

Special Terms and Conditions of Sale - Social Ads

These special terms and conditions of sale (hereafter “**Special Terms and Conditions of Sale**” or “**the STCSs**” govern the relationship between:

APVO, a company under Californian law, with its head office located at 160 Spear Street, Suite 1620, San Francisco, CA 94 105, USA, which operates the site www.viadeo.com,

hereafter “APVO”,

On the one hand,

AND

The Member of the Website whose domain name is www.viadeo.com, within the meaning of the General Terms of Use of said site, who has subscribed to one of the paid services offered by APVO in accordance with the modalities specified below,

hereafter “the Subscriber”

On the other hand.

Preamble

The company APVO operates an internet site which can be accessed via the address www.viadeo.com, using available technologies, in particular a computer or mobile terminal, which allows Members to create and publish online, subject to certain conditions, their professional profile in order in particular to expand their professional network, find professional opportunities, exchange ideas, especially by means of communicating with other members, participating in forums created and administered by themselves or by members, or by advertising events, all in direct relation to their professional activities (hereafter referred to as “*the Site*”).

This Member has registered with the Site and thereby accepted the General Terms of Use of said Site, which constitute a contract between APVO and the Member and provide the latter with access, subject to the stipulated conditions, to the free-of-charge services of said Site.

The Member has also decided to use an optional chargeable service provided by APVO, which consists of the distribution of advertisements to the other Members, and thus to accept the present Special Terms and Conditions of Sale when subscribing to this optional service (hereafter referred to as “the Social Ads Subscription”).

In taking out this Subscription, the Subscriber confirms that they have read the present Special Terms and Conditions of Sale and agrees to adhere to these without exception by ticking the appropriate box.

The present Special Terms and Conditions of Sale constitute a Contractual Document within the meaning given in the General Terms of Use of the Website www.viadeo.com and form an integral part of the Contract agreed between the Member and APVO, which consists of said General Terms of Use of the Site and the Contractual Documents.

If the Member does not wish to adhere to any of the obligations or conditions contained within these Special Terms and Conditions of Sale, they are asked not to take out the Social Ads Subscription.

Article 1 – Taking out the “Social Ads” Subscription

Any person wishing to take out a Social Ads Subscription must first have registered as a Member of VIADEO and have read and accepted in full the General Terms of Use of the Site.

To take out a Social Ads Subscription, the Member must connect to the VIADEO site and click on the “Social Ads” icon.

The Member will then be presented with an interface which will allow them to (i) create the advert which they wish to distribute to the other Members (hereafter “the Ad or “the Ads”), (ii) to specify the details of its distribution, (iii) to confirm their choices via their order summary and to pay the cost of this order. This interface will be referred to hereafter as “The Social Ads Set Up Pages”.

Before final confirmation of their order, the Member must tick the box marked “*I have read and understood the Special Terms and Conditions of Sale*”, thereby confirming that they have read the present Special Terms and Conditions of Sale and agree to adhere to these in full. The Member will now become the Subscriber.

Article 2 – Description of service

2.1. – Content of Ads

The Ad will include a title, the text of the Ad itself, a link to the Viadeo profile of the Subscriber or another URL (website etc.) and/or other content offered by The Social Ads Set Up Pages.

The content of the Ad and the reference URL within it must strictly comply with the rules set out in article 2 of the General Terms of Use of the site viadeo.com, and article 3 of the present Special Terms and Conditions.

2.2. – Specification and monitoring of distribution

The Subscriber can specify the distribution of their Ad by defining, in accordance with the conditions, in particular those relating to pricing, offered by The Social Ads Set Up Pages the number of displays of the Ad, in particular on the Dashboard of the Viadeo Site during the first Period of distribution, the category/ies of the targeted Members (hereafter “*the Target*”, and the date and time of the start of distribution.

