



TERMS AND CONDITIONS OF USE Software as a service KOLSQUARE

Last update of the hereby TCU: April 20th, 2022

Kolsquare, Kolsquare, a simplified joint stock company with a capital of 13.596 euros, whose registered office is located 124 rue Réaumur in Paris (75002), registered with the Paris Trade and Companies Register under number 529 297 483 ("**Kolsquare**"), offers (i) the Platform allowing Clients and/or their Users to search and consult the profiles of KOLs and to benefit from features facilitating contact with KOLs and (ii) Services associated with the Platform, such as the realization and optimization of communication campaigns on social networks and the monitoring, analysis and sharing of statistics of KOLs. The TCU determine the conditions of use of the Platform and govern the relationship between Kolsquare, the Clients and/or their Users and the KOLs.

1. DEFINITIONS

Whenever used in the TCU, words beginning with a capital letter shall, unless the context otherwise requires, have the meaning defined below, without any distinction being made as to whether they are used in the singular, plural, infinitive or conjugated form:

Subscription: means the contract concluded between Kolsquare and a Client, consisting of one or more order forms and Kolsquare's general terms and conditions of sale, and governing access to the Platform by the Client and, where applicable, by its Users ;

Campaign: means any communication campaign, including influencer marketing, organised by the Client and, where applicable, by its Users in collaboration with a KOL ;

Client: means any natural or legal person, in particular any advertiser, communication agency or brand, having subscribed to a Subscription in the context of its professional activity ;

Community: means the area of the Platform dedicated to KOLs who have registered for free and which is accessible at the following address: <https://community.kolsquare.com/login> ;

Account: means a valid account giving the Customer and/or User access to Influence or the KOL access to Community;

Content: means any data and/or content freely accessible from social networks and made accessible in an automated manner via the Platform or by Clients, Users and KOLs ;

Personal Data: means, within the meaning of the applicable regulations, any information relating to a natural person which identifies him or her or makes him or her identifiable, directly or indirectly ;

Influence: means the area of the Platform dedicated to Clients and their Users holding a valid Subscription and accessible at the following address: <https://influence.kolsquare.com/login> ;

KOL: means a Key Opinion Leader exercising his or her activity in a professional capacity and referenced on the Platform, i.e. a natural or legal person active on social networks and who, by virtue of his or her status, position or media exposure, is capable of being an opinion relay influencing consumer habits for marketing purposes;

Platform: means the platform published and made available by Kolsquare and accessible in Software as a Service (SaaS) mode at the address www.kolsquare.com. The Platform is accessible to Clients, and/or Users, via their Influence Account and to KOLs via their Community Account ;

Services: refer to the services associated with the Platform offered by Kolsquare, such as the implementation and optimisation of

communication campaigns on social networks and the monitoring, analysis and sharing of KOL statistics ;

User: means any natural person of legal age who is an employee or service provider of the Customer and who has been duly authorised by the Customer to use the Platform for business purposes in accordance with the terms of the Client' Subscription.

2. OBJECT

By using the Platform, the Clients, their Users and the KOLs acknowledge that they have read and expressly accepted the GCU without reservation. They are accessible at any time from the footer of the Platform.

Clients acknowledge that access to and use of the Platform by them and their Users are also subject to the specific conditions set out in the Subscription.

3. DESCRIPTION OF THE PLATFORM AND OF THE SERVICES

The Platform consists of the Influence area (3.1), dedicated to Clients and, where applicable, their Users, with a valid Account and the Community area (3.2), dedicated to KOLs with a valid Account.

1. Influence

In particular, the Influence Account allows Clients and, where applicable, their Users, to:

- Search and identify the most relevant KOLs for their Campaigns, thanks to an advanced search engine and customisable filters;
- Build an address book of KOLs, by adding labels, favourite profiles, and personalised annotations on KOLs ;
- Contact one or more KOLs by email, via a dedicated email interface;
- Manage their Campaigns via a dashboard shared with the Users;
- Measure and share the performance of their Campaigns via a reporting tool; and
- Compare their performance with that of other customers via a competitive intelligence tool.



2. Community

The Community Account allows KOLs to track their key statistics on all their social networks and to showcase their profile to trusted Clients on the Influence search engine.

