

General terms and conditions of sale applicable to business customers

- Updated 25/06/2019 -

Article 1 Purpose and scope

1. These general terms and conditions of sale (the "General Terms and Conditions of Sale") apply to any sale of Services, as defined below, entered into by BUSINESS IMMO, a French *société par actions simplifiée* (simplified company limited by shares) with share capital of €49,238, whose registered office is at 24, rue du Sentier, 75002 Paris, registered on the Paris Trade and Companies Register under number 399 301 860, whose Chair is Ms Sandra Roumi and whose EU VAT number is FR18399301860 ("BUSINESS IMMO"), with professional customers (hereinafter the "Customers") unless specifically agreed otherwise in writing between BUSINESS IMMO and the Customer. The Customer and BUSINESS IMMO are hereinafter referred to together as the "Parties".
2. Reference is made, where necessary, to the Legal Notices on BUSINESS IMMO's website.
3. **THE GENERAL TERMS AND CONDITIONS OF SALE DO NOT APPLY TO NATURAL PERSONS ACTING FOR PURPOSES THAT DO NOT FALL WITHIN THEIR TRADE, BUSINESS, CRAFT, PROFESSION OR AGRICULTURAL ACTIVITY (CONSUMERS).**
4. Any order for Services implies that the Customer has unreservedly accepted, and will fully adhere to, the General Terms and Conditions of Sale, shall take precedence over any other document used by the Customer, and in particular any general terms and conditions of purchase, unless expressly agreed otherwise in advance by BUSINESS IMMO.

Article 2 Definitions

5. For ease of reading, and for the purposes of interpreting the terms contained in the General Terms and Conditions of Sale that are not otherwise defined herein, whether used in the singular or the plural, the Parties have chosen to use the following definitions:
 - "Advertisement": has the meaning given to that term in Article 3.1.7 (paragraph 34) hereof;
 - "Creation": has the meaning given to that term in Article 3.1.9 hereof;
 - "Copy Deadline": means the date on which the production or printing process is commenced by BUSINESS IMMO;
 - "Publication Date": means the indicative date on which the Advertisement is to be published;
 - "Trademark": has the meaning given to that term in Article 3.1.7 (paragraph 35) hereof;
 - "Insertion Order": means the text and visual elements of the Advertisement;
 - "Booking Order": means the quotation sent by BUSINESS IMMO and signed by the Customer containing the handwritten statement "*bon pour accord*" [approved] and the company's stamp;
 - "Participant": for the purposes of Article 3.3 hereof, means any employee or professional attending an event, conference or training session in the name and on behalf of the Customer;

- "Service": means one or more services offered by BUSINESS IMMO, as described in Article 3 of the General Terms and Conditions of Sale;
- "Media or Medium": means the advertising media provided by BUSINESS IMMO that it publishes and that are listed in **Schedule A**.

Article 3 Services

6. BUSINESS IMMO offers the following Services:

- the booking of advertising space on the Medium (3.1);
- subscription to periodic subscriptions (e.g. the *Business Immo* magazine; the *Etudes Foncières* review; the *In-house* review (3.2);
- training sessions, conferences and other events (3.3);
- file rental (3.4).

3.1. Booking advertising space on the Media

3.1.1. Booking procedures

7. BUSINESS IMMO offers a service that publishes advertising messages on one or more hard copy and/or digital Media published by BUSINESS IMMO, a list of which is set out in Schedule A of the General Terms and Conditions of Sale.

To subscribe for this Service, the Customer shall send a request to BUSINESS IMMO:

- by email to the following address: regie@businessimmo.fr;
- or by post to the following address: *Business Immo, For the attention of the advertising department (service régie), 24, rue du Sentier, 75002 Paris.*

8. Upon receipt of this request, BUSINESS IMMO shall send the Customer a business proposal including:

- an offer relating to the booking of advertising space;
- a description of the Media;
- the price, based on the pricing conditions in force, which are available on request;
- the Copy Deadline, as defined herein;
- the Publication Date, as defined herein.

9. The booking of space on the agreed Media will be effective from the date on which BUSINESS IMMO receives the Customer's Booking Order.

