

## PUBLISHER TERMS AND CONDITIONS OF SERVICES (GTCS)

## WEB PUSH NOTIFICATION NOTIFADZ (WPN NOTIFADZ)

ADRENALEAD, 12 Quai du Commerce 69009 Lyon, RCS Lyon n° 838 433 126

**1. PREAMBLE**

ADRENALEAD publishes, hosts and makes available to its customers an advertising marketing platform called "Notifadz Delivery Platform" (NDP) available on the Internet at the URL address [www.notifadz.com](http://www.notifadz.com) that it has created and developed in order to offer Principals a system for managing and distributing advertising campaigns based on Web Push Notification (WPN) technology.

The WPN allows a website to send notifications containing information or advertisements at any time to the user who has opted in, via his or her browser, to receive such WPN (otherwise known as a WPN Subscriber).

The Partner Publisher operates a media or content site and wishes to monetize the audience of its site through ADRENALEAD.

**2. DEFINITIONS**

The following words and expressions have the meaning given to them by the definitions set out below.

<u>WPN Subscriber</u>	means an Internet user who has agreed to receive communications in the form of Web Push Notifications from a website, via a technical request generated by ADRENALEAD on the website in question.
<u>WPN Subscriber of Publisher Partner</u>	means a WPN Subscriber of the Partner Publisher Website
<u>Ad</u>	means the information or advertising message contained in a WPN
<u>Principal</u>	means the organization on whose behalf ADRENALEAD serves Ads by WPN to the ADRENALEAD Base, whether it is an advertiser, advertising agency, or other advertising agent or actor
<u>ADRENALEAD Base</u>	means all WPN Subscribers of Publisher Partners who have given their consent to receive Ads
<u>Publisher Base</u>	means all WPN Subscribers of the Partner Publisher's Website
<u>Advertising Campaign</u>	means the delivery of an Ad via a Web Push Notification to WPN Subscribers through the Platform

<u>Click</u>	means the action of a WPN Subscriber clicking on one of the elements of the Ad in order to go to the Partner Publisher's or Principal's Website.
<u>Prohibited Content</u>	means any content, in any form whatsoever, that is, without limitation, pornographic, defamatory, invasive of privacy, infringing, inciting racial hatred or violence or discrimination based on race, sex, religion or nationality, or more generally of an illegal, unlawful, deceptive, fraudulent or immoral nature
<u>Contract</u>	means the contract between ADRENALEAD and the Partner Publisher formed by the acceptance of these General Terms and Conditions of Services by the Partner Publisher when validating its account on Platform Notifadz
<u>Partner Publisher</u>	Means ADRENALEAD's co-contractor, a website publisher generally offering online media content, or its agent such as a media agency.
<u>Confidential Information</u>	means (i) the Contract, (ii) any information of a financial, legal, commercial, technical, IT or administrative nature, (iii) any documents or information concerning Platform Notifadz, (iv) any information that could have the effect of favouring the interests of a competing company as well as (v) any other information that the Parties may be required to communicate to each other, directly or indirectly, in writing, orally, in any form and medium and which are either marked "confidential" or by reason of their nature or the circumstances of their disclosure should reasonably be considered confidential.
<u>Advertising Printing</u>	means the display of an Ad on the Internet user's terminal
<u>Lead</u>	means a WPN Subscriber who has interacted with the Partner Publisher after a Click and has agreed to receive communications or information from the Partner Publisher
<u>Open Auction Bid</u>	means an ad bid that does not include a Deal ID
<u>Deal ID</u>	means a unique identifier, assigned by ADRENALEAD to one or more Principals, that allows each of those parties to identify specific sets of WPN inventories in the ADRENALEAD Base. The Transaction ID is generated by ADRENALEAD via a programmatic SSP-like platform and is used to match the WPN inventories of the ADRENALEAD Base with one or more Principals. For the avoidance of doubt, any unique identifier that is not generated in this way will not be considered a Deal ID.
<u>SSP</u>	stands for Sell Side Platform or Supply Side Platform. An SSP is a platform that allows publishers to automate and optimize the sale of their advertising space. These platforms are used by ADRENALEAD to market the ADRENALEAD Base via ID Deals with one or more Principals.
<u>Platform or Platform Notifadz</u>	means ADRENALEAD's technical device remotely accessible in SaaS mode allowing the sending of Web Push Notifications and the management of a base of WPN Subscribers
<u>Technical Requirements</u>	means the features of the hardware and software devices necessary to access Platform Notifadz and implement Audience Monetization. These Technical Requirements are made available to the public by ADRENALEAD on its website at the address <a href="https://ADRENALEAD.com/documentation/">https://ADRENALEAD.com/documentation/</a> .
<u>Scripts</u>	A script is a computer program included in a website that will perform a function when a web page is displayed or when the user performs an

	action on the website. The scripts provided by ADRENALEAD are collection scripts, service worker scripts, and conversion scripts.
<u>Service de Retargeting</u>	means the functionalities of Platform Notifadz allowing the Partner Publisher to create, distribute and manage Advertising Campaigns identified as originating from the Website, for its Publisher Base
Website	means the website controlled by the Partner Publisher and through which the Partner Publisher carries out its activity, accessible by a domain name belonging to the Partner Publisher and identified by a unique URL.
<u>Web Push Notifications (WPN)</u>	means a technology that allows a website or application to deliver notifications containing information or advertisements to the user who has expressly agreed to receive them by giving their consent via a browser. By extension, means the notification itself

### 3. SUBJECT MATTER OF THE CONTRACT

The purpose of the Contract is to govern the relationship between ADRENALEAD and the Partner Publisher for the purposes of audience monetization and thus to allow ADRENALEAD to collect WPN Subscribers on the Partner Publisher's Website, in order to include them in the ADRENALEAD Base for the purpose of ADRENALEAD's distribution of Principals' Advertising Campaigns, in return for a sharing of the revenues derived by ADRENALEAD from its relationship with the Principals.

At the same time, ADRENALEAD makes available to the Partner Publisher, under the conditions set out in the Agreement, Platform Notifadz, allowing the Partner Publisher to benefit from the Retargeting Service for the sending of Web Push Notifications to a Publisher Base of WPN Subscribers.

### 4. FORMATION OF THE CONTRACT

The Contract is formed by the validation of the account created on Platform Notifadz and the acceptance of these General Terms and Conditions of Services.

The creation by the Partner Publisher of its account on Platform Notifadz implies full and complete acceptance of the General Terms and Conditions of Services.

