



ContentZa is a service provided by:

 **RESPAWN**
RESPAWN SAS
C/O CONTENTZA
104 Boulevard Magenta
75010 Paris
FRANCE

RCS Paris 808 391 452
Capital: 1,670.00 EUR
VAT: FR59808391452

For original french version feel free to ask your account manager.

ContentZa Advertisers Terms of Sales

1 Definitions

1.1 In these terms and conditions the following definitions apply:

Advertiser	means the Advertiser named in the Order
Advertiser Content	means the content provided by the Advertiser to ContentZa pursuant to the Contract or linked to within any link included within Advertiser Content including (without limitation): (i) any advertisements or third-party content included within the Advertiser Content (ii) thumbnails, headings or titles relating to main Advertiser Content
Click(s)	means the click through on a Recommendation by a Visitor to Advertiser Content or a link thereto placed on a Publisher Website pursuant to this Contract
ContentZa	means Respawn SAS , Company registered in France by the Registry of Commerce and Companies of Paris (RCS de Paris) under the Company Number 808 391 452 , with a Capital of 1,670.00 EUR , represented by his General Director Kevin Kouki .
Contract	means the agreement between ContentZa and the Advertiser in relation to the Services incorporating these Terms and the Order.
Effective Date	means the date of acceptance of an Order by ContentZa
Initial Term	means 1 month commencing from the Effective Date
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future;

- (e) to which the Supplier is or may be entitled; and
- (f) in whichever part of the world existing;

Order	means the insertion order completed by the Advertiser
Publisher(s)	means the third parties with whom ContentZa from time to time contract with the intent that the Widget be included on the website(s) operated by those Publisher(s) (“Publisher Websites”)
Services	means ContentZa’s inclusion of Advertiser’s Content amongst the content it recommends in the course of its Recommendations to Visitors via the Widget it procures be placed on Publisher Websites and the performance of its obligations under these terms and conditions;
Specification	means the description or specification for the Services set out in the Order;
Supplier	means the supplier whose details are set out in the Order;
Term	the Initial Term and all Renewal Terms (as defined in clause 2.5)
Value Added Tax or VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the supply of the Services;
Visitors	means visitors to the Publisher Websites.
Widget	the content recommendation distribution software ContentZa uses to process content recommendations to Visitors

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to the Contract includes the Terms, the Order and its schedule (if any);
- 1.2.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.5 clause headings do not affect their interpretation;
- 1.2.6 general words are not limited by example; and
- 1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 Application of the Terms

- 2.1 These Terms and the Order apply to and form the Contract for the supply of the Services by ContentZa to the Advertiser. They supersede any previously issued terms and conditions of supply and any Advertiser terms of purchase.
- 2.2 Marketing and other descriptive matter relating to Services are illustrative only, and do not form part of the Contract. The Advertiser agrees that, in submitting an Order, it has not relied on any representation or statement by ContentZa not set out in the Contract.
- 2.3 The submission of an Order to ContentZa will be deemed to be an offer by the Advertiser to contract with ContentZa on the terms set out in the Contract. ContentZa is deemed to accept that offer upon written acceptance of the Advertiser’s Order.
- 2.4 The Contract shall commence on the Effective Date and continue for the Term.
- 2.5 At the end of the Initial Term, the term of this Contract will automatically renew for additional, successive one year periods (each a “Renewal Term”) unless one party notifies the other in writing of

its intention not to renew at least 30 days prior to the end of the Term or the Contract is terminated in accordance with clause 14.

- 2.6 No variation of these terms or to an Order will be binding unless expressly agreed in writing and executed by a duly authorised signatory of ContentZa.

3 Provision of services

- 3.1 ContentZa will (subject to clause 3.5) through its network of partnering Publishers:

3.1.1 include (in the manner and to the extent in its absolute discretion) the Advertiser's Content amongst the content it recommends in the course of its recommendations to Visitors via the Widget it procures be placed on Publisher Websites ("Recommendations").

3.1.2 monitor and record the Clicks and make available to the Advertiser the said record within 24 hours.

- 3.2 The Services will begin on the Effective Date and (subject to clause 3.5) be performed for the Term.

- 3.3 ContentZa will not be liable for any delay in or failure of performance of the Services so far as caused by an event of Force Majeure or the Advertiser's failure to perform its obligations under the Contract.

