY or the Users.

## **ARTICLE 3 – ADMINISTRATOR ACCOUNT**

### **3.1- Administrator account credentials**

The login and password (hereinafter the "Credentials") for the administrator account are provided to the COMPANY by TF1 PUBLICITE by email.

The administrator account will be subject to regular verification, at least every three months, via a security code sent by email to the COMPANY to be entered on the Platform prior to its use.

The COMPANY shall provide TF1 PUBLICITE in writing with the first name, last name, position and email address of the person authorised by the COMPANY to receive the account Credentials, hereinafter "the Contact".

A change of Contact shall be notified by the COMPANY to TF1 PUBLICITE by email to the following address: [contact\\_support\\_labox@tf1.fr](mailto:contact_support_labox@tf1.fr) and must be confirmed by registered letter with acknowledgement of receipt signed by the COMPANY's legal representative.

### **3.2- Confidentiality of Credentials**

The administrator account Credentials are personal and confidential. They may only be changed at the request of the COMPANY or at the initiative of TF1 PUBLICITE, which will inform the COMPANY and will communicate the new password to it by email sent to the Contact under the conditions referred to in article 4.1 of the Terms of Use.

The COMPANY undertakes to do everything possible to keep the administrator account Credentials confidential and not to disclose them in any form whatsoever, except to the Users it has designated under its responsibility.

## **ARTICLE 4 – MISSION OF THE ADMINISTRATOR**

**4.1-** In its capacity as administrator, conferred by TF1 PUBLICITE on the COMPANY under the Terms of Use, the COMPANY will be responsible for administering and managing Credentials for the Users, the procedures for which are set out below.

**4.2-** The COMPANY may create accounts for the Users; TF1 PUBLICITE will be notified automatically.

As the Platform is made available exclusively for professional use, each duly created User account must be linked to the User's professional email address.

TF1 PUBLICITE reserves the right at any time to limit the number of accounts the COMPANY may create for the Users.

**4.3-** The COMPANY must, in its capacity as administrator, define the scope of each User's access to the Platform, in particular by delineating the information relating to advertisers to which they have access. The COMPANY may also modify that scope according to Users' needs during their use of the Platform.

**4.4-** The COMPANY has the right to suspend or delete a User's account for any reason.

**4.5-** In the event of suspected fraud or a User's failure to comply with the obligations set out in the Specific Terms of Use of the Platform in force, the COMPANY undertakes to inform TF1 PUBLICITE as soon as possible.

**4.6-** It is specified that the COMPANY is fully responsible for the use of the Users' Credentials that it has created, modified and/or deleted, and indemnifies TF1 PUBLICITE against any claim arising therefrom.

## **ARTICLE 5 – TERMS OF ACCESS TO THE PLATFORM**

### **5.1- Technical access**

Access is possible from any computer connected to the Internet. The COMPANY is solely responsible for configuring its computers so that they can connect to the Platform. It must have Internet access, under its sole responsibility.

The COMPANY accesses the Platform using an Internet browser. On the date of Contract signing, and subject to any updates to the Platform and to changes in technical and/or IT standards, the Platform is compatible with Internet Explorer version 11, Firefox version 35 and Chrome version 39.

The Platform is entirely developed and maintained by TF1 PUBLICITE.

### **5.2- User identification procedures**

Identification of the User(s) authorised by the COMPANY is carried out by a login procedure and a password associated with the administrator account.

For security and confidentiality reasons, only the combination of these two credentials allows the COMPANY and the Users to access the Platform; a session cookie will be stored on the User's terminal device.

TF1 PUBLICITE provides the COMPANY and the Users with a forgotten password recovery system, which will be sent on request by email to the address associated with the User's account.

### **5.3- Probative effects of the login and password**

It is agreed between the Parties that the online communication of the login and password of the administrator account under the conditions referred to above in Article 3.1 of the Terms of Use constitutes proof of the COMPANY's identity.

The login and password are intended to restrict access to the Platform to the COMPANY and to protect the integrity, availability and confidentiality of the data used within the Platform.

### **5.4- Support**

The COMPANY benefits from integrated technical support within the Platform (icon depicting a question mark) or via the email address: [contact\\_support\\_labox@tf1.fr](mailto:contact_support_labox@tf1.fr).

## **ARTICLE 6 – PURCHASE OF ADVERTISING SPACE ON THE MEDIA VIA THE TF1 AdMANAGER PLATFORM**

The COMPANY is fully informed that purchases of advertising space via the Platform are subject to TF1 PUBLICITE's General Terms of Sale in force and applicable to the Media, as well as to any specific terms of sale applicable to the particular offer, where available on the Platform. In this respect, the COMPANY acknowledges and accepts that any purchase of advertising space made by a User via the Platform constitutes an irrevocable commitment by the COMPANY.

