

## PARTOO SAS - GENERAL TERMS AND CONDITIONS OF SALE

Partoo.co is an Internet website owned and operated by Partoo SAS, a company with a capital of 27,107 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. Here is its website: <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 websites, (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, the present General Terms and Conditions of Sale govern the relationship between Partoo, referred to as "The Supplier", and all of the users who have subscribed to the services the Supplier proposes (except for the clients "key accounts" who have signed a separate contract with the Supplier), individually referred to as "The Customer".

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

The purpose of the GTC is to describe the use of Products and Data within the framework of the contractual relationship between the Supplier and the Customer.

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 websites 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.

### 2. PURPOSE

The purpose of the General Terms and Conditions is to define the conditions under which the Supplier commits to (i) transmit the Information and Data sent by the Customer to the Partner's websites, (ii) provide the Customer with a solution for monitoring reviews (iii) provide the Customer with a solution to collect reviews. The present 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 in its sole discretion. The GTC applicable to every Customer are those who are in force on the day of subscription or on the renewal date from the moment when there is a first renewal.

### 3. SOLUTIONS

The Supplier undertakes to support the Customer for the entire duration of his/her subscription to the Services of the Supplier, to these conditions:

- An onboarding session will be programmed with the purpose of teaching the Customer how to use the Supplier's solutions.
- A customers' support is available for the Customer, accessible online from the Supplier's platform, via email or telephone: the contact information is provided in the email summarising the subscription.

### 3.1. Presence

3.1.1. Transmission of the Customer's information to the Partners

The Supplier commits to transmitting the Customer's Data to the Partners.

The Supplier's database, containing public Data intended for Internet users (addresses, business hours, websites, etc.) may be put at the disposal of Partners' applications and enterprises. For example, if the Supplier sets up a collaboration with a new Partner during the contractual period, the Customer's information will be transmitted to said Partner at no additional cost, provided that the collaboration be 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 an obligation to achieve results with regard to either the transmission of certain content and Data on certain platforms nor the transmission of the Customer's 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 listings before, during and after the service provided by the Supplier. Furthermore, they retain the possibility of

modifying this information by their own means following the Partner's advice. In the event of termination of the Contract, the Supplier commits to cancel the transmission of new information concerning the Customer and not to degrade/modify the data already transmitted to the Partners before the date of termination of the Contract.

#### Transmission Data:

The Supplier is committed to using its best efforts to ensure that the Partners publish the maximum amount of Data transmitted by the Customer, in particular:

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

#### 3.1.2. Google Posts

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

## 3.2. Review Management

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

The Supplier commits to providing the Customer with a local reviews monitoring solution that centralises reviews relating to their businesses, published by Internet users on a Partner website, so that the Customer can reply to them more easily. To date, the Provider's Partner websites 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 in the solution made available to the Customer, at no extra cost, provided that said partnership be negotiated on the basis of a free package.

Partner platforms may change their reviews' provision policy at any time and freely. The Supplier cannot therefore commit to an obligation to achieve results with regard to the retrieval of local reviews.

#### 3.2.2. Product content

The reviews monitoring product includes in particular:

- Sending a monthly, weekly and/or daily report (depending on the user's choice)

- Centralisation of the reviews on the Partoo interface accessible to the Customer
- User management to facilitate the reception of and the reply to reviews
- Easier reply to reviews from the Supplier's interface
- Setting of reusable and dynamic reply templates

The program which allows to monitor the reviews will collect them from the Partner websites at least every 24 hours. Partner platforms may change their reviews' provision policy at any time and freely. The Supplier cannot therefore commit to an obligation to achieve results with regard to the retrieval 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.

#### 3.2.3. Reviews Reply Templates

The *Review Management* Provider's Solution includes a "Reviews Reply Templates" 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 templates may be configured by the Customer or chosen from a list of templates directly proposed by the Supplier.

## 3.3. Review booster

#### 3.3.1. Sending SMS invitations to publish a review

The Supplier commits to providing the Customer with a solution to invite users to publish a review via SMS sent from the Supplier's interface. To date, the *Review Booster* solution allows Customers to send SMS invitations in order to receive a review on Google My Business. By default, the limit of the *Review Booster* solution is 200 SMS per month, per business.

Partner platforms may change their reviews' provision policy at any time and freely. The Supplier cannot therefore commit to an obligation to achieve results with regard to the retrieval of local reviews.

#### 3.4 Messages

##### 3.4.1 Management of instant messages sent by users from Google Business Messages and from Facebook Messenger

The Supplier commits to providing the Customer with a solution to manage the messages that users send to the Customer from Google Business Messages and Facebook Messenger.

The Partner platforms (Google and Facebook) may change their messages' provision policy at any time and freely. The Supplier cannot therefore commit to an obligation to achieve results with regard to the messages sent from Google Business Messages and Facebook Messenger.

## 4. SUPPLIER COMMITMENTS AND LIABILITY

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

The Supplier confirms that he/she complies with the GDPR regulations (General Data Protection Regulation)

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

- Public Data made available on the Partners' platforms (Address of the Customer's business, Business hours, Reviews of Internet users, etc.)
- 100% anonymous Data from Google My Business (number of clicks on a page, number of calls, number of itinerary requests to the points of sale)
- The emails and telephone numbers of the users (employees of the Customer) allowing them to connect to the interface

Any 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 having the administrative right on their 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 procedures, declarations, requests for authorisation required 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 required by the (EU) General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27th of April 2016, and the Data Protection Act of 6th of January 1978, as amended, relating to information technology, files and freedom..