The Subscriber can opt to begin the distribution immediately; if this is possible, given the service restrictions (in particular in relation to the availability of the Subscriber’s desired target), the date and time at which the distribution will start will be the time at which the transaction is confirmed via The Social Ads Set Up Pages. The time of confirmation will be rounded to the next full hour (e.g.: 20:00 for a confirmation made at 19:15), but the distribution will begin at the actual time of final confirmation (in the example shown, the Subscriber will therefore have an additional 45 minutes of distribution).

If the Subscriber opts to distribute their Ad at a later time, or if there is no other option, in particular because the Target selected is unavailable at the date and time desired, a calendar accessible via The Social Ads Set Up Pages will allow them to select the date and time of the first distribution of their Ad, depending on the availability of the service.

The distribution will last for seven (7) days from the date and time selected in the way specified above (hereafter “*the Duration*”, consisting of six (6) periods of twenty-four (24) hours (hereafter referred to as “*the Period*” or “*the Periods*”; hours falling on a Saturday or Sunday will count for half (thus, a Saturday or Sunday (24 hours) is counted as 12 hours).

Once the Ad, the distribution and the transaction have been confirmed via The Social Ads Set Up pages the Subscriber can monitor the progress of their Ad using the Social Ads configuration pages, available from their account.

By clicking on this icon, they can consult the number of displays delivered, the number of clicks and the click rate of the Ad, for each Period, and the total number of displays delivered between the start of the distribution and the access to the website.

The Subscriber can also modify their Ad during its distribution, consult a history of the different versions of said Ad since the start of its distribution, and opt to reactivate a previous version, which will then be the new version distributed.

The Subscriber can at any time end the distribution of the Ad, which will result in the early termination of the Subscription subject to the conditions specified in article 4.2 below.

2.3. APVO’s obligations in relation to the distribution of the Ad

APVO agrees to distribute the Ad to the Members, in particular via their Viadeo page, in accordance with the settings selected by the Subscriber when taking out the Subscription, in particular in relation to the Target, the country and the number of displays, subject to the conditions and limits below in relation to the number of displays.

When taking out the subscription, the Subscriber selects the number of times their Ad is to be displayed to the Members during the first Period (hereafter "*Initial number of displays*"), in accordance with the conditions, in particular those relating to pricing, set out in The Social Ads Set Up Pages. The price will vary depending on the Initial number of displays selected.

APVO agrees to display the Ad to a number of Members equal to the Initial number of displays (hereafter "*Obligation 1*"). If this obligation is not complied with, the Subscriber will be entitled to a refund, subject to the conditions and limits set out below.

The number of displays for the Periods following the first period will be determined on the basis of the number of clicks on the Ad during the preceding Period, using a variable, hereafter referred to as the "*Bonus impressions per click*", defined within The Social Ads Set Up Pages. The clicks taken in account for this purpose are defined in article 2.4 below.

The number of displays for each Period following the first Period, determined on the basis of the distribution of the Ad and the Earnings per click from the preceding Period, will be free to the Subscriber (hereafter "*Bonus Impressions*").

APVO agrees to supply the number of displays earned in each Period (with the exception of the first Period), up to a limit (hereafter "*the Limit*") equal to the Initial number of displays multiplied by a predetermined Coefficient (hereafter "*Obligation 2*").

The Coefficient in question will vary by the Country in which the Ad is distributed. It can be viewed, for each country, by clicking on the following link: http://www.viadeo.com/downloads/cgv/socialAds_coefficient.pdf.

If, for a given Period, the number of displays of the Ad delivered by APVO is below the Initial number of displays (for the first Period) or the Number of displays procured (for the subsequent Periods) and is also below the Limit for the Period in question, the number of displays not delivered during this Period can be reimbursed by APVO, subject to the following conditions.

At the end of the Period of distribution of the Ad, the number of displays delivered by APVO in each period, up to the Limit for each of these periods, hereafter referred to as the "*Total of displays delivered*" will be added to the total of APVO's Obligations (Obligation 1 + Obligation 2, hereafter referred to as the "*Total of Obligations*").