Community allows them to:

- Measure their influence on social networks, by monitoring the evolution and engagement of their communities;
- Receive partnership offers from Clients, if any;
- Manage their relationship with Clients from a dedicated messaging interface; and
- Obtain information to improve their audience and indications, based on statistics, on the pricing conditions applicable to their activities.

4. ACCESS TO THE PLATFORM

Influence is accessible by Clients and their Users under the terms of the Subscription (4.1). Community is accessible by KOLs free of charge upon registration (4.2).

1. Influence

1.1. Subscription

Each Customer must have a Subscription that allows them to access Influence through their Account and, if applicable, to provide access to Influence to their Users through their Accounts.

The Customer acknowledges that the Subscription must include as many licenses as the number of Users to whom the Customer wishes to provide access to Influence.

When subscribing to the Subscription, the Client provides Kolsquare with the email address of each User, so that a login can be assigned to them and that this login as well as a link for the creation of their personal password can be sent to them.

1.2. Login and password

Once the Subscription is taken out, the Customer will receive an email containing his unique identifier and a link to Influence to create his personal password. The same applies to each User for whom a license has been provided in the Subscription.

Each time Clients or Users wish to access Influence, they must enter their personal identifier and password.

Clients and, where applicable, Users must keep their user ID and password secret, refraining from disclosing them and protecting them from unauthorized access by third parties, in order to ensure their confidentiality. Customers and, if applicable, Users must not share their login and password with third parties and are responsible for the use of their Influence Account.

The Clients and Users undertake to inform Kolsquare immediately of any unauthorised access or use of their login and/or password, or of any other breach of security so that Kolsquare may proceed with the cancellation or updating of the login and/or password.

Kolsquare reserves the right to suspend or restrict the access rights of a Client and/or one of its Users if Kolsquare is informed of, or has reason to suspect, a violation of its obligations by this Client or this User.

2. Community

2.1. Registration

Registration is open to any KOL, provided however, if it is a natural person, that it is over thirteen (13) years old.

KOLs who are minors must obtain the prior authorisation of their parents or legal representatives before any registration, creation of an Account and use of Community. The parents or legal guardians of a minor KOL acknowledge that they have read and expressly and unreservedly accepted the TOS before authorising the KOL's registration.

By registering on Community, the KOL or, if he or she is a minor, his or her parents or legal representatives, certify that he or she has full legal capacity to register on the Platform, to receive requests for collaboration and to perform the services that may be ordered from him or her in the context of a Campaign. The KOL declares that he/she is solely responsible for and has made all prior and necessary declarations to the competent administrative authorities for the practice of his/her profession and the performance of the services concerned by the Campaign. The KOL acknowledges in particular that his or her activity may be subject to regulatory, social or fiscal provisions that he or she must respect.

At the time of registration, the KOL creates a secure identifier and password that he/she must enter each time he/she logs on to access his/her Community Account.

The KOL must keep his login and password secret, abstaining from any disclosure and protecting them against any unauthorised access by third parties, in order to guarantee their confidentiality. Each KOL is responsible for the use of his Community Account.

Kolsquare reserves the right to suspend or restrict the access rights of a KOL if Kolsquare is informed, or has reason to suspect, a violation of its obligations by the KOL.

Insofar as Influence functions as a search engine for KOLs, whose results come from Content publicly accessible from social networks and collected automatically or by a Client or User, a KOL may wish to register with Community, even though his/her profile already exists on Influence:

If the KOL has already been listed on Influence by a Client or User, the KOL will be provided with a registration link that will allow the newly created Community Account to be linked directly to the KOL's pre-existing profile on Influence;

If the KOL is referenced on Influence without any action by a Client or User, a link between their newly created Community Account and their pre-existing profile on Influence will be established automatically.

When registering and using Community, the KOL agrees to provide accurate and complete information about his/her identity. In particular, the KOL agrees not to create a false identity that could mislead Clients and, if applicable, Users, and not to impersonate



another person. The KOL undertakes to update immediately, in the event of modification, the data he has communicated on his Community Account.