ADRENALEAD reserves the right to modify these General Terms and Conditions of Services by notifying the Partner Publisher by email or through its account on Platform Notifadz. Access to Platform Notifadz is subject to acceptance of the applicable General Terms and Conditions of Services.

### 5. CONDITIONS OF ACCESS AND USE OF THE NOTIFADZ PLATFORM

#### 5.1. Creating an account on Platform Notifadz

The creation by the Partner Publisher of an account on Platform Notifadz is necessary for the implementation of Audience Monetization and to benefit from the Retargeting Service. Multiple user accesses can be created. The Partner Publisher is solely responsible for the use made of its account by users.

#### 5.2. Necessary steps for Audience Monetization

To enable the implementation of Audience Monetization, the Publisher must:

- Create an account on Platform Notifadz;
- Fill in the URL of the Website;
- Set up on its Website information and acceptance notices of WPN intended for Internet users;
- Integrate on its Website the Scripts provided by ADRENALEAD or, where applicable, make use of the Notifadz plugin available.

## 6. OBLIGATIONS AND GUARANTEES OF THE PARTNER PUBLISHER

### 6.1. Use of the Notifdaz Platform

The Partner Publisher:

- undertakes not to tamper with Platform Notifadz in any way whatsoever and to use it solely for the purposes of its professional activity and in accordance with its purpose;
- agrees not to alter or disrupt, including by negligence, the integrity or performance of Platform Notifadz;
- refrains from making Platform Notifadz available to third parties or from communicating to a third party the authentication elements provided to it;
- shall refrain from any use other than that expressly provided for in the Contract, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, transcription, integration of Platform Notifadz;
- shall also refrain from reverse engineering Platform Notifadz in order to develop a competing product or service and/or copy, reproduce any feature, function or graphic attribute of Platform Notifadz;
- shall refrain from correcting any anomaly, whatever it may be, ADRENALEAD reserving this right alone.

### 6.2. Warranties and obligations relating to the Website

The Partner Publisher guarantees:

- that the data they provide when creating their account, in particular the information relating to the Website, is accurate and sincere, and undertakes to update them without delay in the event of any changes, directly through their account;
- in its capacity as Partner Publisher, that it has all the necessary rights and authorizations with regard to the Website to implement Audience Monetization;
- that the Website does not contain any Prohibited Content.

The Partner Publisher will make its best efforts to facilitate access and referencing of its Website, in order to maximize audience Monetization.

The Partner Publisher undertakes to integrate the Scripts provided by ADRELANEAD exclusively on the Website provided at the time of account creation, and to keep these Scripts in good working order throughout the duration of the Contract. The Scripts must not be used in any other way.

### 6.3. Use of the Retargeting Service

The Partner Publisher undertakes to use the Retargeting Service only to display Ads with editorial or advertorial-editorial content referring to its Website, to the exclusion of any Ad promoting or advertising a third party.

It is the responsibility of the Partner Publisher to ensure that the use of the Retargeting Service complies with the regulations applicable to its activity, and in particular that the promotion of its products or services by sending Web Push Notifications is authorized. ADRENALEAD excludes any liability in this regard.

The Partner Publisher is solely responsible for the design and graphic production as well as the editorial content of the Ads sent as part of the Retargeting Service. In the event that ADRENALEAD participates in the creation of an Ad, the signature of the proof constitutes acceptance of the content of the Ad and acknowledgement by the Partner Publisher that it alone assumes the risks associated with the exploitation of this Advertisement, in particular with regard to the rights of third parties.

The Publisher Partner undertakes to ensure that the Ads displayed by the Retargeting Service do not contain any Prohibited Content.

#### 6.4. Compliance with the regulations on personal data

The Publisher's obligations and guarantees in this regard are described in the DPA annexed to the General Terms and Conditions of Service.

## 7. HOW THE PLATFORM NOTIFADZ WORKS

### 7.1. Availability of Platform Notifadz

ADRENALEAD will use its best endeavours to make Platform Notifadz accessible at all times, namely 24 hours a day, 7 days a week, including Sundays and public holidays, from all computer workstations (including on the move), without any particular configuration.

The Partner Publisher accepts that access to Platform Notifadz may be suspended from time to time due to technical or maintenance interventions necessary for the proper functioning of Platform Notifadz. ADRENALEAD can in no way be held responsible for the possible impact of this unavailability on the activities of the Partner Publisher.

In the event of a foreseeable suspension, ADRENALEAD will notify the Partner Publisher by email, so that it can take steps to avoid any disruption to its activity.

### 7.2. Malfunctions not attributable to ADRENALEAD

The Partner Publisher is informed that the accessibility and operation of Platform Notifadz require the use of a remote Internet connection.

ADRENALEAD will not be responsible in any way for any unavailability, interruptions or slowdowns in the operation of Platform Notifadz and for any malfunctions that may be attributable to telecommunications providers such as the host or internet service provider, browsers (Google, Mozilla, Microsoft, etc.) or content delivery networks (CDNs), which the Partner Publisher acknowledges.

In the event of the occurrence of such malfunctions, ADRENALEAD will inform the Partner Publisher and the Parties will collaborate in order to put in place, as far as possible, palliative solutions.

ADRENALEAD is in no way responsible for the malfunctions of Platform Notifadz caused by the following events:

- refusal of the Partner Publisher to collaborate with ADRENALEAD in the resolution of anomalies and in particular to respond to reasonable questions and requests for information necessary to resolve the malfunction;
- use by the Partner Publisher of Platform Notifadz in a manner that does not comply with its purpose or contractual provisions;
- unauthorized modification of Platform Notifadz attributable to the Partner Publisher;
- failure of the Partner Publisher to comply with its obligations under the Agreement;
- implementation by the Partner Publisher of any software packages, software or operating systems not compatible with Platform Notifadz;
- failure of electronic communication networks provided by a third party;
- non-compliance with the Technical Requirements by the Partner Publisher;
- deliberate act of damage, malice, sabotage by the Partner Publisher;
- occurrence of a case of force majeure.

## **8. ADVERTISING CAMPAIGNS AND ACTIVITY DATA**

ADRENALEAD is free to choose its Principals, the content of the Advertising Campaigns, as well as the methods and frequency of distribution of the Advertising Campaigns to the ADRENALEAD Database. These choices are made according to profitability and targeting criteria.

ADRENALEAD will record, store and make available to the Publisher Partner, during the term of the Agreement, the computer data retracing the Master Data (as defined in the DPA) relating to the WPN Subscribers included in the Publisher Base, as well as the origin and number of Clicks, the Advertising Printings and, subject to having installed the Conversion Tracking Script, Leads made by WPN Subscribers in the Publisher Base on its own behalf.

