



## **NEGOCOM ATLANTIQUE GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale (hereafter referred to as "GTC") aim to specify the general clauses of execution and settlements applicable to the services provided by Negocom Atlantique, a limited liability company with a share capital of 313,000 euros, located at 134 Avenue du Maréchal Juin, Building 1857, Hall A, 24000 Périgueux, registered with the RCS of PÉRIGUEUX under number 830 476 933 (hereafter referred to as the "Publisher").

The GTC are systematically provided or delivered to each customer, whether a natural or legal person in whose name the advertising and listing are made and disseminated (hereafter the "Advertiser") along with the order form issued by the Publisher (hereafter the "Insertion Order"). The Advertiser expressly acknowledges having been informed, prior to placing an order and concluding a contract, in a clear and comprehensible manner, of these GTC. They prevail over any other document, and specifically over any general conditions that might be opposed to the Publisher.

Consequently, the acceptance of the Insertion Order by the Advertiser implies their unconditional adherence to these terms, except for special conditions agreed upon in writing by the Publisher to the Advertiser.

The fact that the Publisher does not invoke any of these GTC at any given time cannot be interpreted as a waiver to later assert any of these conditions. These GTC prevail over any possible general conditions of the Advertiser.

### **RULES REGARDING THE INSERTION ORDER:**

**1. Reservation of advertising space:** Any purchase of advertising space or listing on a commercially marketed website by the Publisher is subject to an Insertion Order either in paper or electronic form sent to the Advertiser in response to their request for reservation of advertising space or listing.

**2. Validity period of the Insertion Order:** Any reservation of advertising space or listing is valid for one year from the date it is posted online by the Publisher, without tacit renewal.

### **3. Confirmation of reservation and online posting of the Insertion or advertisement:**

A request for reservation of advertising space or listing will only be definitively validated and posted online after the Publisher receives the Insertion Order signed by the Advertiser. The Insertion Order, whether in paper form in three copies or in electronic form (the electronic Insertion Order includes, once validated, an electronic signature indicating the exact date and time of confirmation), has contractual value and constitutes the acceptance of the Advertiser.

**4. Modification and cancellation of the Insertion Order:** Any request for modification, even partial, of an advertising space or listing formula during the year must be accepted by the Publisher. The Advertiser must contact the Publisher via customer service at 05.53.03.99.02, or the commercial service of the Publisher in charge of the Advertiser's sector of activity, at least 15 days before the date of the modification.

Partial or total cancellation of the Insertion Order by the Advertiser from the date of signature of said Order will result in the Advertiser being liable to pay the Publisher the full amount due under the cancelled Insertion Order as compensation, without prejudice to any additional costs that may be due, with proof.

It is noted here that although the rules on the withdrawal period between professionals are similar to the right of withdrawal granted to consumers (i.e., 14 days), however, unlike consumers, professionals can only benefit from the right of withdrawal if three conditions are met:

- **The Insertion Order must be concluded outside the establishment:** to invoke a right of withdrawal, the Insertion Order cannot have been concluded at the business premises of the company wanting to withdraw.
- **The subject of the Insertion Order must not be within the main field of activity of the client. For example,** creating a website to sell a company's products falls within its main field of activity, whereas a contract for professional life insurance or video surveillance of a store does not.
- **The company must have fewer than 5 employees:** the professional wishing to invoke the right of withdrawal between professionals must have fewer than 5 employees.

## **RULES RELATED TO THE CONTENT OF LISTINGS, ARTICLES, AND ADVERTISING BANNERS:**

1. The Publisher posts advertising Insertions in the form of banners or as photo, text, and web link listings, as well as articles intended to commercially promote the region, the content of which with respect to third parties and other Advertisers is the sole responsibility of the Advertiser considered.

2. The Advertiser commits and guarantees to the Publisher that:

(i) the content is honest, fair, and correct;

(ii) the content will not damage the image of the Publisher, nor bring into question its liability in any respect;

(iii) the dissemination of the content does not infringe any intellectual property rights owned by third parties, particularly regarding the rights of use of photos and illustrations, the Advertiser expressly declaring to hold all the necessary rights for the exploitation of the content (texts and photos) published on the Publisher's guides and that this content complies with the laws and regulations in force including rights of the person, image rights, and respect for privacy.

The Advertiser authorizes the Publisher without restriction to use the visuals (photos) provided for its promotion in related articles highlighting its activities on the same guides where its content appears.

The Advertiser also guarantees the Publisher against any claims and actions from rights holders (including rights of reproduction, adaptation, dissemination, and representation), and more generally, against anyone who might feel aggrieved by the Content in any way.

**3.** The Publisher specifies that it is only bound by an obligation of means regarding the dissemination of the content. The Publisher reserves the right to suspend the execution and delete any content it deems contrary to the proper conduct, good presentation of its site, which would violate laws and regulations in force or which would be contrary to the purpose of its sites. The Advertiser cannot claim any compensation in any form for the deletion or suspension of the content. In any event, the liability of the Publisher will be limited to the amount of the final invoice.

## **RULES RELATED TO THE CONDITIONS OF ONLINE POSTING OF CONTENT:**

**1. Posting of Content:** Within 3 days of signing the Insertion Order, the Advertiser must provide the production teams of the Publisher with the technical elements necessary for the creation of its content, or inform the Publisher of the means to retrieve them. Once the first online posting is completed, the Publisher will communicate to the Advertiser the login credentials to their client account.

**2. Modification of Content:** The textual Content may be modified by the Advertiser as many times as they wish throughout the execution of the Insertion Order via their client account, the Advertiser committing to notify the Publisher of the changes made no later than 2 days from its online posting. Any modification of the photo or advertising Content must be addressed exclusively by email to the graphic services of the Publisher at least 15 days before the modification is to occur.