3.1.2. The Customer's obligations

3.1.2.1. Compliance with prevailing regulations

10. The Customer, in its capacity as an advertiser, undertakes to comply with the legal advertising obligations that apply to it, including the transparency rules set out in the French Consumer Code, those contained in Law No. 2004-575 of 21 June 2004 on confidence in the digital economy (LCEN) and Law No. 93-122 of 29 January 1993 on corruption and transparency in economic life and public procedures, known as the Sapin Law.

11. Where the Customer uses an agent/intermediary, it shall be deemed to have given him/her/it a written power of attorney and a certificate of authority stating its scope shall be sent to BUSINESS IMMO by the Booking Date. Booking Orders and Insertion Orders placed by this agent/intermediary are subject to these General Terms and Conditions of Sale.

12. The Customer shall remain solely liable to BUSINESS IMMO for complying with its obligations, as set out in these General Terms and Conditions of Sale, and for any action taken by the agent/intermediary in performing the Customer's obligations hereunder.

3.1.2.2. Advertisements

13. The Customer shall be responsible, in respect of each chosen Medium, for the cost of creating and producing the Advertisement.
14. In accordance with professional practice in the press industry, BUSINESS IMMO is free to refuse any Booking Order, as well as any Insertion Order of any Advertisement without having to justify its decision. If it refuses an Advertisement, it shall not be obliged to pay compensation and the Customer shall not be released from its obligation to pay for Advertisements that have already been broadcast.
15. In certain cases, the Customer may delegate partial and limited changes to the Advertisement to BUSINESS IMMO. The costs associated with these partial and limited changes (relating to design, composition, photo-engraving, typeface, etc.) are not included in the price for booking space on the Medium and any such services must be the subject of a separate prior written agreement.
16. The Customer may ask Business Immo to return any documents required in order to prepare and publish the Advertisements no later than six (6) months after they are last used by BUSINESS IMMO. After that date, BUSINESS IMMO may arrange for them to be destroyed and shall not be liable as a result thereof.

3.1.2.3. Warranties by the Customer

17. The Customer warrants to BUSINESS IMMO that it holds all rights to the Advertisement and the Trademark.
18. The Customer confirms that the content of the Advertisement does not contravene any prevailing laws, legislation or regulations (in particular with regard to advertising and competition) and that it does not include any allegation or allusion that is defamatory or damaging to third parties.
19. In this respect, the Customer shall indemnify BUSINESS IMMO against any third-party claims relating to the Advertisement and the Trademark and shall bear all costs associated with defending the interests of BUSINESS IMMO, in the event that it is sued as the result of an Advertisement's content.

3.1.2.4. Date on which the Insertion Order is sent

20. The Customer shall send BUSINESS IMMO the Insertion Order in the format expressly specified on the Booking Order no later than seven (7) days before the Copy Deadline stated on the Booking Order.
21. The Customer undertakes to provide the Insertion Order in a format that is compatible with the chosen space and Medium and of a suitable and satisfactory quality with regard to the applicable industry standards.
22. Where the Customer does not send the Insertion Order within seven (7) days of the Copy Deadline, BUSINESS IMMO shall state "*emplacement réservé à*" (space reserved for) followed by the name and address of the Customer's head office in place of the Advertisement. This inserted text will be charged for subject to the normal conditions for Booking Orders.

3.1.3. BUSINESS IMMO'S LIABILITY

23. BUSINESS IMMO may not under any circumstances be held liable for delays arising as a result of the Customer failing to send, by the agreed deadlines, the Insertion Orders in the format stated in the Booking Order.
24. BUSINESS IMMO is unable to guarantee that advertisements by competitors will not appear next to the spaces reserved by the Customer.

3.1.4. Media

25. The Media available, the formats offered and the technical specifications are described in detail in **Schedule A** of these General Terms and Conditions of Sale.
26. The publication frequency of the Media offered by BUSINESS IMMO is provided for information purposes only. BUSINESS IMMO may decide, at its sole discretion, not to publish certain editions of the Media (e.g. periodicals or digital newsletters).
27. In no event shall any suspension or delay in placing the Media online affect the validity of the Customer's Booking Order and/or Insertion Order.

3.1.5. Amendment/cancellation

28. In the event that the Customer request to cancel a Booking Order at least thirty (30) days before the Copy Deadline, the Customer shall be liable for fifty percent (50%) of the amount stated on the Booking Order.
29. In the event that the Customer request to cancel a Booking Order less than thirty (30) days before the Copy Deadline, the Customer shall be liable for the entire price stated on the Booking Order.