ADRENALEAD undertakes, at the first request of the Partner Publisher, to make available to the latter, all financial and technical information allowing it to control its activity statistics (Web Push subscribers, sends and clicks, web push campaigns). The information thus transmitted to the Partner Publisher must have the sole purpose of verifying the veracity and consistency of the statistical and financial elements transmitted by ADRENALEAD. The Partner Publisher shall bear all the costs relating to the provision of the information carried out pursuant to this article.

## **9. REMUNERATION & TERMS OF PAYMENT**

### **9.1. Methods of calculating remuneration**

In return for the implementation of the Audience Monetization solution on the Partner Publisher's Website, ADRENALEAD will pay the Partner Publisher a remuneration equal to 50% (fifty percent) of

the sums excluding tax paid by the Principals to ADRENALEAD in return for the Advertising Campaigns broadcast by ADRENALEAD on the Publisher Base.

The remuneration due to the Partner Publisher is equal to the sums indicated in the "Earnings" section on its Notifadz account.

## 9.2. Terms of payment

The Partner Publisher is kept informed on its account of the Advertising Campaigns carried out and the periods concerned, as well as the corresponding available remuneration, as long as it is greater than €100.

The remuneration for the activity of month M is payable by ADRENALEAD to the Partner Publisher within sixty (60) business days of the end of month M, i.e. at M+3.

*Example: The remuneration for the activity for the month of March 2024 is payable at the beginning of the month of June 2024.*

The Partner Publisher expressly accepts, for the entire duration of the Agreement:

a) The principle of self-invoicing (Article 289 I-2 of the General Tax Code), which means that the Partner Publisher gives ADRENALEAD a mandate to materially issue each month an invoice in the name and on behalf of the Partner Publisher, the amount of which will be equal to that of the available remuneration. In the event of termination of the Contract, any remuneration, regardless of its amount, will be invoiced on the date of termination of the Contract. VAT will be added to the amount due whenever applicable.

b) The principle of the electronic format of invoices issued by ADRENALEAD, each invoice being accessible online on the Partner Publisher's account Notifadz.

The invoice issued each month by ADRENALEAD in the name and on behalf of the Partner Publisher is paid by ADRENALEAD within seven (7) working days after it is issued.

Payments are made by ADRENALEAD exclusively by bank transfer or PayPal.

## 10. INTELLECTUAL PROPERTY AND RIGHT OF USE

### 10.1. Intellectual property rights of ADRENALEAD

ADRENALEAD is the owner of all intellectual property rights relating to Platform Notifadz.

ADRENALEAD grants the Partner Publisher, for its own needs and throughout the duration of the Agreement, a personal, non-exclusive, non-assignable and non-transferable right to use Platform Notifadz for the sole purpose of benefiting from the Retargeting Service and Audience Monetization provided for in the Agreement.

This Agreement does not confer on the Partner Publisher any property rights relating to Platform Notifadz, including any intellectual property rights.

### 10.2. Intellectual property rights of the Partner Publisher

The Partner Publisher is and remains the sole owner of the content of the Website and this Agreement does not confer on ADRENALEAD any property right over this content.

## 11. LIABILITY – WARRANTIES - INDEMNIFICATION

### 11.1. Mutual warranties

Each Party represents and warrants: (i) that it has the right, power and authority to enter into and perform the Agreement and grant the rights conferred thereunder and (ii) that, to the best of its knowledge, the performance of its obligations does not breach any agreement it has entered into with any third party.

### 11.2. ADRENALEAD warranties

ADRENALEAD warrants that the use of Platform Notifadz in accordance with the terms of this Agreement does not infringe the rights of third parties, in particular intellectual property rights.

### 11.3. Indemnification

Each Party agrees to indemnify and hold harmless the other Party against all and any loss or damage arising out of (i) a third-party claim in connection with any breach by that Party of any warranty or obligation under the Agreement, or (ii) any infringement of third-party rights.

The obligation to indemnify is subject to the following conditions:

- the Party claiming indemnification must inform the other Party without delay of the existence of a third-party claim or action;
- the Party claiming indemnification must reasonably cooperate with the other Party and in particular undertakes not to sign any settlement agreement without having previously informed the other Party.

### 11.4. Liability

Given the nature of its activities, ADRENALEAD's obligations under the Agreement are best endeavours obligations, in particular with regard to the amount of remuneration that the Publisher may derive from Audience Monetization.

Each of the Parties may only claim compensation for direct, personal and certain damages suffered, to the express exclusion of compensation for any indirect or immaterial damage and/or prejudice, such as operating and turnover losses.

ADRENALEAD's liability, if proven, will be limited to the amount before tax actually paid to the Partner Publisher in execution of the Audience Monetization during the year preceding the occurrence of the facts giving rise to liability.

## 12. CONTENT MODERATION AND INCIDENT MEASURES

### 12.1. Content moderation

ADRENALEAD reserves the right to monitor the Website to ensure that it does not contain Prohibited Content and that its presentation and content are in line with the requirements of the Agreement.



ADRENALEAD reserves the right to control, including in an automated manner and before distribution, the content of the Ads created by the Partner Publisher as part of the Retargeting Service.

ADRENALEAD provides a mechanism on Platform Notifadz allowing any person to report to ADRENALEAD any potentially illegal content, whether it is included in the Ads published by the Partner Publisher as part of the Retargeting Service, or on the Website.

The competent authorities may also notify ADRENALEAD of any allegedly illegal content.

In the event of identification of Content that is Prohibited or incompatible with these General Terms and Conditions of Service, ADRENALEAD may take appropriate measures in accordance with the article below "Measures in the event of an incident".

#### 12.2. Incident Response

ADRENALEAD may immediately, partially or totally, suspend the Partner Publisher's access to Platform Notifadz without prior notice if ADRENALEAD deems it necessary to avoid any damage to its reputation or that of its other customers and partners, in particular in the event of the presence of Prohibited Content on the Website, or in the event of fraudulent or suspected fraudulent use of Platform Notifadz.

ADRENALEAD may suspend the delivery of Ads created by the Publisher Partner as part of the Retargeting Service.

In any case, ADRENALEAD will inform the Partner Publisher without delay of the reasons for the measure so that the Partner Publisher can put forward its arguments.

### 13. DURATION OF THE CONTRACT - TERMINATION

#### 13.1. Commencement and duration of the contract

The Contract comes into force as soon as the account is validated by the Partner Publisher on Platform Notifadz, for an indefinite period.