## **ARTICLE 7 – CONFIDENTIALITY**

**7.1-** It is expressly agreed that all information on the Platform and/or communicated in the course of using the Platform in accordance with the Terms of Use is subject to a confidentiality obligation binding on the Parties, who are therefore prohibited from disclosing such information to any third party.

**7.2-** It is understood that the COMPANY guarantees that the Users will comply with the obligations provided for in this article.

## **ARTICLE 8 – INTELLECTUAL PROPERTY – DATA PROCESSING**

### **8-1 Intellectual property**

The conclusion of the Contract does not confer on the COMPANY any intellectual property rights over the data provided by TF1 PUBLICITE and/or over the Platform, which remain the sole and exclusive property of TF1 PUBLICITE.

The Platform and all its content, including texts, still or moving images, databases, programs, etc., are protected by copyright. TF1 PUBLICITE owns and/or is authorised to use all rights relating to the logos, trademarks, distinctive signs, texts, illustrations, photographs, images, documents and videos, as well as the databases and software used in connection with Platform operation.

TF1 PUBLICITE only sub-licenses to the COMPANY, and indirectly to the Users, authorisation to view its content for personal and private use, excluding any public viewing or distribution. Authorisation for reproduction is granted to the COMPANY and Users solely in digital form on their computer for the purpose of viewing the pages accessed by their web browser. Hardcopy printing is authorised for private copying for the exclusive use of the copier within the meaning of Article L.122-5-2 of the French Intellectual Property Code.

Any other use not expressly provided for is not permitted and requires the prior written consent of TF1 PUBLICITE.

The COMPANY retains all intellectual property rights over any document, image or text that it has uploaded to the Platform in the course of its use.

### **8-2 Personal data concerning the COMPANY's personnel**

The personal data concerning the COMPANY's personnel using the Platform may be subject to automated processing by TF1 PUBLICITE; the COMPANY undertakes and is

personally responsible for informing and obtaining consent from the persons concerned by the processing.

In accordance with the French Data Protection Act of 6 January 1978, these persons have the right to access, rectify and delete the personal data concerning them via the module integrated within the Service (icon depicting a question mark), or at the following email address: [contact\\_support\\_labox@tf1.fr](mailto:contact_support_labox@tf1.fr).

### 8-3 Data collected by the Platform

During use, the traffic flowing through the Platform is stored in databases.

All data provided by the COMPANY (personal, commercial, financial, etc.) transmitted via the Platform and not publicly available are the property of the COMPANY.

The COMPANY agrees that TF1 PUBLICITE may, at its convenience and sole discretion, aggregate and delete data owned by the COMPANY to limit the volume of data stored on the Platform, and that TF1 PUBLICITE does not undertake to provide the full dataset available on the Platform. It is expressly agreed that TF1 PUBLICITE shall not be held liable for any damages resulting from any of these causes.

## ARTICLE 9 – OBLIGATIONS AND LIABILITIES OF THE COMPANY

**9.1-** The COMPANY acknowledges having received from TF1 PUBLICITE all the information necessary to assess the Platform's suitability for its needs and to take all appropriate precautions for use of the Platform.

**9.2-** The COMPANY warrants that it has received and holds all the authorisations and rights enabling it to use the Platform and all the features to which TF1 PUBLICITE will give it access.

**9.3-** The COMPANY warrants the accuracy of the information that it or the User will provide on the Platform.

The COMPANY accepts and acknowledges that use of the Platform will be at its own risk.

**9.4-** The COMPANY declares that it knows and accepts the characteristics, risks and limits of the Internet and, in particular, acknowledges:

- that the COMPANY is solely responsible for its use of the Platform,
- that the Internet presents risks and imperfections, which may notably lead to temporary reductions in its technical performance, increased response times when using the service online, or even temporary unavailability of servers,
- that the COMPANY's disclosure of the login and password linked to its administrator account, or, more generally, of any information deemed confidential by the COMPANY, is made under its own responsibility,
- that the creation of accounts and the management of Users' logins and passwords are its responsibility,
- that it is the COMPANY's responsibility to take all necessary measures to ensure that the technical characteristics of its computers and software enable the COMPANY to use the Platform,
- that it is the COMPANY's responsibility to take all appropriate measures to protect its systems, network and own data and/or services from contamination by any viruses circulating through the Platform and/or data transmitted during connections.

**9.5-** The COMPANY acknowledges that TF1 PUBLICITE can in no event be held liable for any direct or indirect damage of any kind whatsoever (including loss of profits, loss of confidential information or other information, interruptions of activity, bodily injury, invasion of privacy,

breach of any duty arising from acts of negligence), or for any pecuniary or other loss resulting from, or related to, the use or inability to use the Platform, a hacking incident affecting the Platform, or the performance of obligations under the Contract, even if TF1 PUBLICITE had been warned of the possibility of such damages.