Requests must be sent by email to the following address: regie@businessimmo.fr or by post to the following address: BUSINESS IMMO, for the attention of the Advertising Department (service régie), 24, rue du Sentier, 75002 Paris.

30. Requests to amend the Booking Order and/or the Insertion Order made by the Customer must, in order to be definitive, be confirmed in writing by BUSINESS IMMO in a new business proposal and be accepted by the Customer.
31. Changes to the Booking Order and/or Insertion Order will incur an additional cost.

3.1.6. Execution

32. When an Advertisement is published on each of the chosen Media, BUSINESS IMMO shall provide evidence thereof by sending the Customer two (2) copies, free of charge, of each Medium in which the Advertisement is included.
33. The Customer will be charged for any additional copies it requests.

3.1.7. License to use the Trademark and Advertisements

34. "**Advertisement**" means any advertisement, image, text, video, data or other material provided by or on behalf of the Customer to BUSINESS IMMO.
35. "**Trademark**": means the name, logo, trademark(s) as well as any distinctive sign that the Customer wishes to promote.
36. The Customer grants BUSINESS IMMO a non-exclusive, free and transferable licence, in respect of the entire world, to use and disseminate the Advertisement and the Trademark on the conditions set out in the General Terms and Conditions of Sale, and more specifically to:
 - promote the Trademark and the Customer's products and/or services;
 - distribute the Advertisement and Trademark on the selected Media;
 - analyse campaign results.

3.1.8. *Special terms and conditions of payment*

37. The following provisions apply in addition to the general provisions set out in Article 6 below. In the event of any conflict, the special terms and conditions shall prevail over the general terms and conditions.
38. A detailed invoice shall be sent to the Customer at the time the Advertisement is published on the chosen Medium. In the event that the Customer appoints an agent, a copy of the invoice shall also be sent to the agent.
39. In the event that additional copies are requested, as referred to in Article 3.1.6 above, the invoice shall be sent at the time the order is delivered.

3.1.9. *Documents created by BUSINESS IMMO*

40. The Customer may engage BUSINESS IMMO to create the visual content for the desired publication (the "Creations").
41. In such cases, the Customer and BUSINESS IMMO shall meet to determine the conditions on which such Creations shall be developed and shall sign a contract separate from these General Terms and Conditions of Sale which shall set out, in particular, the conditions on which the intellectual property rights attached to the Creations shall be assigned.

3.2. **Subscriptions**

42. **Please see the applicable special terms and conditions of sale.**

<https://mailing.businessimmo.com/abonnement/CPV-BI.pdf>

3.3. **Training sessions, conferences and events**

43. BUSINESS IMMO organises conferences and training sessions on its own behalf or on behalf of third parties.

3.3.1. *Registration procedures*

44. General provisions. A Participant who wishes to register for a training session or conference offered by BUSINESS IMMO should register via BUSINESS IMMO's store website.
45. The Participant will be registered for the conference or training session once BUSINESS IMMO has sent the Customer email confirmation of the registration. The registration confirmation shall be sent to the email address provided by the Participant on registering.
46. Specific provisions applicable to training sessions. In relation to training courses, an agreement will be sent by email to the Customer, which must return it signed, along with the Customer's stamp, and with the handwritten statement "*Lu et approuvé*" (*read and approved*) no later than two (2) days before the start of the training session to the postal address stated at the top of these general terms and conditions or to the following address: *formation@businessimmo.fr*.

3.3.2. *Conditions of participation*

3.3.2.1. Attendance

47. General provisions. The Customer acknowledges and accepts that it remains solely responsible for, and retains sole authority over, the Participant for the entire duration of the conference or training session, which the Participant acknowledges.

48. Special provisions applicable to conferences. A certificate of attendance of the conference may be requested at the end of the conference, by sending an email to the following address: *conference@businessimmo.fr*. The Participant and the Customer are solely responsible for the use made of this attendance certificate.
49. Specific provisions applicable to training sessions. The Participant confirms his/her presence at the training session for which he/she is registered by signing collective attendance sheets, for each half-day of training.