2.2. Sharing statistics

In order to optimise the Platform and Services, KOLs can allow their social networks to be synchronised with Community. This feature allows for the automatic sharing of their Content, statistics and socio-demographic data of their audience, collected by the APIs of the social networks concerned, in order to obtain a more precise follow-up and analysis on Community and to highlight their profile to Clients and/or Users on Influence.

KOLs must not post confidential information on the Platform.

5. OPERATION OF THE PLATFORM AND SERVICES - INFLUENCE

1. Search for KOLs

Clients and, where applicable, their Users have the possibility of searching for the KOLs they want for their Campaigns using an advanced search engine, based on keywords, mentions or hashtags and using filters, in particular linked to the profile of the KOLs or the size and profile of their audience.

This search engine operates on the basis of a catalogue of KOLs registered with Community, but also of KOLs whose profile was created by a Client or a User or automatically, reproducing only the information made public by the KOLs on their social networks and the statistics related to them.

Kolsquare does not make any recommendation to help the Client or the User to select a KOL for a Campaign. The Platform only provides an optimized search engine reproducing "as is" the Content of KOLs collected automatically on their various social networks, without selection or prior sorting.

Clients and, where applicable, their Users can export the results of their search in .XLSX format.

For each KOL, Clients and, where applicable, their Users access a description sheet which includes the following elements: description of its community, description of its online activity, performance indicators, interest of its audience and latest published content.

2. Creating KOLs profiles

Clients and, where appropriate, their Users have the opportunity to create profiles on Influence dedicated to KOLs who are not already registered on Community or referenced in the database of Influence produced by Kolsquare. To do so, they simply use the functionality provided for this purpose and enter the URL of the KOL's profile on social networks.

The profiles of KOLs thus created will be visible on Influence by all Clients and Users.

3. Identification of KOLs

The KOLs identified in the search can be labelled or bookmarked by the Client or the User, so that they can easily find them in the dedicated "My KOLs" feature.

Clients and, where applicable, their Users can also add Content, i.e. personalised notes on the KOLs' profiles, and complete the information contained therein.

KOLs can be added to Campaigns created by the Client or User.

These operations will be visible only to the Client or User who is the author and to the Users with whom he shares them.

4. Creation and Management of Campaigns

Clients can create, name and share Campaigns with their Users via a dedicated functionality. This feature allows them to view the objectives, KOLs, messages related to the Campaign and statistical reporting of the Campaign data for each Campaign.

The campaign reporting tool works with mentions, hashtags and keywords used, allowing the associated content to be pulled up from social networks and statistics to be created.

The performance reports of a Campaign, designed by Kolsquare, can be exported in different formats (PPTX, MP4, CSV, etc.) and shared by the Client via a link allowing the recipient to consult them online, day by day. A feature allows Clients to add their logo to the reports.

5. Contact of identified KOLs

5.1. Contact via Kolsquare e-mail address

The KOLs identified in the search can be contacted by email via the Influence messaging service.

This messaging service allows the sending of individual or grouped emails to KOLs in view of or in the context of a Campaign, from an email address including the domain name "mail.kolsquare.com".

The contact of the KOLs is done by email addressed to:

- to the email address they have made public on the social networks; or
- if they have created an Account on Community, to the address they gave when they registered; or
- if an email address has been entered by the Client or one of its Users in the KOL's file, to this email address,

it being specified that this email address is not visible on Influence.

The Clients and their Users acknowledge that Kolsquare only provides them with a messaging functionality allowing them to contact the KOLs they have identified to propose a collaboration in the context of a Campaign.

The terms of collaboration between the Clients or Users and the KOLs are determined by them without intervention by Kolsquare. The contractual relationship that may arise from a contact of a Client or a User with a KOL is exclusively managed between each Client or User and each KOL, without any intermediation, representation or advice from Kolsquare.

5.2. Synchronisation of the Gmail account

Customers and, if applicable, their Users may synchronize their Gmail account with Influence's email functionality, in order to



contact KOLs from their own address and the domain name "gmail.com".

In the event of synchronization, the email interface accessible on Influence will be a replica of the Customer's or User's Gmail account, with all of their emails remaining accessible directly from their Gmail account.

6. Performance analysis and competitive intelligence

Influence allows for the analysis of Campaign performance based on KPIs (key performance indicators) and statistics from Content collected on social networks.