- 3.4 ContentZa shall:-

3.4.1 perform the Services using reasonable care and skill;

3.4.2 obtain and maintain all licences, permits and other consents required for its performance of the Services; and

3.4.3 comply with all applicable laws and regulations (save that it assumes no responsibility for the Advertiser Content, which the Advertiser remains solely responsible including without limitation its obligations under clause 7.1).

- 3.5 ContentZa provides no warranty as to:

3.5.1 the frequency with which it will make Recommendations;

3.5.2 the number of Clicks (irrespective of the Fee Budget as defined below); or

3.5.3 the quality, nature, volume or any other characteristic or feature of any Publisher Website.

- 3.6 ContentZa may make any changes to the Services:

3.6.1 needed to comply with applicable law or safety requirements; or

3.6.2 which do not materially affect the nature or quality of the Services;

and will notify the Advertiser in advance of such changes.

4 Analytics

- 4.1 ContentZa is a self-campaign management platform. All the statistics will be available on the platform.

5 The Advertiser's obligations

- 5.1 The Advertiser will, during the Term:

5.1.1 make available to ContentZa links to the Advertiser Content in the format requested by ContentZa from time to time;

5.1.2 grant ContentZa and the Publishers a royalty free worldwide licence to access, index and use the Advertiser Content strictly for the purpose of including Recommendations on the Publisher Websites;

5.1.3 comply with its obligations under clause 7 in relation to the Advertiser Content;

5.1.4 pay to ContentZa the Fees as defined in clause 6.

- 5.2 The Advertiser permits ContentZa to use the Advertiser's name, logo and any trademarks (whether registered or unregistered) for the purpose of making Recommendations and for the purpose of promoting ContentZa's services by referring to the Advertiser as a client in its marketing or promotional material.

6 Fees

- 6.1 The Advertiser shall pay to ContentZa a fee per Click as set out in the Order or as varied pursuant to clause 6.6.
- 6.2 ContentZa shall within 14 days of the end of each calendar month during the Term (and at the end of the Term) send to the Advertiser an invoice detailing (1) the number of Clicks during that foregoing calendar month and (2) the corresponding Fee payable by the Advertiser for that foregoing calendar month.
- 6.3 The Advertiser shall do a pre-payment. When ContentZa has received the funds, the Advertiser will be able to buy some clicks until the balance is exhausted. The Advertiser agrees that pre-payments will not be refunded for any reason except if the contract is terminated by a Force Majeure reason.
- 6.4 The Advertiser shall pay to ContentZa any VAT applicable to the Fees in addition. The Fees stated thereon are exclusive of VAT.

7 Advertiser Content

- 7.1 The Advertiser will not include in the Advertiser Content any content which:
 - 7.1.1 fails to comply with any legal standard or requirement;
 - 7.1.2 is inaccurate or misleading;
 - 7.1.3 is discriminatory or offensive;
 - 7.1.4 contains pornography;
 - 7.1.5 contains defamatory remarks;
 - 7.1.6 (in the case of thumbnails, headings and other links) is unrepresentative of the page or content to which the link directs;
 - 7.1.7 links to or contains harmful computer viruses, malware or other similar prohibited coding;
 - 7.1.8 promotes or advertises (for sale or otherwise) any product or service which is illegal, or for which the offeror of the product or service does not possess any applicable licence, registration or qualification;
 - 7.1.9 would otherwise tend to bring ContentZa or a Publisher into disrepute;
 - 7.1.10 violates any third party Intellectual Property Rights.
- 7.2 ContentZa reserves the right in its absolute discretion to refuse to include for publication on any Publisher Website (as part of its Recommendations or otherwise) any Advertiser Content (or part thereof) that in ContentZa's opinion fails to comply with the provisions of clause 7.1.
- 7.3 The inclusion by ContentZa of any Advertiser Content in its Recommendations (for any period of time) does not:
 - 7.3.1 limit or exclude the Advertiser's responsibilities and liability under clause 7.1;
 - 7.3.2 limit or waive ContentZa's rights under this clause 7.2; or
 - 7.3.3 constitute any warranty, representation or advice by ContentZa as to the legality, suitability or any other quality of the Advertiser Content.