3.3.2.2. Absences

50. General provisions. The Participant and the Customer acknowledge and agree that any conference or training session ordered from BUSINESS IMMO must be paid for in full, except in the specific cancellation scenarios provided for in Article 3.3.3 below.
51. BUSINESS IMMO shall not be held liable for any absence by the Participant from all or part of the conference or training session. The Participant's absence, save in any of the cancellation scenarios provided for in Article 3.1.5 below, does not cancel the registration or entitle the Customer, for any reason whatsoever, to reimbursement of the cost of the conference or training session, or to any discount or credit.
52. In the event that the Participant is personally unable to attend, the Customer may ask BUSINESS IMMO to alter the booking so that another employee may attend on the conditions set out in Article 3.3.3.2 below.

3.3.2.3. Reservations

53. General provisions. BUSINESS IMMO may change the dates of the conference or training session with a view to finding the best group composition. In the event that the number of participants is insufficient for the conference to run smoothly, BUSINESS IMMO reserves the right to postpone the conference or training session, no later than seven (7) working days before the scheduled date.
54. Special provisions applicable to conferences. If the number of participants becomes too large, BUSINESS IMMO reserves the right to refuse registrations for the conference. The Participant and the Customer will in any event be informed of any such decision within seven (7) days of the initially chosen date for the conference or training session.
55. Specific provisions applicable to training sessions. If the number of participants becomes too large, BUSINESS IMMO reserves the right to change the date of the training session for the last participants to register. The Participant and the Customer will in any event be informed of any such decision within seven (7) days of the initially chosen date for the conference or training session.

3.3.3. Cancellation/amendment

3.3.3.1. Cancellation

56. Special provisions applicable to conferences. Any request to cancel registration for a conference must be sent to BUSINESS IMMO by email to *conference@businessimmo.fr*, at least five (5) business days before the beginning of the conference.
57. Where a cancellation request is received by BUSINESS IMMO less than five (5) business days before the scheduled date of the conference, the Customer shall be charged the full cost of the conference, by way of penalty.
58. In the event of cancellation, no attendance certificate may be issued.
59. A cancellation request shall be deemed to have been received when BUSINESS IMMO confirms that it has received the request.

60. Specific provisions applicable to training sessions. Any request to cancel registration for a training session must be sent to BUSINESS IMMO by email to *formation@businessimmo.fr*, at least five (5) business days before the start of the training session.
61. Where a cancellation request is received by BUSINESS IMMO less than fifteen (15) business days before the scheduled date of the conference, the Customer shall be charged the full cost of the conference, by way of penalty.
62. A cancellation request shall be deemed to have been received when BUSINESS IMMO confirms that it has received the request.

3.3.3.2. Amendments

63. Special provisions applicable to conferences. Any request to change or postpone registration made by the Participant or the Customer must be notified by email to *conference@businessimmo.fr* at least seventy-two (72) hours before the beginning of the conference.
64. In the event that a Participant is replaced, the new Participant's contact details must also be provided to BUSINESS IMMO in this email.
65. A request to change or postpone registration within seventy-two (72) hours of the start of the conference shall not incur any additional costs for the Customer. Where the request to change or postpone registration is made less than seventy-two (72) hours before the start of the conference, it shall give rise to additional fees, the details of which will be provided to the Customer upon request.
66. Specific provisions applicable to training sessions. Any request to change or postpone registration made by the Participant or the Customer must be notified by email to *formation@businessimmo.fr* at seven (7) days before the start of the training session.
67. In the event that a Participant is replaced, the new Participant's contact details must also be provided to BUSINESS IMMO in this email.
68. A request to change or postpone registration within seven (7) days of the start of the training session shall not incur any additional costs for the Customer.

3.3.4. BUSINESS IMMO'S LIABILITY

69. BUSINESS IMMO shall not be held liable for changes to timetables and/or dates provided for conferences or training sessions, or for any changes to speakers or instructors.
70. In no event may these changes justify cancelling registration for the course or training session or entitle the Participant or the Customer to compensation.

3.3.5. Special terms and conditions of payment

71. The following provisions apply in addition to the general provisions set out in Article 6 below. In the event of any conflict, the special terms and conditions shall prevail over the general terms and conditions.
72. General provisions. Conferences and training sessions are charged for in euros, excluding VAT, and include all expenses necessarily incurred in order to hold the conference or training session (speakers, documents, room hire, breakfast and/or meals if applicable).
73. The conference and training session service is an indivisible package and no discount will be granted in the event that either the conference or training session is unwanted and/or unused by the Participant.