Either Party may terminate the Agreement by written notice sent to the other Party by email at any time and without cause; in the case of the Partner Publisher, any request to close the account will be considered as a notice of termination.

The termination will take effect at the end of a period (running from the date of notification of the termination) of:

- Fifteen (15) days if the relationship lasted one (1) year or less on the date of notification of termination;
- One (1) month if the relationship lasted more than one (1) year and up to two (2) years on the date of notification of termination;
- Two (2) months if the relationship lasted more than two (2) years and up to three (3) years on the date of notification of termination;
- Three (3) months if the relationship lasted more than three (3) years on the date of notification of termination.

#### 13.2. Termination clause

Either Party may terminate the Contract in the event of a breach by the other Party of one of its essential contractual obligations, or in the event of a repeated breach of any of its obligations, after an unsuccessful formal notice to remedy such breach within 8 (eight) days, without prejudice to the damages that may be claimed in compensation for the damage suffered as a result of such breaches.

#### **14. EFFECTS OF TERMINATION OF CONTRACT**

As of the date of termination (which is different from the date of closure of the Partner Publisher's account):

- Audience Monetization ends, in particular the collection of new WPN Subscribers on the Partner Publisher's Website and the sending by ADRENALEAD of Advertising Campaigns to the Publisher Base;
- the Retargeting Service becomes unavailable.

At the request of the Publisher Partner made no later than 15 days after the end of the Agreement, ADRENALEAD will send it the list of public key and private key sets according to the VAPID [Voluntary Application Server Identification] standard corresponding to all WPN Subscribers collected on the Partner Publisher's Website through Platform Notifadz.

ADRENALEAD remains liable to the Publisher for all remuneration due in performance of the Contract until the date of termination. To allow the management and payment of these remunerations, the account opened in the name of the Publisher on Platform Notifadz will only be effectively closed after payment to the Publisher of the sums due to it.

#### **15. PROTECTION OF PERSONAL DATA**

Each Party undertakes to process the personal data used in the performance of the Service in accordance with applicable data protection laws, in accordance with the data processing agreement ("DPA") set forth in the Appendix to the Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the DPA, the terms and provisions of the DPA shall prevail.

#### **16. CONFIDENTIALITY**

Each Party undertakes to keep confidential all Confidential Information that it receives from the Disclosing Party, not to disclose it to any third party, and to use it only for the purpose of exercising its rights and fulfilling its obligations under the Agreement.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to any information that has fallen or will fall into the public domain through no fault of the Party receiving it, is independently developed by the Party receiving it, is known to the Party receiving it before the other Party discloses it to it, is legitimately received from a third party not subject to an obligation of confidentiality protecting the interests of the Party should be disclosed pursuant to a legal obligation

or by order of a court, in which case they shall be disclosed only to the extent required and after giving written notice to the Party providing them.

The Parties' obligations with respect to the Confidential Information shall remain in force for the duration of the Agreement, and for as long as the relevant information shall remain confidential to the disclosing Party and, in any event, for a period of 2 years after the termination of the Agreement.

Each of the Parties shall return all copies of documents and media containing Confidential Information of the other Party, upon termination of the contractual relationship, for whatever reason, at the first request of the other Party.

The Parties also undertake to ensure that these provisions are complied with by their personnel, and by any employee or third party to whom the Confidential Information may be disclosed in accordance with the provisions of the Agreement.

## **17. COMMUNICATION**

Notwithstanding the above confidentiality clause, each of the Parties grants the other Party a personal, non-exclusive and non-transferable right to use its name and trademark during the term of the Agreement in its commercial and communication materials (including on its website, professional social networks, brochures, presentations and press releases) for the purpose of reporting on the business relationship between the Parties.

ADRENALEAD reserves the right to use visual examples of Ads created by the Partner Publisher or by ADRENALEAD on behalf of the Partner Publisher to illustrate its sales and marketing materials, unless the Partner Publisher notifies ADRENALEAD by email.

## **18. CONVENTION ON EVIDENCE**

In the event of a dispute between the Parties on any element related to the execution of these General Terms and Conditions of Services, the Parties expressly agree that the data, information and figures delivered by ADRENALEAD's technical means accessible from Platform Notifadz will be authentic to the exclusion of all others, except in the event of an obvious error.

Such data, information and figures shall constitute evidence, which may be produced in all proceedings, and shall be admissible, valid and enforceable between the Parties with the same probative value and in the same manner as any document that may be drawn up, received and/or kept in writing.

## **19. FORCE MAJEURE**

Neither Party shall be liable for the non-performance or delay in the performance of its obligations if it is caused by a case of Force Majeure, under the conditions provided for in Article 1218 of the Civil Code.

The Parties expressly agree that the suspension or interruption of third-party telecommunications systems necessary for the operation of Platform Notifadz, as well as attacks on Platform Notifadz by malware, viruses, ransomware and others are Force Majeure Events.

The Party that is the victim of a Force Majeure event must immediately inform the other Party and take all necessary measures to remedy the consequences of the Force Majeure. In the event that the consequences of Force Majeure continue for more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

## **20. NON-SOLICITATION OF STAFF**

The Partner Publisher undertakes not to hire members of ADRENALEAD's staff, nor to take any steps to this effect without the prior formal written consent of ADRENALEAD. This obligation ceases one year after termination of the Agreement.

In the event of a breach of this clause, the Partner Publisher shall pay ADRENALEAD a sum equal to the amount of the total gross annual remuneration of the members of staff wrongfully hired.

## **21. ASSIGNMENT**

ADRENALEAD is free to assign the rights and obligations arising from the Agreement to any third party of its choice.

## **22. MUTUAL INDEPENDENCE**

The Parties expressly declare that they are in a relationship of mutual independence and that they are willing to remain independent commercial and professional partners for the duration of this Agreement, each assuming the risks of its own business. In no event does this Agreement confer on either Party the status of a joint venture, partner, mandatary, agent, servant, employee or director of the other Party. Each of the Parties retains all hierarchical power over each of its employees and assumes all responsibility when it calls on third parties.

## **23. INVALIDITY**

In the event that any provision of the Agreement is held to be invalid or unenforceable, the Parties undertake to use their best efforts to replace such provision with a similar provision that reflects the Parties' intent, in accordance with applicable law. The other provisions will remain in force.

## **24. WAIVER**

The fact that one of the Parties does not invoke a breach of a provision of the Agreement does not constitute a waiver of that provision, or of any subsequent breach.

## **25. APPLICABLE LAW AND JURISDICTION**

This Agreement is subject to French law.