8 Failure of or delay in performance

- 8.1 If ContentZa is prevented or delayed in performing the Services by any cause attributable to the Advertiser, or the Advertiser fails to pay any Fees due to ContentZa under the Contract by the date they fall due, ContentZa (without prejudice to its other rights):
 - 8.1.1 may suspend performance of the Services until the Advertiser remedies its default;
 - 8.1.2 will not be liable for any costs or losses sustained by the Advertiser as a result of such suspension; and

8.1.3 may charge the Advertiser costs or losses incurred by ContentZa arising from the Advertiser's default subject to clause 9.

9 Liability

9.1 ContentZa does not exclude its liability:

9.1.1 for death or personal injury caused by its negligence; or

9.1.2 for fraud or fraudulent misrepresentation.

9.2 ContentZa will not be liable for:

9.2.1 loss of data or use;

9.2.2 any form of indirect, consequential or special loss; or

9.2.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;

and, in each case, however arising.

9.3 ContentZa limits its liability (however arising) in respect of or in connection with the Services, and otherwise in connection with the Contract, to the total sums paid by the Advertiser to ContentZa under the Contract in the last month period preceding the last of the events giving rise to the claim, whichever is the greater.

10 Indemnity

10.1 The Advertiser shall indemnify, keep indemnified and hold harmless ContentZa from and against all losses suffered or incurred by it arising out of or in connection with:

10.1.1 Any non-compliance of the requirements at clause 7.1 in respect of the Advertiser Content; or

10.1.2 Any other act or omission by the Advertiser that is in breach of this Contract.

11 Intellectual Property Rights

Nothing in the Contract will affect the rights (including Intellectual Property Rights) (1) in the Widget and Services which are and shall remain vested in ContentZa or any licensor of the Widget (2) in the Publisher Websites which are and shall remain vested in the Publishers and (3) in the Advertiser Content which are and shall remain vested in the Advertisers.

12 Confidentiality

12.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:

12.1.1 any information which was in the public domain at the date of the Contract;

12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

12.1.3 is independently developed by the other party without using information supplied by the first party; or

12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

12.2 This clause 12 will remain in force for a period of 2 years from the date of termination of the Contract.

13 Force Majeure

13.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract ("Force Majeure"). Failure to pay or be paid is not Force Majeure.

13.2 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- 13.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 13.2.2 uses reasonable endeavours to minimise the effects of that event.
- 13.3 If, due to Force Majeure, a party:
 - 13.3.1 is or will be unable to perform a material obligation; or
 - 13.3.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days OR total of more than 60 days in any year;
the other party may, within 30 days, terminate this Contract on immediate notice OR the parties will, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

14 Termination

- 14.1 Either party may terminate the Contract on 3 days' written notice during the 14 days period commencing on the Effective Date.
- 14.2 The Contract may be terminated forthwith at any time by either party on written notice to the other if:
 - 14.2.1 the other commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 5 days of written notice requiring that party to do so;
 - 14.2.2 the other: (i) suspends or threatens to suspend payment of its debts, (ii) is unable to pay its debts as they fall due or (iii) is unable to pay its debts (being a company) within the meaning of s 123 of the Insolvency Act 1986 or (being an individual) within the meaning of s 268 of the Insolvency Act 1986 or (being a partnership) there is any partner to whom any of the foregoing applies;
 - 14.2.3 the other: (i) negotiates with its creditors for rescheduling of its debts, (ii) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (iii) makes an application to court for protection from its creditors generally;
 - 14.2.4 the other passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other;
 - 14.2.5 a receiver or administrative receiver may be or is appointed in relation to the other or any of its assets;
 - 14.2.6 any creditor of the other attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the other's assets, and such attachment or process is not discharged within 14 days;
 - 14.2.7 the other takes or suffers any action similar to any of the above in any jurisdiction;
 - 14.2.8 there is a material change in the management, ownership or control of the other;
 - 14.2.9 the other suspends trading, ceases to carry on business, or threatens to do either;
 - 14.2.10 the other (being an individual) dies or ceases to be capable of managing his own affairs; or
 - 14.2.11 the other is subject to an event of Force Majeure under clause 12*.
- 14.3 Unspent budget will not be refunded except if the Contract termination is a Force Majeure. Within 14 days of termination of the Contract for any reason ContentZa shall provide to the Advertiser an invoice with cancellation fees equals to the Advertiser's unspent budget in order to clear the accounting account.