74. Special provisions applicable to conferences. The price of the conference is payable immediately on BUSINESS IMMO's website at the time of registration, in accordance with applicable conditions (bank transfer or bank card).
75. An invoice will be sent to the Participant or Customer within one month of the conference.
76. Specific provisions applicable to training sessions. The price per Participant is stated on each training sheet. The prices may also be viewed on BUSINESS IMMO's website.
77. Invoices issued by BUSINESS IMMO are payable immediately upon receipt and without discount in accordance with the conditions applicable at the time of registration.
78. In the event that an invoice is paid by a third-party paying agency, the Customer is responsible for making every effort to ensure that payment is made as soon as possible. In the event of a delay, or a refusal to pay part of or the full amount, the Customer remains fully liable to make payment to BUSINESS IMMO.

3.3.6. Documents provided

79. All documents provided to the Participant during the conference or training session are protected by copyright and are the exclusive property of BUSINESS IMMO, its partners or its agents.
80. The Participant and the Customer may not, without BUSINESS IMMO's express written consent, reproduce, copy, adapt or disseminate those documents, in whole or in part, in any form whatsoever, by any existing or future process.

3.3.7. Recordings/Images

81. The Participant and the Customer acknowledge and agree that all conferences and training sessions may be the subject of sound, photographic or video recordings.
82. The Participant and the Customer permit the Participant's image and voice to be recorded at the event and to be disseminated on any medium, without any time restriction.
83. The Participant and the Customer acknowledge and agree that any use made by BUSINESS IMMO of a recording may not, in any way, give rise to the payment of any remuneration or compensation.

3.4. File rental

84. BUSINESS IMMO offers a service that involves renting a customer and prospective customer database. For each entry included, the database provides:
 - a name;
 - a role;
 - a business sector, profession;
 - an email address;
 - a telephone number;
 - a postal address;
 - a fax number.
85. The database is regularly updated.
86. The database is the property of BUSINESS IMMO. Any extraction or use of the contents of the database that is not expressly authorised is formally prohibited and may lead to civil and/or criminal proceedings being brought against the Customer.

87. The Customer undertakes:
- to use the information contained in the database once only;
 - to only store the information contained in the database for a period of up to one (1) month from the time it is made available and not to copy or duplicate the information.
88. The Customer is hereby informed that the email addresses contained in the database are routed and that the email addresses are not directly provided to the Customer.

Article 4 BUSINESS IMMO'S OBLIGATIONS

89. BUSINESS IMMO shall provide its Services in accordance with industry standards and practices.
90. BUSINESS IMMO is bound by a best efforts obligation to the Customer, irrespective of the Service provided.

Article 5 Proper and fair use of the Services

91. The Customer shall not use BUSINESS IMMO's website and the services offered on the website in any manner that contravenes prevailing regulations and, more generally, shall not adversely affect BUSINESS IMMO's interests, renown, reputation or image.
92. The Customer may not in any circumstances:
- use any devices whatsoever that disrupt and/or impede the proper functioning of BUSINESS IMMO's websites or the and services provided on the website;
 - disseminate or submit content, in any form whatsoever, relating to xenophobia, racism, incitement to racial hatred, paedophilia, pornography, incitement to murder, defamation, slander, or that infringes the rights of third parties, in particular intellectual property rights and the right to privacy;
 - send unsolicited emails improperly in an abusive manner (mass mailings and/or sending repeated messages to one and/or more recipients); and
 - more generally, collect personal details disseminated on BUSINESS IMMO's website, in particular for direct marketing purposes.

Article 6 Financial terms and conditions and payment

93. In consideration for the Services provided, the Customer shall pay BUSINESS IMMO the agreed price as stated in the business proposal approved by the Customer or on the order summary sent via BUSINESS IMMO's website.
94. BUSINESS IMMO'S PRICE LISTS are sent to Customers on request.
95. The price stated is exclusive of VAT.
96. Unless otherwise specified:
- invoices are payable within thirty (30) days of receipt;
 - payments are accepted by cheque or bank transfer.
97. Pursuant to Article L. 441-6 of the French Commercial Code, late payment penalties are applied in the event that the amounts due are paid after the due date.
98. These penalties, which are calculated at the statutory interest rate plus three (3) points, begin to run on the date following the payment date. Those penalties shall be automatically payable without any call or prior formal notice being necessary.