Any dispute will be the subject of an amicable search for a solution as a priority. In the absence of an amicable agreement between the Parties, any dispute relating to the Contract will be submitted exclusively to the competent courts in the jurisdiction in which ADRENALEAD's registered office is located, notwithstanding multiple defendants or third-party claims.

## Appendix

### DATA PROTECTION AGREEMENT

#### "Audience Monetization" and "RETARGETING SAAS Solution" service

This Data Protection Agreement, including its Appendices (the "**Agreement** ") is intended to govern the rights, obligations and responsibilities of ADRENALEAD and Customer with respect to WPN Subscribers' Personal Data processed in connection with the "Audience Monetization" service and the "Retargeting SaaS Solution" web push notifications ancillary service provided by ADRENALEAD.

It is part of the General Terms and Conditions of Services applicable to the provision of these Services.

#### DEFINITIONS

Unless otherwise expressly specified in this Agreement, the terms "**Supervisory Authority**", "**Personal Data**", "**Data Subjects**", "**Controller**", "**Processor**", "**Processing**" and "**Personal Data Breach**" shall, in this Agreement, have the same definitions as provided in the GDPR.

In addition, the following terms in this Agreement shall have the following definitions:

<b>"Data concerned"</b>	means all Personal Data processed by the Processor on behalf of the Controller in the context of the Processing concerned
<b>"Processing concerned"</b>	means the Processing of Personal Data carried out by the Processor on behalf of the Controller in the context of the performance of the Agreement
<b>"Applicable laws and regulations on the protection of personal data"</b>	means all national, European and international laws, regulations and other standards applicable to the Processing concerned, including in particular the GDPR and any national law of the Member States of the European Union adopted in addition to or in application of the provisions of the GDPR, as well as, where applicable, the national, European and international laws, regulations and other standards applicable to the Processing concerned.
<b>"Data transfer"</b>	any transfer of Data concerned to a person, entity or service of any kind located in a third country that does not benefit from an adequacy decision by the European Commission within the meaning of Article 45 of the GDPR, and/or any access to the Data concerned by a person, entity or service of any kind located in such a country.

<b>"Trigger"</b>	A campaign that triggers automatically when a WPN Subscriber follows a scenario defined by Customer
------------------	---

## 1. GENERAL PROVISIONS

### SCRIPT SETTING

To enable the provision of the Services, the Customer inserts into the source code of its Website a computer code (script) provided by ADRENALEAD, which triggers the mechanism for collecting the user's consent to WEB PUSH NOTIFICATIONS.

### TRACKING DEVICES (see list of tracking devices in **Appendix 2**)

Customer may choose to place tracking devices on the WPN Subscriber's terminal from its Site, with the consent of the WPN Subscriber, in order to track the WPN Subscriber's behaviour and provide personalized notifications to the WPN Subscriber.

### PERSONAL DATA RELATING TO WEB PUSH NOTIFICATIONS

The Personal Data collected or created in the database by ADRENALEAD relating to a WPN Subscriber (referred to as "**Master Data**") are as follows:

- Operating System (OS)
- Browser Type
- Geolocation information from IP (Country, zip code, city)
- ISP
- Connection type (mobile or fixed access point)
- Opt-in date
- Opt-in transaction information
- URL of the site (domain name) at the time of opt-in
- User Browser Agent
- IP Hash (IP address that has been subject to some form of encryption)

This Master Data does not allow the identification of a natural person. The purposes for which ADRENALEAD processes such personal data in its capacity as Controller or processor do not require the identification of the data subjects.

In this case, in accordance with Article 11 of the GDPR, ADRENALEAD is not required to maintain, acquire or process additional information to identify the data subject for the sole purpose of complying with the GDPR, and the rights of access, rectification, erasure, limitation and portability of data subjects (Articles 15 to 20 of the GDPR), as far as they relate to Master Data, are not applicable.

As a result, whether as a controller or processor, ADRENALEAD is unable and not obligated to respond to requests from WPN Subscribers to exercise their rights.

## **WPN SUBSCRIBER INFORMATION**

WPN Subscribers who no longer wish to receive WEB PUSH NOTIFICATIONS from a site must unsubscribe by accessing their browser settings or directly from the notifications sent to them by clicking on the cogwheel symbol contained in the notifications.

ADRENALEAD notifies WPN Subscribers of the foregoing by posting a privacy policy on its Site. Customer must include a link to this privacy policy on its Site.

## **PERSONAL DATA COLLECTED BY TRACKING DEVICES**

In all cases, Customer shall be solely responsible for the processing of personal data collected through the tracking devices set up on the Site, the list of which is set out in Appendix 2.

Customer must set up and maintain on its Site a CMP (Consent Management Platform) allowing the consent of WPN Subscribers to tracking devices in compliance with the regulations relating to tracking devices, and in particular Article 82 of the Data Protection Act and the CNIL guidelines dated September 17, 2020.

## **LIABILITY**

ADRENALEAD is not liable if its obligations are breached as a result of a virus or a computer attack that could not reasonably be avoided despite the implementation of security measures in accordance with the rules of the art in this area.

## **2. PROVISIONS SPECIFIC TO EACH OF THE SERVICES**

### **1. "Audience Monetization" service (Appendix 3)**

WPN Subscribers of the Customer Site are included in ADRENALEAD's database. ADRENALEAD sends these subscribers WEB PUSH NOTIFICATIONS identified as originating from the Customer's Site and containing advertising messages on behalf of advertisers that are ADRENALEAD's customers or partners.

ADRENALEAD and Customer act as joint Controllers of the Data Concerned (Master Data and Additional Data) carried out for the sending of WEB PUSH NOTIFICATIONS to Customer's WPN



Subscribers. ADRENALEAD is solely responsible for determining the means implemented for this processing.

Customer is responsible for setting up and maintaining on its Website the information notices as well as the tracking devices necessary or useful for the provision of the Service.

Customer undertakes to comply with the regulations on the protection of personal data in the context of the use of the Service, in order to transmit to ADRENALEAD data that complies with the requirements of the regulations.

In this respect, the Customer undertakes in particular to set up an ergonomic, fair and informative tracking management system corresponding to the recommendations of the CNIL, allowing the individual consent of WPN Subscribers to the processing of data for advertising purposes by third-party partners.

Customer undertakes to reference ADRENALEAD as a partner in its CMP.

The measures put in place by the Site must be compatible with any CMP (Consent Management Platform) system that meets the standards of the advertising industry, in order to take into account the recommendations of the CNIL, the rights of Internet users, in particular the right to be able to withdraw consent as easily as it is given, in the context of the Web Push Notification advertising network advertising service of ADRENALEAD and its partners.