#### 4.2. Limitation of liability

Under the terms of these General Terms and Conditions of Sale, and in particular of this Article 4.2, the Supplier shall be liable under ordinary-law conditions, for any damage caused by itself or its staff to the Customer, their staff and their equipment.

By way of derogation to the above, it is expressly agreed that:

- Except in the case of fraud from the Supplier, the contractual liability of the Supplier shall be limited to half (0.5) of the amount invoiced from the Supplier to the interested Customer during the 12 months prior to the date of the operative event for the action of liability.
- The Supplier shall not in any case be held responsible, in any way, for the indirect damages which originate from, or are the consequence of the Supplier's services.
- In no case shall the liability be sought in the Supplier when the damage suffered from the Customer is the result of the mistake, the negligence or of the omission of the Customer or of a Third Party, on whom the Supplier does not have any control or supervisory power.
- In no case shall the Supplier be held liable for the mistakes made by the Customer in the case of a

use of the Supplier's services non-compliant with the Supplier's instructions.

- The Supplier shall be held responsible solely for the duties with which it is expressly charged by the present General Terms and Conditions of Sale. In no way shall the Supplier be held liable in particular for the contents of the Data and/or the information the Customer gave him, for the usage of this Data and/or information, nor for the use that the Customer or a Third Party shall make of the results of the Supplier's services.
- It is up to the Customer to present proof of the Supplier's defaults and of the non-compliance of the provided services with respect to the specifications described in the present Conditions.

### 5. CUSTOMER OBLIGATIONS

#### 5.1. Administrative authorisation

The Customer commits to respecting the legal, regulatory and ethical rules which may govern the performance of their profession and/or which may apply to the use of the services provided by the Supplier.

#### 5.2. Provision of Data

The Customer commits to providing the Supplier with the elements and Data described in the Article 3.1.2. via the Supplier's platform.

The Customer commits to using his best efforts to assist the Supplier if the latter needs additional information in order to comply with the obligations set out in these General Terms and Conditions of Sale.

#### 5.3. Legality of the Data

The Customer commits to providing the Supplier only with lawful content, free from any crime against public order, against morality or against the rights of third parties.

### 6. PRICE AND PRICING CONDITIONS

#### 6.1. Price of the subscription

The Price of the Supplier's services is detailed in the invoice sent from the Supplier to the Customer. The payment of said invoice shall imply acceptance of these General Terms and Conditions of Sale.

All the mentioned rates shall be considered after-tax, unless otherwise stated. Taxes and duties are charged to the Customers and applied in compliance with the legislation in force on the date of invoicing.

#### 6.2. Modification of the subscription's Price

The Supplier shall reserve the right to modify the price of his services at any time. Any modification of the services' price will be notified to the Customer and shall be applicable from the following invoicing cycle, unless the Customer terminates his/her contract in compliance with these Terms and Conditions.

### 6.3. Duration of the subscription

Unless otherwise agreed between the Supplier and the Customer, the engagement period of all subscriptions to the Supplier's services shall be of one (1) year ("The Initial Subscription Period"). At the end of the Initial Subscription Period, the Customer's subscription shall be automatically renewed by tacit consent for successive periods of one (1) year, unless terminated according to the Article 10 of the present Terms and Conditions.

### 6.4. Conditions of payment

The Customer can decide to pay for the annual subscription at one time or in monthly instalments. Unless otherwise stated on the invoices addressed to the Customer:

- The Customer shall pay the invoices starting the day of their reception, by credit card or direct debit.
- A delay of more than fifteen (15) days in payment shall lead to a cumulative application, by right and without prior official notice, (i) of a lump sum of forty (40) euros, and (ii) of default interests calculated on the basis of three times the legal interest rate in force.

Furthermore, the failure to pay shall result in by full right the suspension of the Customer's subscription by the Supplier.

## 7. REFERENCES

The Supplier is authorised to mention its collaboration with the Customer on any communication medium, during 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 disturbances in 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 HONOUR ITS OBLIGATIONS

In the event of non-compliance by either of the Parties with its obligations in the context of these General Terms and Conditions, the subscription may be terminated at the discretion of the injured party. It is expressly understood that such termination shall take place by full right one (1) month after the mailing of a formal notice remained wholly or partly without response.

The formal notice of default shall be sent by registered letter with acknowledgement of receipt.

## 10. TERMINATION

Every subscription to the Partoo solution shall be subject to tacit renewal on the anniversary date of the

subscription. The contract may be terminated if a termination by one of the parties is sent to the other by registered letter with acknowledgement of receipt or by email using the address [resiliation@partoo.fr](mailto:resiliation@partoo.fr) at least fifteen (15) days before the expiration of the ongoing contractual period.

## 11. CONFIDENTIALITY

Each Party commits to maintaining all the information concerning the other Party, to which it may have access under the signed agreement, strictly confidential, regardless 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 as confidential in nature. To all intents and purposes, it is specified that the Data the Customer communicates to the Supplier with the purpose of broadcasting on the Partner websites are not considered as confidential information.

The party issuing the confidential information shall be deemed to be the sole holder of all rights over such confidential information. The Parties commit to using the information, Data and documents referred to herein only for the fulfilment of their respective commitments under the present General Terms and Conditions of Sale 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 the contract 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 6th of January 1978 as amended, known as the law "*Informatique et Libertés*" 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 present General Terms and Conditions of Sale are governed by French law.

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 these General Terms and Conditions of Sale and more generally any dispute related to the relationship between the Supplier and the Customer concerning the subscription of the Customer to the services proposed by the Supplier.