99. Any delay in payment shall result in the execution of orders placed by the Advertiser being suspended and in all amounts, whether or not yet due, including legal costs, becoming payable. A fixed sum of forty (40) euros shall also be automatically payable from the first day of late payment by way of compensation.
100. This penalty shall be payable in respect of each invoice that is paid late. This fixed amount is added to the late-payment penalties but shall not be taken into account in their calculation basis.
101. The Customer shall also bear all expenses incurred in recovering the amounts due and shall reimburse BUSINESS IMMO for those amounts.
102. In addition, where the collection of any invoice requires the intervention of BUSINESS IMMO's debt collection department, it shall be increased, pursuant, by way of penalty, within the meaning of Article 1231-5 of the French Civil Code, by a lump sum equal to twenty-five percent (25%) of the amount of the unpaid invoice(s).

Article 7 Intellectual Property

103. The Agreement does not expressly or implicitly transfer any of the Customer's intellectual or industrial property rights, unless otherwise agreed.
104. All the "*Business Immo*" trademarks, whether or not figurative or not, whether or not filed, are and shall remain the exclusive property of BUSINESS IMMO. Any full or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for any reason and on any medium whatsoever, without BUSINESS IMMO's express prior consent, is strictly prohibited.
105. The same shall apply to any combination or fusion with any other trademark, symbol or logo and more generally any distinctive sign intended to form a composite logo. The same shall apply to all copyright, designs, models and patents owned by BUSINESS IMMO.
106. It is agreed that BUSINESS IMMO may use the Customer's name, logo and other distinctive signs in delivering the Services referred to in the General Terms and Conditions of Sale, in accordance with Article 3.1.7.

Article 8 Early termination

107. A Customer who is in breach shall have a period of eight (8) days from being notified to remedy the identified breach. Failing this, the relationship shall be terminated with all costs being payable by the Customer in breach, without the need for new formal notice to be sent or for any application to be made to court, without prejudice to any claim for compensation that may be brought by BUSINESS IMMO for its losses resulting from the breach of contract.

Article 9 Limitation of Liability

108. **SUBJECT TO ANY PUBLIC POLICY CONSIDERATIONS, BUSINESS IMMO MAY NOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR:**
 - ANY INDIRECT LOSSES SUFFERED BY THE CUSTOMER, SUCH AS LOSS OF BUSINESS (INCLUDING ANY LOSS OF PROFITS, LOSS OF EARNINGS OR EXPECTED SAVINGS, AND LOSS OF CUSTOMERS);
 - AN UNFORESEEN CIRCUMSTANCES OR RESTRICTIONS RELATING TO THE PERFORMANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE DUE TO AN EVENT OF FORCE MAJEURE; AND
 - MORE GENERALLY, FOR THE ACTIONS OF THE CUSTOMER, A USER OR A THIRD PARTY.
109. **IN ALL CIRCUMSTANCES, BUSINESS IMMO'S LIABILITY SHALL BE LIMITED TO THE PRICE PAID FOR THE SERVICE BY THE CUSTOMER AND RECEIVED BY BUSINESS IMMO.**

Article 10 Force majeure

110. BUSINESS IMMO may not be held liable for breaches or delays in the performance of any of its obligations if such breaches or delays are caused by *force majeure* events as defined by Article 1218 of the French Civil Code and the case law of the French courts.
111. If the force majeure event continues for more than thirty (30) calendar days, BUSINESS IMMO or the Customer may terminate the contract without any formality other than sending a recorded delivery letter.

Article 11 Insurance

112. The Customer and Business Immo represent and warrant that they have taken out insurance policies appropriate to their potential liability associated with their obligations under the agreement, and in particular that they have taken out third-party liability and professional indemnity insurance to cover both damage caused to persons and damage caused to property for which they are responsible.
113. Each Party undertakes to maintain, throughout the term of the agreement, a level of insurance appropriate to its potential liability arising from its obligations under the agreement.