The overall performance of each Client's Campaigns and KOLs is also analysed via the Listening tool, which allows Clients and Users to compare their KPIs with those of other Clients and to carry out competitive intelligence.

6. OPERATION OF THE PLATFORM AND SERVICES - COMMUNITY

1. Audience and content monitoring and visibility analysis

Community's features give KOLs the ability to track their audience, Content and visibility through automatically updating statistics for all of their social networks.

These statistics are made from the public Content collected on the social networks of the KOL and / or, if the KOL has accepted the synchronization of its social networks with its Account on Community, its Content and socio-demographic data of its audience, collected by the APIs of social networks concerned.

Kolsquare calculates from these statistics a credibility score of the KOL's audience, its rate of engagement and the evolution of this rate, its best performing Contents and hashtags, etc.

The monitoring of the audience, the Content and the analysis of the visibility of the KOL is available on Community and will also be communicated to him by email each month. The KOLs acknowledge that by registering to Community, they agree to receive these monthly emails tracking their statistics, which are an integral part of the service offered by Kolsquare on Community, and that they can unsubscribe at any time using a link provided within each of these emails.

2. Managing applications to participate in a Campaign

In the messaging functionality of Community, the KOL will be able to find the requests for collaboration of the Clients and Users, which are addressed to him at the email address that he gave when he registered.

The KOL acknowledges that the communications addressed to him by this means are only binding on the Clients and their Users, and that Kolsquare does not provide any intermediation, representation or consultancy service. The contractual relationship that may arise between the KOL and a Client is directly managed between them, without intervention by Kolsquare.

The KOL acknowledges and agrees that this messaging service is used only for the needs of his professional activity and not to use it for purposes, or in a manner that would be contrary to the law, public order, or morality. He remains, in any case, only responsible

for his behaviour and his words towards the Clients, the Users or the other KOLs.

7. HELP AND CONTACT

For any question or information, or to report a malfunction of the Platform, the Clients, the Users and the KOLs can contact Kolsquare:

- using the chatbot accessible via the "Help" button accompanied or symbolized by a question mark;
- using the "Contact" button in the footer of the Platform, allowing to send an email to the address: contact@kolsquare.com;
- by post to the address: Kolsquare 124 rue Réaumur, 75002, Paris - France.

The Clients and, where appropriate, their Users and KOLs can report to Kolsquare via the Platform any inappropriate or obviously illegal content, the fact that a profile of KOL exists in duplicate, or the fact that a profile of KOL is not relevant, that it lacks one of its social networks or that the theme of influence is erroneous, so that Kolsquare can remedy it as soon as possible.

In any case, Clients and, where appropriate, their Users and KOLs may send a notification of illegal content to Kolsquare, 124 rue Réaumur, 75002, Paris - France or contact@kolsquare.com with the following information: (i) date of the notification, (ii) name, surname, job, address, nationality, date and place of birth (and for a company: form, name, address and its representative); (iii) a description of the facts and their location; (iv) the reason for the notification (with a legal explanation); (v) a copy of the letter sent to the author of the content or the justification that this author cannot be contacted.

8. WARRANTIES AND RESPONSABILITIES

8.1. Kolsquare's Responsibility

Kolsquare puts in place all the means necessary for the proper functioning and maintenance of the continuity and quality of the Platform and the Services. Kolsquare provides the Platform under an obligation of means.

The Platform is accessible 24 hours a day and 7 days a week. However, Kolsquare does not guarantee that the Platform will function without interruption or malfunction. Kolsquare retains the right to suspend or stop all or part of the Platform and the Services, without prior notice, for any reason whatsoever, in particular for reasons related to the maintenance and updating of the Platform and the Services, or in the event of an event of force majeure. Updates to improve the Platform and Services may indeed make access to them unavailable from time to time. The Clients, Users and KOLs are also warned of the technical hazards inherent in the Internet and the interruptions in access that may result.

The Contents are freely accessible from the social networks of KOLs. Kolsquare does not operate any moderation a priori on the Contents. Kolsquare does not guarantee the completeness of the Contents, nor the accessibility of the Contents in real time, being specified that a time lag of a few days between the Contents put on line by a KOL and the information appearing on the profile of this KOL accessible via the Platform is possible.