**3. Execution Delay:** The first online posting of the Content will occur within a maximum of 20 days from the signature of the Insertion Order. In the event it is impossible to post the Content within the aforementioned period, the Publisher will inform the Advertiser within 3 days before the initially agreed date of first posting, and this delay will not give rise to any compensation. Any delay in the transmission of the technical elements of the Content resulting from the Advertiser will shift the date of the first online posting of the Content and cannot in any case justify a refusal to pay the Publisher's invoice. No compensation can be claimed by the Advertiser in case of a delay in posting resulting from the fault of the Advertiser or force majeure.

4. In the event that an advertising space reserved via the Insertion Order could not be respected, the Publisher will make necessary arrangements to provide the Advertiser with another space of equivalent value.

#### **RULES RELATED TO THE REMUNERATION OF THE PUBLISHER:**

1. Prices are understood to be exclusive of taxes and on an annual basis.

2. The rate for the Insertion Order includes posting of the Advertiser's Content within 20 days of the signature of the Insertion Order by the Advertiser, it being specified that the rate depends on the Content offer chosen by the Advertiser in the "Rate" section of each site of the Publisher.

3. The rate includes the technical costs of carrying out the first insertion of the Content under normal conditions. Any other request or specific creation will be considered an additional service and will result in the signing of special conditions before the online posting of the Content. In the absence of a written agreement, no additional service will be performed.

#### **RULES RELATED TO THE INVOICING OF THE PUBLISHER:**

1. Every Insertion Order is invoiced within 15 days following its signature based on the current ex-tax rate available online on all the websites of the Publisher, or validated with the commercial service of the Publisher via the paper or electronic Insertion Order.

2. Invoices must be paid to the Publisher in euros by bank transfer, check, or credit card upon receipt. Payment will only be considered completed after the effective collection of the price. No discount will be granted for early payment. Any amount not paid by the invoice due date will automatically incur penalties from the following day of the due date at an amount equal to 10 times the legal interest rate. These penalties are due by right and will automatically be debited from the account of the Advertiser. For professional Advertisers subject to the provisions of Article L.441-6 of the Commercial Code, a flat-rate indemnity of 40 euros is also due for recovery costs, and in the event that the recovery costs are greater than the aforementioned amount, the Publisher reserves the right to seek any additional compensation on proof.

3. In case of non-payment, even partial, by the due date, the Publisher reserves the right to suspend the listing of the Advertiser 15 days after an unsuccessful formal notice.

#### **RULES RELATED TO THE CONTENT OF THE ADVERTISER'S WEBSITE:**

1. The Publisher's site is merely an intermediary platform with the Advertiser's website. The Publisher cannot be held responsible for the content of the Website and/or Social Networks of the Advertiser that internet users and other Advertisers will access via a destination URL click from the Content on its site.

2. The Advertiser commits that the content of its website accessible by a click on the destination URL from the Content disseminated on the Publisher's site is directly related to the Content of that space and complies with the laws and regulations in force.

3. The Advertiser will be the sole manager of any requests possibly addressed by internet users following a click on the destination URL from the Content disseminated on the Publisher's site. The Advertiser will be responsible for all requests and disputes with internet users, particularly those related to its contractual commitments and the content of its offers.

4. Any commercial transaction between the Advertiser and an internet user who accessed the Advertiser's website via a URL click on the Publisher's site falls under the sole legal and declarative responsibility of the Advertiser and/or the internet user, the Publisher excluding all liability.

#### **DISCLAIMER OF LIABILITY:**

The liability of the Publisher cannot be engaged in case of temporary visibility breakdown due to a dysfunction or congestion of the Internet network, or a dysfunction of the servers, which are considered cases of force majeure.

The Publisher is not subject to any exclusivity obligation towards any Advertiser present on its sites. Consequently, the Publisher's liability cannot be engaged in the presence of competing Advertisers on its sites, particularly in the event that competing Advertisers would have adjacent locations during the same period; however, the Publisher will make its best efforts to ensure that each Advertiser is provided with visibility in accordance with their order.

#### **RULES RELATED TO THE PERSONAL DATA OF THE ADVERTISER:**

The personal data of the Advertiser are collected by the Publisher at the time of the signature of the Insertion Order to enable the creation of the "customer account" space of the Advertiser, which is accessible using an identifier and a password that will be communicated by the Publisher.

These may be subject to computerized processing for the purpose of knowing the Advertiser for professional reasons and will be kept for a duration corresponding to the duration of the contractual relationship.

The Advertiser may at any time access the information concerning them, request its extraction, under the conditions provided by the law, to modify them, to request the restriction of their use, or even to delete them.

In accordance with the General Data Protection Regulation (GDPR), each advertiser may exercise their rights by contacting the data protection officer of NEGOCOM Atlantique, Mr. Frédéric LARZINIÈRE, using the following contact details:

**By mail :**

NEGOCOM ATLANTIC  
Mr Frédéric LARZINIÈRE  
at 134 avenue du Maréchal Juin  
Building 1857, Hall A  
24000 Périgueux

**By e-mail :** [manager@negocom-atlantique.com](mailto:manager@negocom-atlantique.com)

**By telephone :** 05.53.03.99.02

For more information, the Publisher refers to the “Conditions of use” page in the professional area.

## **DISPUTE AND JURISDICTIONAL CLAUSE**

When a party does not comply with the conditions of the Insertion Order and/or these GTC, the parties commit to finding an amicable solution within 15 calendar days from the sending by the requesting party of a registered letter with acknowledgment of receipt.

All disputes to which the services performed by the Publisher under these GTC could give rise, concerning their validity, interpretation, execution, termination, consequences, and follow-ups and which could not have been resolved amicably between the Publisher and the Advertiser will be brought before the courts of Périgueux.