Any refund owed to the Subscriber will be calculated using the following formula:

$$\text{Refund} = (1 - [\text{Total of displays delivered}] / [\text{Total of Obligations}]) * (\text{Total price of Ad})$$

where the Total price of the Ad is equal to the price paid by the Subscriber to APVO at the time of confirmation of the Subscription (i.e. the price of the chosen distribution + price of any targeting selected by the Subscriber).

If, according to the above formula, a Refund is owed to the Subscriber, the latter will be informed of this via an email sent to the address provided when they registered with the Site.

Upon receiving this message, the Subscriber must contact customer services by clicking on the following link: <http://viadeo.epticahosting.com/selfviadeo/submit.do>, in order to confirm their postal address and activate the refund process.

If the Subscriber initially paid for their Subscription using a bank card, the Refund will be sent to them, depending on their country of residence, either in the form of a cheque in the currency used to pay for the Subscription or by means of a transfer credited to the account used for the initial payment, in the currency used for that payment, within a period of one month from receipt by APVO of the email confirming their postal address and the activation of the refund process.

If the Subscriber initially paid for the Subscription using a PayPal account, the Refund will be made using this account, following receipt by APVO of the email activating the refund process.

2.4. – Clicks taken into account in the calculation of the Bonus Impressions

Only the following clicks will be taken into account in the calculation of the Number of displays procured for each period:

- Clicks on the name of the Subscriber (if stated in the Ad) which link to their Viadeo profile, if the title of the Ad includes a link to this profile;
- Clicks on the title of the Ad or the content of the Ad (text), which will link to the URL chosen by the Subscriber (whether this is their Viadeo profile or another URL);
- Clicks on the image selected by the Subscriber, whether this is the photo from their Viadeo profile with a link to this profile, or an image (logo etc.) other than their profile photo with a link selected by them to a URL other than that of their profile.

However, the following clicks on the Ad will not be taken into account:

- Clicks made by the Subscriber;
- Clicks made by Viadeo Contacts of the Subscriber;
- Clicks made by Viadeo Members who have been registered with the Site for less than one week;
- Clicks, apart from the first one, made by a single Member during a virtual twenty-four (24) hour period, counting from the first click made by that Member;
- Clicks on the cross to close the Ad (when a Member closes the Ad, it will no longer appear on their Viadeo dashboard and will not be sent to them again).

Article 3 – Obligations and liability of Subscriber in relation to Ads

3.1. – Obligations and liability of Subscriber in relation to content of the Ad

The Subscriber expressly agrees only to distribute Ads which comply with all the regulations contained in article 2 of the General Terms of Use of the site viadeo.com and all applicable laws and regulations and the rights of third parties (intellectual property rights, privacy rights, image and name rights etc.).

In particular, the Subscriber agrees not to distribute Ads with content which is illegal, defamatory, rude, offensive etc., or which relate to something (product, service, activity) of which the sale or use is forbidden or regulated, such as, in particular, drugs, prostitution, pornography, organs or other human body parts, weapons, medicines, gambling etc.

The Subscriber will be held to have sole liability for any violation of these obligations, and will indemnify APVO against any action taken in this regard, subject to the conditions specified in article 3.3 below.

3.2. – Obligations and liability of Subscriber in relation to URLs included in the Ad

The Subscriber expressly agrees to refer in the Ads only to URLs linking to content which complies with the applicable laws and regulations.

It is forbidden, in particular, to insert into the Ads URLs linking, directly or indirectly, to content relating to something (product, service, activity) of which the sale or use is forbidden or regulated, such as, in particular, drugs, prostitution, pornography, organs or other human body parts, weapons, medicines, gambling etc.

The Subscriber will be held to have sole liability for any violation of these obligations, and will indemnify APVO against any action taken in this regard, subject to the conditions specified in article 3.3 below.

3.3. – Post moderation – limitation of liability of APVO

APVO will carry out a human check of the Ads once they have been posted. This check under no circumstances relieves the Subscriber of the obligation of complying with the regulations contained in articles 3.1 and 3.2 above.