15 General

15.1 Severability

If any part of these Terms are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

15.2 Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

15.2.1 by first-class post: two Business Days after posting;

15.2.2 by airmail: seven Business Days after posting;

15.2.3 by hand: on delivery; and

15.2.4 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

15.3 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

15.4 Rights of Third Parties

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.5 Entire Contract

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

15.6 Succession

The Contract will bind and benefit each party's successors and personal representatives.

15.7 Governing Law and Jurisdiction

15.7.1 The Contract is a French-law Contract and will be governed by the law of France.

15.7.2 Disputes will be submitted to the exclusive jurisdiction of the courts of the *Tribunal de Commerce de Paris*.

Paris, the 22th of January 2018.

COMPANY INFORMATION	PUBLISHER	
Company Name:		
Company registration number:		
Address:		
City:		
Postcode:		
Country:		
Contact:		
VAT (if applicable):		
Web Address:		
Skype id for account manager:		
AGREED BY	CONTENTZA	PUBLISHER
Date signed (DD/MM/YY):		
Name:	Julien Barmas	
Title:	President	

CONTENTZA INSERTION ORDER

ContentZa's Publishers Terms & Conditions (v1.3 – of 1st Jan. 2017)

1. Definitions

1.1. In these terms and conditions, the following definitions apply:

Confidential Information	means any commercial, financial or technical information relating to the products, services, plans, know-how or trade secrets, which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
ContentZa	means Respawn SAS , Company registered in France by the Registry of Commerce and Companies of Paris (RCS de Paris) under the Company Number 808 391 452 , with a Capital of 1,670.00 EUR , represented by his General Director Kevin Kouki .
Contract	means the agreement between ContentZa and the Publisher in relation to the Services incorporating these terms and the Order;
Effective Date	means the date of acceptance of an Order by ContentZa
Initial Term	means 12 months commencing from the Effective Date
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: <ul style="list-style-type: none">(a) whether registered or not;(b) including any applications to protect or register such rights;(c) including all renewals and extensions of such rights or applications;(d) whether vested, contingent or future;(e) to which the Supplier is or may be entitled; and(f) in whichever part of the world existing;
Order	means the insertion order completed by the Publisher
Publisher	means the publisher named in the Order
Services	means ContentZa's provision of the Widget to the Publisher, its Recommendations to Visitors as defined in clause 2.1 and the performance of its obligations under these terms and conditions
Specification	means the description or specification for the Services set out in the Order;

Supplier	means the supplier whose details are set out in the Order;
Term	the Initial Term and all Renewal Terms (as defined in clause 2.3)
Value Added Tax or VAT	means value added tax under the French Value Added Taxes or any other similar sale or fiscal tax applying to the supply of the Services;
Force Majeur	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to), fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract ("Force Majeure"). Failure to pay or be paid is not Force Majeure.

1.2.

1.2. Unless the context otherwise requires:

- 1.2.1. each gender includes the others;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. references to the Contract includes the Terms, the Order and its schedule (if any);
- 1.2.4. references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.5. clause headings do not affect their interpretation;
- 1.2.6. general words are not limited by example; and
- 1.2.7. references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Application of the Terms

- 2.1. The submission of an Order to ContentZa will be deemed to be an offer by the Publisher to, throughout the Term, place a widget supplied by ContentZa ("the Widget") on the websites listed in the Order and to permit ContentZa, throughout the Term, to utilise information provided to it by the Widget in order to make recommendations regarding:
 - 2.1.1. videos and other content owned by or licensed to the Publisher ("the Publisher Material")
 - 2.1.2. videos and other content supplied by third party advertisers ("the Advertisers") who pay ContentZa to promote them ("ContentZa Sponsored Material")(together referred to herein as "Recommendations") to Website visitors ("the Visitors").
- 2.2. Upon the written acceptance of an Order, ContentZa grants the Publisher the right during the Term to place the Widget on the Websites ("Placement") and to display Recommendations to Visitors.
- 2.3. At the end of the Initial Term, the term of this Contract will automatically renew for additional, successive one-year period (each a "Renewal Term") unless one party notifies the other in writing of its intention not to renew at least 30 days prior to the end of the Term or the Contract is terminated in accordance with clause 12.
- 2.4. Marketing and other descriptive matter relating to Services are illustrative only, and do not form part of the Contract. The Publisher agrees that, in submitting an Order, it has not relied on any representation or statement by ContentZa not set out in the Contract.
- 2.5. These Terms apply to and form part of the Contract for the supply of the Services by ContentZa to the Publisher. They supersede any previously issued terms and conditions of supply.