Kolsquare does not guarantee that the subscription to the Subscription or the creation of an Account will generate Campaigns, will ensure contractual relations between Clients and KOLs or will improve the performance of the activity of Clients or KOLs.

Kolsquare is not responsible for any loss and/or damage of any kind that may be caused by the suspension, interruption, disruption, slowdown, difficulty of access, inaccessibility and/or termination of all or part of the Platform and the Services.

Kolsquare is not responsible for any indirect damage suffered by Clients, Users and KOLs when using the Platform and Services. In particular, Kolsquare cannot be held responsible for facts (i) resulting from an act or negligence of a Client, a User or a KOL, or (ii) which would not be in conformity with the applicable regulations, the GCU and/or the conditions of the Subscription.

In any case, the total amount of compensation and any sum charged to Kolsquare under the Platform and Services with respect to a Client or its Users may not exceed the total amount of the price paid by the Client under the Subscription during the twelve months preceding the incident giving rise to the liability of Kolsquare.

Kolsquare does not provide any guarantee to the KOLs as to its Services insofar as the registration on Community, the use of the Platform and the provision of the Services are carried out free of charge. Kolsquare does not provide any guarantee to KOLs as to the statistics it develops from the Content.

9. Client's, User's and KOLs' responsibility

The Clients, Users and KOLs guarantee that they will use the Platform and Services in accordance with their purpose, the GCU and for lawful purposes. The Clients are responsible for the respect of this obligation by their Users and undertake to fully indemnify and guarantee Kolsquare from any condemnation, costs (in particular of advice and proceedings) and accessories that could be charged to it due to a breach of one or more of its Users to the GCU.

The Clients, Users and KOLs acknowledge that the role of Kolsquare is limited to that of a simple intermediary and technical provider. Kolsquare therefore declines all responsibility in case of dispute, whatever the cause, between a Client and/or a User and a KOL. The Client guarantees Kolsquare of any consequence of such a dispute, in particular in connection with a Content produced by the KOL or the realization of the services agreed between them.

The KOLs recognize that the Content available for consultation from Influence and Community are collected from all information that the KOLs have made public on their social networks. Given their activity on social networks, KOLs acknowledge that they reasonably expect that their Content may be used to enable Clients and, where applicable, their Users to search for KOLs under the terms of the Platform and to provide them with Services aimed at facilitating collaboration.

The Clients, Users and KOLs acknowledge that the Content and data made accessible via the Platform are provided "as is" after automatic collection on the various social networks of the KOLs and without any a priori moderation having been carried out. It is the responsibility of Clients, Users and KOLs to ensure the relevance of the Content resulting from their searches via the Platform. The KOLs remain in particular solely responsible for the Content that they produce, and which are accessible via the Platform as well as the respect of the general conditions of the social networks on

which the KOLs have public profiles. It is specified in this regard that all statements and / or opinions expressed in the content of KOLs, including in the context of Client Campaigns, are solely the opinions and responsibility of the KOL who expresses them and do not reflect the opinion, opinion or position of Kolsquare.

The Clients and Users undertake to use the Platform and the Contents only for their own needs and for commercial development and marketing, to the exclusion of any other use. Customers and Users undertake not to market all or part of the Platform and Services and not to transmit to third parties the Content accessible from the Platform. Clients and Users are solely responsible for their activity via the Platform, both in the search for Content and in the creation of KOL profiles or exchanges with KOLs. Before creating a KOL profile on the Platform, Clients and Users must ensure that this action is consistent with the purpose of the Platform and does not infringe the rights of third parties. Clients and Users may only use the Content accessible via the Platform for the purposes provided for in the framework of the Services and in compliance with the general conditions of the social networks from which the Content is collected. Clients and Users must ensure that they comply with the regulations applicable to the Content, being solely responsible for its use.

Clients, Users and KOLs are responsible for the use they make of the messaging system offered via the Platform and for any Content they broadcast by means of this messaging system. They shall refrain from disseminating defamatory, insulting, denigrating or contrary to the laws in force.