The tracking device management system of the Customer's Site must be constantly operational for the duration of the Service. The Customer will immediately notice ADRENALEAD in the event of a malfunction of such device.

## **2. Service « Retargeting Solution SaaS » (Annexe 4)**

As an ancillary service to the Audience Monetization Service, the Customer may use the Notifadz Platform for the WEB PUSH NOTIFICATIONS Service, for the purpose of sending its own notifications to the network of WEB PUSH NOTIFICATIONS subscribers constituted on its Site.

### **How the Platform works**

The Notifadz Platform is a platform to which the Customer has access in SaaS mode. ADRENALEAD is responsible for maintenance, hosting and security of the Platform (see list of security measures in **Appendix 1**).

The Platform uses Web Push Notification (WEB PUSH NOTIFICATIONS) technology which allows, when an Internet user visits a User's site from his computer or mobile device, to request the Internet user's consent to receive notifications from this site including editorial or advertising content, this content being published either by the site itself, or by a third party.

The Platform allows:

- the collection of consent (opt-in) from Internet users to receive Web push notifications;
- Sending WEB PUSH NOTIFICATIONS to subscribers.

A web push notification opt-in is defined as the creation of a registration in the form of a browser transaction: a string of characters grouping together the URL and the ID of the unique transaction

generated by the browser's trusted third party. This opt-in can only be used by the owner of the VAPID Keys.

Through the Platform, Customer collects WPN Subscribers on its Site to whom it can send its own WEB PUSH NOTIFICATIONS campaigns, identified as originating from its Site.

## **1. QUALIFICATION OF THE PARTIES**

The Parties agree that the Customer is the Controller and that ADRENALEAD is the Processor of the Personal Data on behalf of the Controller in the context of the performance of the Agreement.

## **2. DESCRIPTION AND METHODS OF THE PROCESSING CONCERNED**

For the sole purpose of performing the WEB PUSH NOTIFICATIONS service, the Controller authorises the Processor to carry out the Processing in question on its behalf, the terms of which are described in **Appendix 4**.

## **3. OBLIGATIONS OF THE PARTIES**

Each Party undertakes to perform this Agreement in accordance with the Applicable laws and regulations on the protection of personal data, and to comply at all times in the context of the performance of the Service Agreement with the obligations applicable to it in this regard.

## **4. OBLIGATIONS OF THE PROCESSOR**

### **4.1. Processing on the documented instructions of the Controller**

The Processor shall process the Data concerned only on documented instructions from the Controller, including with regard to Data Transfers outside the EU, unless the Processor is required to do so by Union or member state law to which it is subject. In such a case, the Processor shall inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

The Parties expressly agree that this Agreement, together with the Service Agreement, constitute documented instructions from the Controller within the meaning of the preceding paragraph.

### **4.2. Assistance provided to the Controller**

The Processor undertakes to take all necessary measures to assist the Controller in ensuring compliance with its obligations under the Applicable laws and regulations on the protection of personal data and more particularly the GDPR, namely, in particular:

- its obligations related to the security of the Processing concerned and the confidentiality of the Data concerned,

- its obligations to notify the Supervisory Authority of Personal Data Breaches,
- and its obligations to carry out prior impact assessments (PIAs) and to consult, where necessary, the Supervisory Authorities prior to the implementation of a Processing.

With regard to requests to exercise the rights of Data Subjects, it is recalled that the processing operations carried out by the Processor on behalf of the Controller relate to non-directly identifying personal data and that the purposes of this processing do not require the identification of Data Subjects.

Consequently, the Processor is not able to respond to a request for exercising the data subject's rights and will redirect to the Controller, without undue delay, any such request that it receives in connection with the Processing concerned and will not respond to such a request itself.

#### 4.3. Security of Processing

The Processor undertakes to take and maintain all appropriate technical and organizational measures taking into account the risks presented by the Processing concerned, in order to ensure an adequate level of security of the Processing concerned and to protect the Data concerned against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, in particular when the processing involves the transmission of data by network, and against any other unlawful forms of processing.

#### 4.4. Confidentiality of the Data concerned

Processor agrees to put in place procedures to ensure that its employees and any third parties to whom it allows access, to the extent permitted by this Agreement, to the Data concerned, including its own processors and other partners ("**Authorized Recipients**"), are bound by appropriate confidentiality obligations with respect to the Data concerned, whether through confidentiality commitments or agreements or by application any legal or regulatory confidentiality or secrecy obligations applicable to such Authorized Recipients.

#### 4.5. Information and audit rights

The Processor shall make available to the Controller at all times, and communicate to the Controller on demand, any document or evidence necessary to demonstrate compliance with its obligations in its capacity as Processor.

These documents and evidence are confidential and the Controller undertakes not to communicate them to third parties, except to any competent authority or court for the sole purpose of demonstrating the compliance of the Processing concerned with the Applicable laws and regulations on the protection of personal data.

The Controller has a right to have a certified independent auditor (a "**Third-Party Auditor**") audit the Processor to verify or have verified the Processor's compliance with its obligations under this Data Protection Agreement, including, but not limited to, its obligations related to the security of the Processing concerned.

The audits referred to in this paragraph may only be carried out once every 12 months, except for important grounds, during normal office opening hours, and subject to one (1) week's written notice to the Processor including the designation of the persons or entities commissioned by the Controller

to conduct the audit. Operations carried out in the offices and with the staff of the Processor may not last more than three (3) working days.

The Controller undertakes that any person who participates in the audit operations described above, including its employees and the Third-Party Auditors, is bound by appropriate confidentiality obligations with respect to the information collected during such operations, whether by means of confidentiality commitments or agreements or by application of legal or regulatory confidentiality or secrecy obligations applicable to such persons.

The Processor shall have the right to oppose the appointment of a specific Third-Party Auditor if, for compelling reasons relating to its specific situation, the performance of the audit by this Third-Party Auditor manifestly presents a risk of causing damage to the Processor. Under no circumstances shall the exercise of the above-mentioned option have the object or effect of preventing any audit from being carried out by or on behalf of the Processor.

#### **4.6. Personal data breaches**

The Processor notifies the Controller of any personal data breach as soon as possible after having become aware of it.

In order to assist the Controller in its notification obligations to the Supervisory Authority, this notification will include the following information, provided that the Processor has this information and that the Controller does not already have it:

- (a) a description of the nature of the personal data breach, including, where possible, the categories and approximate number of persons affected by the breach and the categories and approximate number of personal data records concerned;
- (b) the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
- (c) the likely consequences of the personal data breach;
- (d) a description of the measures taken or proposed to be taken by the Processor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Given the nature of the personal data processed by the Processor that constitute non-identifying personal data, the Processor will not be able to assist the Controller in the event that communications of a personal data breach are to be made to data subjects.