- 2.6. No terms or conditions endorsed on, delivered with, or contained in the Order, confirmation of order, specification or other document will form part of the Contract.
- 2.7. No variation of these terms or to an Order will be binding unless expressly agreed in writing and executed by a duly authorized signatory of ContentZa.
- 2.8. A contract will be formed upon ContentZa's written acceptance of an Order.
- 3. Provision of services**
- 3.1. ContentZa will provide the Services to the Publisher in accordance with the Contract and the Specification.
- 3.2. The Services will begin on the Effective Date and be performed for the Term.
- 3.3. ContentZa will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an event of Force Majeure or the Publisher's failure to perform its obligations under the Contract.
- 3.4. ContentZa may make any changes to the Services:
 - 3.4.1. needed to comply with applicable law or safety requirements; or
 - 3.4.2. which do not materially affect the nature or quality of the Services;and will notify the Publisher in advance of such changes.
- 4. ContentZa's obligations**
- 4.1. ContentZa shall pay to the Publisher 60% of the adjusted gross revenue ContentZa receives from the Advertisers in each month of the Term for Visitors clicking on Recommendations on the Websites to view ContentZa Sponsored Material as determined by ContentZa and the Advertisers at the end of each month.
- 4.2. ContentZa shall make the payment referred to in clause 4.1 within 20 days of the end of the month in which the revenue was generated. Minimum payment is 200 USD. As ContentZa is an European company, ContentZa will pay European Publishers with EUR using SEPA wire at the monthly exchange rate published in the European Official Journal. Non-European Publishers will be paid in USD with shared transfer fees. European Publishers can ask to be paid in USD but shared transfer fees may apply especially while using international transfers.
- 4.3. If the Publisher (i) is registered for European VAT, (ii) is not a French company, (iii) and has provided to ContentZa its relevant VAT number, ContentZa will not add VAT to the payments due to the Publisher, reverse charge will apply. For non-European Publishers, there is no VAT.
- 4.4. ContentZa shall:
 - 4.4.1. perform the Services using reasonable care and skill;
 - 4.4.2. obtain and maintain all licenses, permits and other consents required for its performance of the Services; and
 - 4.4.3. comply with all applicable laws and regulations;
- 5. Publisher's obligations**
- 5.1. Once the Order has been accepted by ContentZa, the Publisher will place the Widget on all Website article pages in the same location and in accordance with the same specifications shown in the Order throughout the Term.
- 5.2. The Publisher will notify ContentZa in writing if it intends to place the Widget:
 - 5.2.1. in a location other than as specified in the Order;
 - 5.2.2. on any article page that uses pagination, fly-outs, interstitials, multimedia module or that refreshes the Widget with each page view; or
 - 5.2.3. a non-article page (e.g. a gallery or slideshow page),so that ContentZa can approve each such location and provide the Publisher with specific code for such other locations.