The Customers and the Users recognize and commit themselves to the fact that the messaging of the Platform is only used for the needs of their professional activity, in order to realize a Campaign in collaboration with one or several KOLs. They also undertake not to use the messaging system for purposes or in a manner that would be contrary to the law, public order or good morals. In particular, Clients and Users undertake not to contact KOLs in an abusive or repeated manner if a KOL has declined to be contacted and not to spam KOLs. The Clients and the Users remain, in any case, only responsible for their behaviour and their remarks towards the KOLs.

10. INTELLECTUAL PROPERTY

Kolsquare grants a limited, personal, non-transferable and non-exclusive right of access and use allowing Clients and, where appropriate, Users and KOLs to use the Platform and Services in accordance with the TOS.

The Kolsquare brands, the Platform and all its content, its characteristics and its features, excluding the Content relating to the KOLs collected automatically on their various social networks, are the exclusive property of Kolsquare and are protected respectively by trademark law, copyright law and database law.

The Clients, Users and KOLs acknowledge that access to the Platform does not give them any property right on the Platform, its content, its characteristics and its features. Only a right to use the Platform in accordance with the terms of the GCU is granted to them for the duration of their registration on the Platform.

Customers, Users and KOLs are prohibited from infringing the elements of the Platform protected by intellectual property rights, in particular from reproducing, representing, modifying, adapting,



translating, extracting and/or reusing a qualitatively or quantitatively substantial part of them. The Platform and the Content it contains may only be used for the professional and internal needs of the Client, the User or the KOL and may not under any circumstances be made available to third parties or commercialised.

Any use of the Platform which is not expressly authorised by the GCU constitutes a violation of the GCU and may be subject to legal proceedings, in particular for infringement.

Kolsquare reserves the right to restrict, remove or suspend access to the Platform of any Client, User or KOL, if Kolsquare is informed, or has reason to suspect, that it has violated one of its obligations under the GTU or the law or regulation in force.

11. DURATION

The GCU are applicable from the first use of the Platform by the Client, the User or the KOL.

They are applicable to Clients and their Users for the duration of their Subscription, and to KOLs for the duration of their registration on the Platform.

11.1. Deleting a Customer's Account

The termination of the Subscription, under the conditions it provides or due to a breach by the Client or one of its Users of the obligations arising therefrom, entails the deletion of the Client's Account and those of all its Users within a period of six (6) months.

Kolsquare also reserves the right to suspend, restrict or remove the access rights of a Client and its Users if it is informed of, or has reason to suspect, a violation of the GCU on the part of this Client or one of its Users or of the law or regulation in force.

Kolsquare will notify the suspension or restriction to the Client by email and will put him on notice to stop the violation. If this email remains without effect after eight (8) days, or in case of particularly serious violation of its obligations by the Client, Kolsquare may delete the Account of the Client and all its Users.

The deletion of the Client's Account implies the deletion of all its Influence data and the Client will no longer have access to the Platform as well as its Users. Upon written request of the Client within fifteen (15) days after the termination of the Subscription or the notification of the deletion of the Account, Kolsquare will send to the Client the data of his Account in a structured, commonly used and easily readable format within thirty (30) days following the date of receipt of this request.

11.2. Deleting a User's Account

A User's Account may be deleted in the event of termination of the Subscription from which he/she is authorised to use the Platform, in the event of non-renewal of the licence which granted access to the Platform to this User, or in the event of termination or transfer of this licence under the conditions provided for in the Subscription.

Kolsquare also reserves the right to suspend, restrict or remove the access rights of a User if it is informed of, or has reason to suspect, a violation of the TOS by this User or of the law or regulation in force.

Kolsquare will notify the User of the suspension or restriction by email and will give the User notice to cease the violation. If this email remains without effect after eight (8) days, or in case of particularly serious violation of its obligations by the User, Kolsquare may delete the User's Account.

The deletion of the User's Account implies the deletion of all his Influence data and the User will no longer have access to the Platform. Upon written request from the User within fifteen (15) days after the termination of the Subscription or notification of the deletion of the Account, Kolsquare will send the User the data of his Account in a structured format, commonly used and easily readable within thirty (30) days following the date of receipt of this request.