#### **4.7. Subcontracting**

The Controller is informed that the Processor itself uses sub-processors, as listed in Appendix 1, and accepts it. The Controller gives the Processor a general authorization to use sub-processors.

The Processor undertakes to notify the Controller in advance in the event that it wishes to replace or add an existing sub-Processor or subcontract all or part of its obligations under the Service Agreement. The Controller may raise reasoned objections within 15 (fifteen) working days, by means of a duly reasoned written notification.

Where the Processor uses sub-processors, the same data protection obligations as those set out in this Agreement are imposed on that sub-processor by contract, in particular with regard to providing sufficient guarantees as to the implementation of appropriate technical and organisational measures so that the Processing meets the requirements of the GDPR. Where such sub-processor fails to comply

with its data protection obligations, the Processor shall remain fully liable to the Controller for the performance by the sub-processor of its obligations.

#### **4.8. Data transfers outside the EU**

None of the Data concerned may be subject to a Data Transfer without the prior written consent of the Controller.

In the event that the Processor has obtained the prior written consent of the Controller relating to the Data Transfer after having informed it of the location of the recipients, the Processor undertakes to implement appropriate safeguards to govern the Data Transfer in accordance with the provisions of Articles 44 et seq. of the GDPR.

#### **4.9. Deletion/Return of Personal Data**

The Processor undertakes, at the end of the Service Agreement, to proceed with the definitive and irreversible deletion of all the Data concerned still in its possession or to return all the Data concerned to the Controller in an intact and reusable format, and to order all of its Processors to proceed with this deletion or restitution, as instructed by the Controller.

In the absence of documented instructions from the Controller, the Processor will prefer, under the previous paragraph, the deletion of the Data concerned.

The deletion or return of the Data concerned within the meaning of the two preceding paragraphs means the deletion or restitution, in particular, of any files, documents, media or material of any kind including Personal Data entrusted under this Agreement. In the event of a deletion of the Data concerned, the Processor undertakes to provide the Customer, at the latter's request, with a certificate of deletion of the Data concerned.

#### **4.10. Warning from the Controller**

In the event that the Processor considers that a documented instruction from the Controller concerning the Processing concerned could be considered unlawful under the Applicable laws and regulations on the protection of personal data, or could lead to a breach or violation thereof, the Processor undertakes to immediately inform the Controller, it being specified that the latter remains the sole judge between the Parties of the validity of the instructions given concerning the Processing concerned.

In the event of a conflict between the provisions of this Agreement and those of the Terms of Service, the Parties agree that the provisions of this Agreement shall prevail.

## **APPENDIX**

**1**

### **TECHNICAL AND ORGANISATIONAL MEASURES PUT IN PLACE BY ADRENALEAD**

#### **ADRENALEAD Organizational Security**

The organisation includes at least one safety manager for all areas contributing to the smooth running of the service.	François GERMAIN – Partner CTO
Any employee involved in the Customer-related activity has signed a personal confidentiality agreement as part of their employment contract.	Employees Technical Team Employees Product Team Employees Account Management Team Direction
<b>Physical Security of Data Centers</b>	
Please see Amazon Web Service Physical Security Policy	
<b>Physical Security of ADRENALEAD's Premises</b>	
ADRENALEAD's premises are equipped with protective equipment	<ul style="list-style-type: none"> <li>• Protection against intrusion and burglary;</li> <li>• Intrusion and burglary detection;</li> </ul>
The means of protection against intrusion and supervision must make it possible to physically identify people regardless of the conditions.	Video surveillance system
<b>Security of the AWS Cloud Solution and the associated IS ADRENALEAD</b>	
Access to ADRENALEAD information system	Passwords consist of at least 8 characters that combine at least uppercase and lowercase letters as well as numbers or special or accented characters.
Access to resources and network ADRENALEAD	<p>Each person who accesses computer resources or network has an individual account which can be:</p> <ul style="list-style-type: none"> <li>• Either a nominative personal account that will only be used by this person throughout the life of the account;</li> <li>• Either an individualized account that can be assigned to various people during the life of the account while still being assigned to only one person at a time.</li> </ul>

**Sub-processors:**

Name of Subprocessor	Purpose of the subcontracting	Place from which the service entrusted is carried out	Supervision of transfers outside the EU
----------------------	-------------------------------	---	---

Amazon	Notifadz Platform Hosting (AWS)	EU, France, Paris	No transfers outside the EU
Max Mind	Geolocation solution by IP address	Rental of a database with daily download of the updated file. Day-to-day questioning on our own servers managed by AWS (Paris)	No transfers outside the EU

## APPENDIX 2

### TRACKING DEVICES SET UP FOR THE PROVISION OF SERVICES

#### First-party cookies deposited for the operation of the solution.

##### 1. Cookies for capping, counting displays:

WPN Subscriber allows notifications: CASE 1

WPN Subscriber declines notifications: CASE 2

WPN Subscriber did not interact with the notification request: CASE 3

Tracking device Name	Temporality	Description of the tracking device and purpose	Services for which this tracking device is used
nadz_dailyVisits	Deposit on the 1st visit of the day of the WPN Subscriber on the site (without prior action on his part) as soon as our nadz-sdk script is loaded  CASE 1 CASE 2 CASE 3	This cookie does not store any data. It is a unique cookie placed on the Customer's website, lifespan: 1 calendar day.  Purpose: to count the unique daily visits to the site in numbers and in an anonymised manner on the ADRENALEAD servers and to calculate the opt-in rate	SaaS Retargeting
HIS	Temporality :	Script placed on the Customer's website.	SaaS Retargeting

	Deposit after an Optin Request has been posted  CASE 3	Variable lifespan but by default of 24 hours allowing to display only one optin request per 24 hours.  If the WPN Subscriber has already accepted or declined the opt-in request, no cookies will be placed.	
--	--	--	--

**2. The elements put in the LocalStorage by ADRENALEAD related to Triggers / automated campaigns:**

Tracking device Name	Description and purpose	Services for which this tracking device is used
<b>campaigns</b>	list of 'Triggers' campaigns for the site in question (linked to siteld)	SaaS Retargeting
<b>validatedCampaigns</b>	Trigger campaigns validated by the WPN Subscriber (allows you to know if to send a CREATE, UPDATE or DELETE signal and avoids over-soliciting our architecture)	SaaS Retargeting
<b>checkAgain</b>	Allows you to restart the sending of a campaign that could not be completed during a visit. Retry on next page load.	SaaS Retargeting



<b>userProfile</b>	key/value map to store tags about the WPN Subscriber. o <b>Fixed elements:</b> § ids: siteld of the Customer § pushSubscription : information regarding optin (keys, endpointId, endpoint url, and optinInfo ADRENALEAD : browser, os, countryCode, postalCode etc) o <b>Dynamic elements:</b> depends on the tagging carried out via our script/sdk (example: <code>_nAdzqTriggers.push(['addValue', 'cartProducts', 'productA']);</code> to tag ' <b>basketProducts</b> ' with the value ' <b>productA</b> ')	SaaS Retargeting
--------------------	---	------------------

Deposited only if the Triggers script has been embedded and the cookie accepted by the WPN Subscriber via Customer's CMP.