- 5.3. The Publisher grants ContentZa, during the Term, the right to interact with the Widget on the websites for the purposes of developing and serving Recommendations to Visitors and agrees not to take any action which might impede ContentZa providing these services.
 - 5.4. The Publisher will maintain each Placement throughout the Term and shall comply with any relevant law or regulation with respect to the Placement by including an attribution to ContentZa in a form that has either been provided by ContentZa or approved by it.
 - 5.5. The Publisher will allow ContentZa, at any time during the Term to conduct tests on how visitors interact with Publisher Material and ContentZa Sponsored Material.
 - 5.6. The Publisher will not, either by itself or by encouraging others to do so, directly or indirectly:
 - 5.6.1. use, post or promote the Widget or any Recommendations in association with any material or content which is, or which may be reasonably considered to be illegal, unlawful under any applicable laws, pornographic, obscene, gambling-related, weapon or ammunition related, violent, libelous, defamatory, indecent, offensive, invasive to privacy, abusive, threatening, harmful, vulgar, possibly capable of inciting racial hatred, discriminatory, in breach of confidence or lacking in necessary authorizations, approvals, consent or licenses;
 - 5.6.2. disparage, devalue or diminish the reputation of ContentZa, the Widget, or the ContentZa Sponsored Material;
 - 5.6.3. modify, change, edit, amend, truncate, alter, bypass or reorder any aspect of the Widget or Recommendations;
 - 5.6.4. generate clicks on Recommendations through any automated, deceptive, fraudulent or other means that is designed to generate clicks that are not the willing actions of human end users who possess an independent desire to engage with the content on the relevant pages;
 - 5.6.5. copy, crawl, index, cache or store any information derived by ContentZa, or contained in or concerning a Recommendation; or
 - 5.6.6. provide ContentZa any personally identifiable information concerning any Visitor or other person.
 - 5.7. The Publisher shall provide ContentZa with a VAT invoice whenever requested by ContentZa.
 - 5.8. The Publisher will co-operate fully with ContentZa and follow ContentZa's reasonable instructions in relation to the performance of the Services;
 - 5.9. The Publisher warrants that:
 - 5.9.1. it owns and operates the Websites;
 - 5.9.2. the Publisher Material is either owned by the Publisher or properly licensed;
 - 5.9.3. it has the full right and authority to grant the rights contained in these terms; and
 - 5.9.4. the Publisher Material and ContentZa's use of Publisher Material will not infringe upon the rights of any third party.
 - 5.10. The Publisher acknowledges that if it chooses to use the Widget to recommend Publisher Material, the Widget will need to rely upon the Publisher's embedded video player to play Publisher Material that shall be streamed directly from the Publisher's servers in response to Visitor's selections. The Publisher shall:
 - 5.10.1. permit ContentZa to access Publisher's Material for indexing and other purposes relating to the Services by providing to ContentZa a Media RSS feed or, with Publisher's approval, credentials that shall permit ContentZa to access Publisher's Material management system; and
 - 5.10.2. place and action script code snippet provided by ContentZa in Publisher's video player that will allow ContentZa to track video views and to generate playlists on the Widget.
 - 5.11. The Services are provided at the Publisher's request and the Publisher is responsible for verifying that the Services are suitable for its own needs.
- 6. Failure of or delay in performance**
- 6.1. If ContentZa is prevented or delayed in performing the Services by any cause attributable to the Publisher, ContentZa (without prejudice to its other rights):

- 6.1.1. may suspend performance of the Services until the Publisher remedies its default;
- 6.1.2. will not be liable for any costs or losses sustained by the Publisher as a result of such suspension; and
- 6.1.3. may charge the Publisher in case of fraud (and the Publisher will pay) costs or losses incurred by ContentZa arising from the Publisher's default subject to clause 7.

7. Liability

- 7.1. ContentZa does not exclude its liability for fraud or fraudulent misrepresentation.
- 7.2. ContentZa excludes its liability in case of technical issues.
- 7.3. Neither party will be liable for:
 - 7.3.1. loss of data or use;
 - 7.3.2. any form of indirect, consequential or special loss; or
 - 7.3.3. any loss of or failure to realize expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;
and, in each case, however arising.
- 7.4. Other than as set out above, ContentZa limits its liability (however arising) in respect of or in connection with the Services, and otherwise in connection with the Contract, to 1,000 euros OR 110% of the total sums paid or payable by ContentZa to the Publisher under the Contract in the six-month period preceding the last of the events giving rise to the claim, whichever is the greater.

8. Indemnity

- 8.1. The Publisher shall indemnify, keep indemnified and hold harmless ContentZa from and against all losses suffered or incurred by it arising out of or in connection with:
 - 8.1.1. Any act or omission by the Publisher that is in breach of this Contract;
 - 8.1.2. Any third-party claim relating to the provision, supply or use of the Services to the extent that any such claim relates to any act, neglect or default of the Publisher; and
 - 8.1.3. A claim that the Websites or any of their content (including Publisher Material) violates a third-party trade mark, trade secret, copyright, patent or privacy right.
- 8.2. If the Publisher remove his Widgets before the end of the Term
- 8.3. In case of Termination, if the Publisher removes his Widgets before the end of the written prior notice of 2 months, or if the Publisher removes his Widgets without noticing ContentZa at least 2 months before the date he removes his Widgets, the Publisher will lose all his currently unpaid commissions as an Indemnity for ContentZa.