11.3. Deleting a KOL's Account

The KOL can delete his Account on Community at any time, by clicking on the dedicated button in his account settings and by following the procedure provided for this purpose.

The KOL's Account may also be suspended, restricted or deleted by Kolsquare if it is informed, or has reason to suspect, that it has violated the TOS or the law or regulation in force.

Kolsquare will notify the suspension or restriction to the KOL by email and will put him in default to stop the violation. If this email remains without effect after eight (8) days, or in the event of particularly serious violation of its obligations by the KOL or the law or regulation in force, Kolsquare can remove the Account of the KOL.

In all cases, the deletion of the KOL's Account will lead to the de-registration from the Platform and the termination of the contractual relationship with Kolsquare. Consequently, all data concerning the KOL will be deleted from Community under the following condition and the KOL will no longer have access to the Platform. Upon written request of the KOL within fifteen (15) days after the notification of the deletion of the Account, Kolsquare will send to the KOL the data of his Account in a structured, commonly used and easily readable format within thirty (30) days following the date of receipt of this request.

In any case, the KOL acknowledges and accepts that his data and content, made public by him directly or indirectly and automatically recovered by Kolsquare on its social networks, may continue to appear on Influence and that the KOL may continue to be contacted by Clients and Users through this means. The KOL recognizes in particular that Kolsquare has no way to prevent Clients and Users from contacting him at the email address made public by him on his social networks.

Kolsquare offers the possibility to refuse any communication from the Platform and sent by email containing the domain name mail.kolsquare.com. On the other hand, the KOL acknowledges that the Users and the Clients will be able to continue to contact him from the Platform if these Users and Clients have synchronized their Gmail mailbox to the Influence mailbox.

The KOL is informed that he/she may, in any case, request the deactivation of his/her profile on Influence in order to no longer be contacted through the Platform. This deactivation entails the deletion of all data relating to the KOL, including those made public by him/her on his/her social networks.



11.4. PROTECTION OF PERSONAL DATA

Kolsquare is required to collect and process Personal Data of Customers, Users and KOLs when they use the Platform.

Kolsquare's privacy policy, accessible at any time on the Platform, sets out what Personal Data is collected by Kolsquare, how and why it is used, to whom it is transmitted and how Kolsquare protects the privacy of Customers, Users and KOLs as well as their rights in accordance with the EU Regulation 2016/679, the so-called General Data Protection Regulation ("GDPR"). The privacy policy is also accessible and can be viewed at any time by clicking here.

Clients, Users and KOLs are informed that they can contact Kolsquare for any question concerning their data by email at the following address: privacy@kolsquare.com.

PERFORMANCE OF THE GTUs WILL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COURT OF APPEAL OF PARIS, EVEN IN THE EVENT OF PLURALITY OF DEFENDANTS OR AN APPEAL FOR WARRANTY.

—

12. MISCELLANEOUS

1. *Version of the TCU*

The GCU are written in French, this version being the only one opposable and prevailing over any other version. Any translated version is provided for information purposes only.

At the time of their first connection to the Platform, and before any access to the Services, the Clients, the Users and the KOLs must consent to the use of the Platform under the terms and conditions set out in the current GTU by ticking the box provided for this purpose. The use of the Platform after any subsequent modification of the GCU implies the acceptance to comply with the GCU in force without any reservation. Clients, Users and KOLs are therefore encouraged, before any use of the Platform, to consult the latest version of the GCU available by clicking on the "GCU" link at the foot of the Service page.

2. *Modification of the TCU*

Kolsquare reserves the right to modify and update the TCU at any time, and at its sole discretion.

In case of major changes to the TCU, a notification will be made by email to the Clients and Users, and in the form of a pop-up when they next connect to the KOLs, in order to inform them and to provide them with a link to the new version of the TCU.

The use of the Platform after the date of modification of the TCU implies their acceptance.

3. *Validity of clauses*

If one or more provisions of the TCU are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other provisions shall retain all their force and scope.

4. *Law and jurisdiction*

The GTU are subject to French law.

Any dispute to which the GTU may give rise shall be subject to an attempt at amicable resolution between the parties to the dispute. In the absence of amicable resolution AND IF APPLICABLE, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION OR