

Social Media

#TOURISME

GENERAL TERMS AND CONDITIONS OF SALE FOR SOCIAL MEDIA OFFERS BY NEGOCOM ATLANTIQUE

1. **Purpose:** These General Terms and Conditions of Sale ("GTC") are intended to specify the general clauses of execution and settlement applicable to the services performed by Negocom Atlantique, a limited liability company with a share capital of 313,000 euros, headquartered 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").
2. **Applicability:** The GTC are systematically provided or delivered to each customer, whether an individual or legal entity (hereafter "the Client"), along with the order form issued by NEGOCOM Atlantique. The Client expressly acknowledges having been informed, prior to placing their order and the conclusion of the contract, in a clear and comprehensible manner. These GTC prevail over any other document, particularly any general conditions that might be opposed to NEGOCOM Atlantique. Consequently, the Client's acceptance of the contract implies their unconditional adherence to these GTC, except for special conditions agreed upon in writing by NEGOCOM Atlantique to its Client.
3. **Scope of Contract:** NEGOCOM Atlantique will assist its Client in managing their social media pages by defining existing needs, taking charge of creating editorial coherence, planning, and content creation at a frequency defined by the selected tariff option. NEGOCOM Atlantique will also provide regular reporting of the actions taken.
4. **Contract Duration:** This contract validates a commitment of 6 or 12 months without tacit renewal.
5. **Contract Termination:** NEGOCOM Atlantique reserves the right to terminate the contract at any time if it is unable to obtain all the technical elements necessary from its Client to fulfill its mission. The Client may not terminate their contract during the period except in the case of serious fault by NEGOCOM Atlantique. Any partial or total cancellation of the contract by the Client from the date of signing will result in the Client being liable to pay NEGOCOM Atlantique the full amount due under the cancelled contract as compensation, without prejudice to any additional costs that may be due,

with proof.

6. **Billing:** The invoice for the service will be issued in full after the implementation of the contract. Payment may be made in one or more installments, or even on a monthly basis, by bank transfer, direct debit, 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 sum not paid by the invoice due date or monthly installment (if payment is monthly) will automatically incur penalties from the day following the due date at an amount equal to 10 times the legal interest rate. These penalties are payable by right and will automatically be debited from the Client's account. For professional Clients 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 exceed the aforementioned amount, NEGOCOM Atlantique reserves the right to seek any additional compensation on proof. In case of non-payment, even partial, by the due date, NEGOCOM Atlantique reserves the right to suspend its actions 15 days after an unsuccessful formal notice.
7. **Commission on Social Media Space Purchase:** For any advertising space purchased on social media platforms on behalf of its clients, Negocom Atlantique, along with its social media branch, will apply an agency commission rate of 30%. This rate applies to the total amount of the space purchase before taxes and other possible fees. This commission deducted from the value of space purchases on social networks is intended to cover the services of management, planning, negotiation, and optimization of advertising campaigns conducted on social media. All transactions of purchasing advertising space are subject to this condition, which forms an integral part of the service contract established between Negocom Atlantique and the client.
8. **Confidentiality of Personal Data:** NEGOCOM Atlantique commits to ensuring the confidentiality of personal data provided by its Client and to respecting privacy policies and applicable data protection laws. The Client's personal data are collected by NEGOCOM Atlantique at the time of contract signing to enable the creation of the client account and management of social media pages. These may be subject to computerized processing for professional purposes and will be kept for a duration corresponding to the duration of the contractual relationship.
9. **Data Access:** The Client may at any time access information concerning them, request its extraction, under the conditions provided by law, to modify them, request the restriction of their use, or even to delete them.
10. **GDPR Compliance:** In accordance with the General Data Protection Regulation (GDPR), each client may exercise their rights by contacting the data protection officer of NEGOCOM Atlantique, Mr. Frédéric LARZINIÈRE, using the following contact details: By mail at NEGOCOM ATLANTIQUE - 134 Avenue du Maréchal Juin, Building 1857, Hall A, 24000 Périgueux; by email: manager@negocom-atlantique.com; by phone: 05.53.03.99.02.
11. **Intellectual Property Rights:** The Client must ensure that the dissemination of the content provided does not infringe any intellectual property rights belonging to third

parties, particularly regarding the rights of use of photos, illustrations and fonts. The Client expressly declares to hold all necessary rights to exploit the content (texts, photos, fonts, ...) disseminated and that this content complies with current laws and regulations including personal rights, image rights, and privacy rights.

12. **Ownership of visual content** (photos, videos) produced by Negocom Atlantique under the Social Media contract: As part of the contractual relationship between Negocom Atlantique and the client, it is agreed that photographs and videos taken by Negocom Atlantique employees for the exclusive purpose of managing the client's social media pages remain the exclusive property of Negocom Atlantique.

13. The client may purchase photographs for use on its digital media (website, newsletter, social media).

For as long as the client is contractually bound to Negocom Atlantique for the management of its social media, the provided photographs under this contract may only be published through Negocom Atlantique on the medias covered by the contract.

The client agrees not to independently publish these photographs on said media during this period. However, the user is authorized to use said photographs on other digital media not managed by Negocom Atlantique, such as its website or newsletter.

Any violation of this clause may result in appropriate action, in accordance with applicable legal provisions.

14. **Client Guarantees:** The Client also guarantees NEGOCOM Atlantique against any claims and actions from rights holders (notably rights of reproduction, adaptation, dissemination, and representation), and more generally, against anyone who might feel aggrieved by the Content in any way.

15. **Disclaimer of Liability:** The liability of the Publisher cannot be engaged in case of temporary visibility breakdown due to a malfunction or congestion of the Internet network or a malfunction of one or more social platforms concerned by this contract.

16. **Rules Related to the Content of the Client's Website Linked by Social Media Campaigns:** The Publisher cannot be held responsible for the content of the Client's Website to which internet users and other Advertisers will have access via a destination URL click from the created content. The Client commits that the content of its website accessible by a click on the destination URL from the content disseminated on the networks is directly related to this content and complies with the laws and regulations in force. The Client will also be the sole manager of any requests possibly addressed by internet users following a click on the destination URL from the disseminated Content. The Client will be responsible for all requests and disputes with internet users, particularly those related to its contractual commitments and the content of its offers. Any commercial operation between the Client and an internet user who had access to its

website via a URL click on the social network managed by NEGOCOM Atlantique falls under the sole legal and declarative responsibility of the Client, NEGOCOM Atlantique excluding all liability.

17. **Disputes and Jurisdictional Clause:** When a party does not comply with the conditions of the contract 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.
18. **Jurisdiction:** All disputes to which the services performed by NEGOCOM Atlantique under these GTC could give rise, concerning their validity, interpretation, execution, termination, their consequences, and follow-ups and which could not have been resolved amicably between the Publisher and the Client will be brought before the courts of Périgueux.

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