9. Intellectual Property Rights

- 9.1. Nothing in the Contract will affect the rights (including Intellectual Property Rights) (1) in the Widget and Services which are and shall remain vested in ContentZa (2) in the Websites and Publisher Material which are and shall remain vested in the Publisher and (3) the ContentZa Sponsored Material which are shall remain vested in the Advertisers.

10. Confidentiality

- 10.1. Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:
 - 10.1.1. any information which was in the public domain at the date of the Contract;
 - 10.1.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 10.1.3. is independently developed by the other party without using information supplied by the first party; or
 - 10.1.4. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

- 10.2.** This clause 10 will remain in force for a period of 2 years from the date of termination of the Contract.
- 11. Force Majeure**
- 11.1.** A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 11.1.1. promptly notifies the other of the Force Majeure event and its expected duration; and
 - 11.1.2. uses reasonable endeavors to minimize the effects of that event.
- 11.2.** If, due to Force Majeure, a party:
- 11.2.1. is or will be unable to perform a material obligation; or
 - 11.2.2. is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days OR total of more than 60 days in any year;
- the other party may, within 30 days, terminate this Contract on immediate notice OR the parties will, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.
- 12. Termination**
- 12.1.** Either party may terminate the Contract on written notice during the 30-day period commencing on the day the Widget is first rendered visible to Visitors on a Website.
- 12.2.** The Contract may be terminated forthwith at any time by either party on written notice to the other if:
- 12.2.1. the other commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 5 days of written notice requiring that party to do so;
 - 12.2.2. the other: (i) suspends or threatens to suspend payment of its debts, (ii) is unable to pay its debts as they fall due or (iii) is unable to pay its debts (being a company) within the meaning of the french law n° 2005-845 (loi numéro 2005-845) or (being an individual) within the meaning of the article L330-1 of the French consumer code (article L330-1 du Code de la consommation) or (being a partnership) there is any partner to whom any of the foregoing applies;
 - 12.2.3. the other: (i) negotiates with its creditors for rescheduling of its debts, (ii) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (iii) makes an application to court for protection from its creditors generally;
 - 12.2.4. the other passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other;
 - 12.2.5. a receiver or administrative receiver may be or is appointed in relation to the other or any of its assets;
 - 12.2.6. any creditor of the other attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the other's assets, and such attachment or process is not discharged within 14 days;
 - 12.2.7. the other takes or suffers any action similar to any of the above in any jurisdiction;
 - 12.2.8. the other suspends trading, ceases to carry on business, or threatens to do either;
 - 12.2.9. the other is subject to an event of Force Majeure under clause 11.
- 12.3.** The Contract may be terminated forthwith at any time by either party on prior written notice of 2 months.
- 12.4.** On termination of the Contract for any reason the Publisher shall immediately remove the Widget from the Websites.
- 13. General**
- 13.1. Time**
- Unless stated otherwise, time is not of the essence of any date or period specified in these terms.

13.2. Severability

If any part of these Terms is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

13.3. Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

13.3.1. by first-class post: two Business Days after posting;

13.3.2. by airmail: seven Business Days after posting;

13.3.3. by hand: on delivery; and

13.3.4. by e-mail: on receipt of a delivery or read receipt mail from the correct address.

13.4. Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

13.5. Rights of Third Parties

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) of the french Civil Code act 1199 (Article 1199 du Code civil) or otherwise.

13.6. Priority

These Terms prevail over those of the Order.

13.7. Entire Contract

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

13.8. Succession

The Contract will bind and benefit each party's successors and personal representatives.

13.9. Governing Law and Jurisdiction

13.9.1. The Contract will be governed by the law of England and Wales.

13.9.2. Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

13.10. French version

The Publisher may ask his ContentZa account manager in order to get the current Terms and Conditions in original french version.

RESPAWN SAS:

Name : Julien Barmas

THE PUBLISHER:

Name :