### APPENDIX 3

#### AUDIENCE MONETIZATION SERVICE

##### Data concerned:

- **Master Data**
- **Additional data collected in the context of personalized web push campaigns:**

2 examples of campaigns and required information:

##### Exemple welcomePush

- Date of optin
- pushSubscription(OPTIN: Endpoint, p256 key, and auth key)
- Date last exchanges with the server (date of last visit to the site)

##### Example of a visit

- Date of visit

- URL visited
- Date of optin
- pushSubscription(OPTIN)
- Date Last Exchanges with Server

#### APPENDIX 4

##### WEBCAST PUSH NOTIFICATIONS SERVICE

« Retargeting Solution SaaS »

##### Data concerned:

- **"Master Data" collected by the Processor (ADRENALEAD), not communicated to the Controller**
- **Data collected by the Controller (Customer) in the context of retargeting campaigns by personalized web push notifications:**

The choice of this data is exclusively at the choice of the Controller.

<b>Purpose of the Services</b>	Provision of ADRENALEAD's Notifadz Delivery Platform for the collection of WPN Subscribers and the sending of web push notifications by Customer to WPN Subscribers on Customer's Site.
<b>Purpose(s) of the processing carried out by the Controller</b>	<ol style="list-style-type: none"> <li>1. Creation by the Customer of a subscriber base that has agreed to receive Web Push Notifications from its site.</li> <li>2. Performance monitoring: measurement of the conversion of web push notifications campaigns (sales, leads, etc.) sent by the Controller.</li> <li>3. Targeting campaigns based on device (desktop or mobile), browser, location, subscription domain</li> </ol>

	<p>4. Setting up campaigns based on a trigger determined by the Controller based on the WPN Subscriber's behavior (e.g. visit to a particular page) or time (e.g. following the date of last visit)</p>
<b>Qualification of ADRENALEAD's role in processing</b>	Processor
<b>Processing operations carried out by the processor</b>	<ul style="list-style-type: none"> <li>• Collection (subscription)</li> <li>• Check in</li> <li>• Update</li> <li>• Erasure (unsubscribe)</li> <li>• Retention</li> <li>• Destruction (at the request of the Client)</li> </ul>
<b>Categories of data subjects</b>	<ul style="list-style-type: none"> <li>• WPN Subscribers of the Customer Site</li> </ul>
<b>Types of Personal Data processed by the processor</b>	<p><b>"Master Data" collected by the Processor for Subscribers, not communicated to the Controller:</b></p> <ul style="list-style-type: none"> <li>• Operating System (OS)</li> <li>• Browser Type</li> <li>• Geolocation information from IP (Country, zip code, city)</li> <li>• ISP</li> <li>• Connection type (mobile or fixed access point)</li> <li>• Optin date</li> <li>• Opt-in transaction information*</li> <li>• Website URL (domain name) at the time of opt-in*</li> <li>• Browser's User Agent</li> <li>• IP Hash (IP address that has been subject to some form of encryption)</li> </ul> <p><b>Additional data collected by the Controller in the context of personalized web push notification campaigns:</b></p>

	<p>The choice of this data is exclusively at the choice of the Controller.</p> <p>The data is defined by the Controller and/or linked to the opt-in during the campaign configuration. Data is dynamic and not limited in number. It is set up and transmitted by the Controller. (Key/Value System)</p> <p>3 examples of campaigns and required information:</p> <p>Exemple welcomePush</p> <ul style="list-style-type: none"> <li>• Date of optin</li> <li>• pushSubscription(OPTIN: Endpoint, p256 key, and auth key)</li> <li>• Date last exchanges with the server (date of last visit to the site)</li> </ul> <p>Example shopping cart</p> <ul style="list-style-type: none"> <li>• Last Product</li> <li>• Date of optin</li> <li>• pushSubscription(OPTIN)</li> <li>• Date Last Exchanges with Server</li> </ul> <p>Example of a visit</p> <ul style="list-style-type: none"> <li>• Date of visit</li> <li>• URL visited</li> <li>• Date of optin</li> <li>• pushSubscription(OPTIN)</li> <li>• Date Last Exchanges with Server</li> </ul>
	<b><i>Your answer</i></b>
<b>Recipients categories of Recipients</b> or	Amazon Web Services Hosting
<b>Processors and Partners</b>	Amazon Web Services (WPN subscriber database and working servers)
<b>Retention period(s)</b>	<ul style="list-style-type: none"> <li>• <b>Master Data of WPN subscribers:</b> by default duration of the contract or to be determined by the Controller</li> </ul>

	<ul style="list-style-type: none"> <li>• Deletion when subscriber unsubscribes</li> <li>• <b>Retention period for additional data related to WPN subscribers:</b> by default the duration of the contract or to be determined by the Controller</li> <li>• Deletion when subscriber unsubscribes</li> </ul>
<b>Data Privacy and Security</b>	<p>Our technical infrastructure is hosted on AWS:  <a href="https://aws.amazon.com/fr/compliance/data-center/controls/">https://aws.amazon.com/fr/compliance/data-center/controls/</a></p> <p>See below the table "Technical and organizational measures put in place by the Processor"</p>
<b>Requests for exercising subject's rights</b>	<p>ADRENALEAD Side:</p> <p>The data collected is not identifying. Reconciliation between any natural person and a web Push subscriber (Endpoint) is made impossible on Notifadz.</p> <p>Customer Side</p> <p>Depending on the data reconciliation techniques that may be implemented by the Controller (Customer), only the Controller may respond to requests for exercising a right of access.</p>
<b>Name and contact details of the DPO</b>	<p>François GERMAIN</p> <p><a href="mailto:francois@adrenalead.com">francois@adrenalead.com</a></p> <p>06 51 36 12 82</p>