This check will cover in particular, in addition to the content of the Ads and that to which the URLs inserted in the Ads link, any comments on the Ad by other Members and the rate of closing of the Ad by Members when they receive it.

APVO will be entitled to cease immediately and without prior notice the distribution of any Ad whose content is in violation of the applicable laws or regulations, or the obligations imposed by this document, or which includes a URL which refers to such content.

APVO will also be entitled, in such a case, to cancel immediately and without notice the Contract with the Subscriber being held solely liable for this, without prejudice to any damages to which APVO may be entitled as a result of losses incurred as a result of the violation by the Subscriber of their contractual or legal obligations.

Of course, in such a situation no refund of any kind will be owed to the Subscriber.

APVO's liability is limited to the provision of the service in accordance with the conditions and the limits specified in article 2 above, at the price of the Subscription paid by the Subscriber.

Under no circumstances will APVO be liable in relation to the content of the Ads and/or the content linked to by the URLs inserted into the Ads by the Subscriber. The Subscriber will indemnify APVO against any action taken in this regard, and, consequently, against any conviction imposed on APVO. Accordingly, the Subscriber will pay in full the value of any damages, costs of legal publications or other similar measures which APVO is ordered to pay or carry out, and all court and legal costs incurred by APVO in the defence of its rights.

In addition, APVO will not be held liable for the distribution of the Ad to the Target, in particular if incomplete or incorrect information is provided by the Members of the Site.

Article 4 – Duration and cancellation of the Social Ads Subscription

4.1. – Duration of the Social Ads Subscription

The Subscription is agreed for the distribution of the Ad and thus expires at the end of the Period specified in article 2 above. It can be renewed by the Subscriber for a period equal to the Initial period, by using the corresponding option within the Social Ads configuration pages accessible via their account and paying the price specified for this new distribution.

4.2. – Early cancellation of the Social Ads Subscription

The Subscriber can decide to end at any time the distribution of the Ad by following the corresponding procedure within The Social Ads Set Up Pages. This decision will be final and will result in the immediate cancellation of the Subscription. Such a unilateral decision on the part of the Subscriber will not result in a full or partial refund of the Subscription price.

Without prejudice to the cancellation option referred to in article 3.3 above, APVO will be entitled to cancel the contract immediately in the event of failure by the Subscriber to comply with its other obligations, and in particular to pay the price specified in article 5 below; such cancellation will result in the immediate cessation of the distribution of the Ad. This will not affect APVO's entitlement to seek compensation for all losses incurred as a result of any contractual failings on the part of the Subscriber.

Article 5 – Price, invoicing conditions and late payment or default of payment

5.1. – Prices and payment methods for the Social Ads Subscription

In order to take out a Social Ads Subscription, the Subscriber must follow the steps set out in the Social Ads Set Up Pages, up to final confirmation. The price of the Subscription, the currency and the payment methods are specified in these pages. The amount specified will be debited from the Subscriber's bank account or PayPal account following confirmation of the order.

5.2. – Invoicing

If the Subscriber so requests at the time of taking out their Subscription, APVO will produce an invoice specifying the full name and address of the Subscriber, as provided by the latter.

This invoice will include, if applicable, all taxes payable in accordance with the regulations in force in the country in which the service is provided. The invoice will be available on the Site via the Subscriber's Social Ads configuration pages.

5.3. – Late payment or default

Any late payment or default of payment on the part of the Subscriber will result in a notice being sent to the Subscriber via email, specifying that they have a period of eight (8) days to remedy the situation. During this period, access to the functions relating to the Subscription may be suspended. If all monies owed are not paid within this period, APVO will be entitled to cancel the contract, in accordance with the provisions of article 4.2 of the present Special Terms and Conditions.

Any late payment will result in a late payment processing charge of €15 and late payment penalties equal to one and a half times the statutory rate of interest, which will be charged from the date of the notification referred to in the preceding paragraph.