The COMPANY acknowledges that TF1 PUBLICITE cannot be held responsible for the accidental destruction of the COMPANY's or third parties' data.

**9.6-** The COMPANY undertakes not to use the Platform in violation of laws and regulations or in a manner contrary to rules relating to competition and fair trading.

The COMPANY undertakes to communicate without delay to TF1 PUBLICITE any information relating to any change in the tasks assigned to it (termination of the mandate granted by an advertiser, etc.).

**9.7-** It is agreed between the Parties that a virus for the purposes of this article means any program, worm, Trojan horse, logic bomb, etc., and more generally any sequence of hostile code affecting or likely to affect all or part of TF1 PUBLICITE's information system, or to propagate through it.

The COMPANY warrants that it will implement all possible precautions, within the framework of its use of the Platform, to ensure that it (including its personnel and subcontractors) does not introduce any virus into TF1 PUBLICITE's computer system(s). The COMPANY also guarantees security of access to TF1 PUBLICITE's computer systems.

The COMPANY undertakes to inform TF1 PUBLICITE of the discovery of any virus in the COMPANY's systems that could affect those of TF1 PUBLICITE.

The COMPANY undertakes, if a virus is discovered, to assist TF1 PUBLICITE in investigating the incident, and if it is established that it is the COMPANY's responsibility, to use at its own expense all means to minimise, or even eliminate, the effects of that virus and to indemnify TF1 PUBLICITE for the amount of damages it may have suffered as a result of the introduction and, where applicable, the continued presence of that virus in its computer system.

**9.8-** The COMPANY undertakes, under the Terms of Use, to indemnify TF1 PUBLICITE against all consequences, of any kind, including, without limitation, legal fees, which may result from use of the Platform in breach of the Terms of Use.

**9.9-** The COMPANY undertakes to use the information concerning the Platform solely for its own purposes.

Under the Contract, the COMPANY is prohibited from reproducing any element or information contained in the Platform, except those exclusively concerning it, by any means, in any form and on any medium whatsoever.

**9.10-** The COMPANY acknowledges and accepts that any action taken by a User on the Platform binds the COMPANY. In particular, the COMPANY acknowledges and accepts that the electronic validation of an advertising order via the Platform is binding in the same way as the validation and/or signing of an advertising order by any customary means. Under no circumstances may the COMPANY challenge the validity or evidential value of an advertising order validated electronically via the Platform.

## ARTICLE 10 – OBLIGATIONS AND RESPONSIBILITIES OF TF1 PUBLICITE

**10.1-** The Platform is a tool to assist in the management of advertising campaigns made available to the COMPANY and Users by TF1 PUBLICITE free of charge, which, unless expressly provided otherwise, is in no way intended to replace the advertising space purchase process as defined in TF1 PUBLICITE's General Terms of Sale for its Media.

TF1 PUBLICITE will use its best efforts to make the Platform

available under the conditions set out in TF1 PUBLICITE's Commercial Terms, excluding any guarantee of results. To that end, it is specified that the Platform's hours are provided for information only and do not in any way constitute a commitment by TF1 PUBLICITE.

The COMPANY acknowledges and accepts that TF1 PUBLICITE does not, under any circumstances, undertake to make the Platform permanently available to the COMPANY and the Users. Accordingly, TF1 PUBLICITE may, at its discretion and at any time, suspend and/or stop making all or part of the Platform available by merely sending an email to the COMPANY, which the COMPANY accepts.

The COMPANY acknowledges and accepts that TF1 PUBLICITE cannot be held liable for any direct or indirect damage, including loss of profits, customers, data, or any other loss that may arise from the inability to access or use all or part of the Platform. The COMPANY thereby waives any claim or right to compensation in the event of the Platform's unavailability or malfunction.

**10.2-** TF1 PUBLICITE assumes no responsibility of any kind for the COMPANY's use of the information and analyses provided through the Platform. In the event of transfer by telecommunication means or by any other means, no liability may be attributed to TF1 PUBLICITE for any deterioration of information or data during transfer.

**10.3-** TF1 PUBLICITE cannot be held liable for damages resulting from the loss, deterioration or any fraudulent use of data, the accidental transmission of viruses or other harmful elements, as well as the conduct or behaviour of Users with access to the Platform.

**10.4-** TF1 PUBLICITE cannot be held liable for any malfunctions of the COMPANY's computer system resulting from use of the Platform.

**10.5-** The COMPANY is informed and acknowledges that the information accessible via the Platform is provided for information purposes only and is not necessarily updated in real time, it being specified that only the advertising orders and/or items sent by TF1 PUBLICITE following validation of the purchase order for advertising space by clicking the "buy" button, and the invoices, shall be authoritative in the relationship between TF1 PUBLICITE and the COMPANY, without any liability on the part of TF1 PUBLICITE being sought or incurred and without the COMPANY or anyone else being able to claim to have suffered any loss or damage.