Article 12 Personal data

114. Each Party will remain the exclusive owner of the personal data files that it transmits to the other Party for the purposes of the performance of the Agreement.
115. The Parties undertake, at their own cost, to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, which has applied since 25 May 2018, as well as the French Data Protection Law of 6 January 1978, as altered and amended by Law no. 2018-493 of 20 June 2018, Order no. 2018-1125 of 12 December 2018 and Decree no. 2019-412 of 6 May 2019 (the "**Applicable Laws and Regulations**").
116. Within the meaning of the Applicable Laws and Regulations, each Party shall, depending on the circumstances, act in the capacity of:
- data controller when determining the purposes and means of the processing;
 - data processor when accessing, receiving and/or processing the other Party's personal data.
117. Where one of the Parties is acting as a data processor, it undertakes to process personal data in accordance with the formal instructions of the other Party, i.e. the data controller.
118. The processing carried out on personal data is legally based on the performance of contractual obligations (the provision of Services), compliance with legal obligations (and in particular invoicing for the Services) and consent (invitations to events arranged by BUSINESS IMMO).
119. The Parties shall take all necessary and appropriate steps to preserve and ensure the integrity, confidentiality and security of personal data, in particular by preventing personal data from being distorted, damaged, destroyed or accessed by any unauthorised person.
120. The Parties shall not retain the personal data transmitted by the other Party for longer than the retention period agreed between them, in compliance with applicable Laws and Regulations.
121. If no retention period has been defined, the retention period for personal data will be limited to the term of the Agreement or the periods defined by law.

Article 13 Independence

Each Party acts on its own behalf and under its sole responsibility and remains, in particular, solely responsible for its work, actions, allegations, commitments, services, products and representatives, etc.

122. Neither Party may make any commitment of any kind in the name and/or on behalf of the other without obtaining the latter's prior written consent.

Article 14 Governing law and jurisdiction

123. This Agreement is subject to French law.
124. In the event of a dispute, the Parties agree to seek an agreement through mediation based on the rules of the Centre for Mediation and Arbitration of Paris. The Parties agree to share the costs of such mediation equally.
125. In the event that the mediation is unsuccessful, the matter shall be referred by the first party to act to the courts within the jurisdiction of the Paris Court of Appeal.
126. The Parties agree that notwithstanding the provisions of the foregoing paragraphs, the Parties will in all circumstances be entitled to file an urgent application, in particular pursuant to Articles 145, 872 and 873 of the French Code of Civil Procedure.

Magazines, property reviews, In Interiors, special editions

Advertising formats for *Business Immo* magazine:

- Page: 210 x 297 mm,
- double page: 420 x 297 mm,
- horizontal strip: 180 x 50 mm,
- vertical strip: 50 x 270 mm,
- half page: 210 x 150 mm.

Advertising formats on *In Interiors, Property Reviews and Special Editions*:

- Page: 230 x 300 mm,
- double page: 460 x 300 mm,
- half-page: 230 x 150 mm,
- horizontal strip: 210 x 50 mm,
- vertical strip: 50 x 280 mm.

Technical specifications:

The Customer must send BUSINESS IMMO the content of the Advertisement in the following formats:

Electronic files in high-definition PDF format, accompanied by a colour proof or sent by email. BUSINESS IMMO may, at any time, ask the Customer to send the text and visual content of the advertisement in any format so that it may improve publishing conditions.

Businessimmo.com; newsletter, news articles, and forum des metiers de la ville immobilier (property business forum)

Advertising formats:

- Large display advertisement: format: 300px x 250px, maximum size 20kb,
- Banner: format: 468px x 60px or 728px x 90px or 1000px90, maximum size 20kb,
- Wrapping: format: 1700px x 3400px maximum size 400kb.

Technical specifications: the Customer must send the content of its advertisement in JPG or GIF format, 72 DPI. Visuals may be linked to a URL or PDF document. The Customer is responsible for sending BUSINESS IMMO the link, which must in all circumstances be consistent with the content of the Advertisement. The Customer shall be solely responsible for the content included in the link or the PDF document.

Job offers

Job Advertisement(s) are published once the Customer has completed the online form on the “www.businessimmo.com” website.

BUSINESS IMMO posts job advertisements online within two (2) business days and for a period of ninety (90) calendar days.

Where an Advertisement contains more than one job offer, each Advertisement shall be invoiced separately in accordance with applicable financial terms and conditions, which are available on request. Each request by the Customer to make changes to a published advertisement shall be considered to be a new Advertisement giving rise to a corresponding invoice.

“Innovation & Immobilier” Club

The Customer shall choose its level of membership based on the following statuses: Founder, Member or Supporter of the “Innovation & Immobilier” Club created by BUSINESS IMMO. By becoming a member, the Customer accepts the pricing conditions as set out in the business proposal signed by the Customer.