**10.6-** In order to ensure the proper functioning of the Service, TF1 PUBLICITE reserves the right to limit the period during which data is available to the COMPANY and Users depending on the capacities of the system used to implement the Platform and to store data, and does not undertake to provide an exhaustive record of all advertising campaigns on all or some of the Media for which it acts as advertising manager. TF1 PUBLICITE cannot be held liable for any damage arising from any of these causes.

**10.7-** The provisions of this article shall remain applicable upon expiry of the Contract.

## **ARTICLE 11 – ASSIGNABILITY**

The COMPANY may not assign all or part of the rights and obligations arising from the Terms of Use, whether as part of a temporary assignment, a sub-licence or any other contract providing for the transfer of said rights and obligations, except in the case of the transfer of the business or merger of the COMPANY as defined in Article L.236-1 of the French Commercial Code.

TF1 PUBLICITE may assign all or part of the rights and obligations arising from the Terms of Use to any company that controls, is controlled by, or is under common control with TF1 PUBLICITE within the meaning of Article L.233-3 of the French Commercial Code.

## **ARTICLE 12 – FINAL PROVISIONS**

### **12.1. Contractual documents**

These Terms of Use and their Annex 1 constitute the entire agreement between the Parties in respect of its subject matter. Accordingly, they supersede all prior statements, negotiations, commitments, oral or written communications, acceptances and agreements between the Parties relating to the same subject matter.

No modification of the Contract is permitted prior to the agreement, signing and entry into force of an amendment signed by both Parties.

The contractual documents are placed in the following hierarchical order; in the event of a conflict, the higher-ranking document prevails over the lower-ranking document:

- the Terms of Use of the Platform "TF1 AdManager";
- Annex 1 to the Terms of Use: "Specific Terms of Use of the Platform".

### **12.2. Partial invalidity**

Any clause of these Terms of Use that is deemed to be without effect as a result of a law or a final and binding court decision shall have no effect on the validity of the other clauses of these Terms of Use.

By way of exception to the above, if one or more of the essential and determinative provisions of TF1 PUBLICITE's or the COMPANY's commitments were to be deemed void under the same conditions, the clause(s) affected by such nullity shall then be amended to the extent strictly necessary to bring them into compliance, without, however, altering the rights and obligations of TF1 PUBLICITE and the COMPANY or the balance of the Terms of Use as it existed on the date of acceptance of these Terms of Use. If TF1 PUBLICITE and the COMPANY fail in good faith to reach an agreement within a reasonable period compatible with the continued satisfactory performance of the advertising order, the advertising order may be automatically terminated in its entirety by either Party at its own risk.

### **12.3. Independence of the Parties**

Each Party is a legal entity, legally and financially independent, acting in its own name, on its own behalf and under its sole responsibility. It is expressly agreed between the Parties that the Terms of Use shall in no case be considered to form any legal entity between the Parties, which are in no way driven by affectio societatis: their liability being limited solely to the commitments made by each of them under the Terms of Use.

Furthermore, except as specifically provided in the Terms of Use, these do not constitute a mandate: none of the Parties represents the other or acts as the other's mandatary or agent, and none may act in the name of and/or on behalf of the other.

Thus, each Party undertakes not to do anything that could mislead a third party in this respect, nor to assume any commitment, nor to offer any guarantee on behalf of the other Party.

### **12.4. Non-waiver**

Unless expressly agreed otherwise, the Parties expressly agree that, under no circumstances, regardless of its duration, frequency or significance, a partial or total failure to exercise any of a Party's rights, silence, forbearance or, more generally, mere conduct, even if implicit, cannot

constitute or be interpreted as a waiver of any right, prerogative or entitlement whatsoever in relation to the other Party, nor constitute any novation or amendment to these Terms of Use.

#### **12.5. Headings**

Article headings are for informational purposes only and do not affect the content or interpretation of the Contract. In the event of any difficulty of interpretation between a clause heading of the Contract and its content, the headings shall be deemed non-existent.

### **ARTICLE 13 – APPLICABLE LAW – COMPETENT COURT**

It is expressly agreed between the Parties that these Terms of Use are subject to the provisions of French law.

ANY DISPUTE RELATING TO THE NEGOTIATION, APPLICATION, INTERPRETATION AND/OR TERMINATION OF THESE TERMS OF USE SHALL, IN THE ABSENCE OF AGREEMENT FOLLOWING AN AMICABLE DISCUSSION RELATING TO THE DISPUTE WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH DISPUTE, BE SUBMITTED EXCLUSIVELY TO THE COMPETENT COURTS OF NANTERRE, NOTWITHSTANDING MULTIPLE DEFENDANTS.

