



TERMS OF USE FOR INFLUENCERS

These Terms of Use for Influencers (the “**Terms of Use**”) sets forth your navigation on the website yoo.paris and your use of the website platform **as an Influencer**.

YOÔ platform is offered by WOÔ, a simplified joint-stock company (SAS) registered at the French RCS under the SIREN identification number 814 542 288, with headquarters located 11 avenue Parmentier in Paris (75011), France.

Therefore, these Terms of Use constitute a contract between you and WOÔ.

By navigating on the website and using the platform, you shall fully agree to the Terms of Use and shall not invoke any lack of knowledge or acceptance of these Terms.

You must also explicitly and fully agree to the Terms of Use upon your registration to the platform as an influencer.

NB: If you wish to use the platform to represent an advertiser (of a brand), these Terms of Use are not relevant to your case. Please register by following this link : https://www.yoo.paris/brand_members/sign_in.

SECTION 1: DEFINITIONS – NAVIGATION AND REGISTRATION

1. Definitions

These Terms of Use will use the following words and expressions with the following definitions:

- **“Advertisers”**: YOÔ’s client brands and/or client trade names who want to promote their products, services and/or brand image (or, in the case of agencies and other intermediaries, their clients’ products, services and/or brand image) through Advertising campaigns.
- **“Brief”**: invitation to take part in an Advertising campaign defined and sent to the Influencer by an Advertiser or YOÔ on its behalf. As part of this Advertising campaign, the Influencer must comply with the set of specifications included in the Brief, such as the designation of products, services, events and/or activities to promote during the

Advertising campaign, the duration of the Advertising campaign, the relevant Social media, the obligations and requirements regarding the Influencer Contents.

- **“Advertising campaign”**: any marketing action organised by an Advertiser via the Platform, by the conveying a Brief to the selected Influencers, in compliance with Article 8 below, in order to promote products, services and/or the Advertiser’s image (or, in the case of agencies or other intermediaries, their own clients).
- **“Influencer Account”**: the Influencer’s personal access to the Platform, materialised by a personal space on the Platform.
- **“Content”**: any content posted by an Influencer on any social media as part of their participation in an Advertising campaign, regardless of the nature of the content (text, picture, video, etc.).
- **“Goodies”**: advertising products made available for the Influencer by the Advertiser as part of an Advertising campaign. The Influencer may be allowed to keep all or part of these Goodies.
- **“Login details”**: means of accessing the Platform, specific to each User. They consist of their Instagram account details (“Instagram Connect” feature).
- **“Influencer”**: any Visitor who registered as an influencer on the Platform, under their own name, by themselves or by a duly authorised representative on their behalf, in compliance with the procedure defined in Article 4 below. For the sake of clarity, it is stated emphatically that the Influencer is a Visitor under these Terms of Use.
- **“Platform”**: the intermediation platform offered and managed by YOÔ, accessible for Influencers via the Website.
- **“Social media”**: social media and other websites or applications, as specified in the Brief, on which the Influencers must post the Influencer Contents as part of an Advertising campaign. These social media are, for example, Instagram, Facebook or Twitter.
- **“Website”**: this website, namely the set of pages and contents accessible under the domain name yoo.paris.
- **“Visitor”**: any natural person visiting the Website and its pages and contents, be they an Influencer or not.
- **“YOÔ”**: WOÔ, a simplified joint-stock company (SAS) registered at the French RCS under the SIREN identification number 814 542 288, with headquarters located 11 avenue Parmentier in Paris (75011), who edits, offers and manages the Website and the Platform.

All the terms and expressions above can be used both in the singular or plural form.

2. Purpose of the Platform

The Platform is designed, offered and managed by YOÔ, and aims to enable Influencers to take part in Advertising campaigns started by Advertisers who are YOÔ's clients, by posting Contents related to the products, services, activities and/or events of these Advertisers on various Social media, upon their registration on the Website and acceptance of these Terms of Use.

By registering on the Platform, the Influencer can use a tool to offer their Internet exposure to YOÔ's client Advertisers, and obtain, if applicable, *goodies* or gifts from the Advertiser (on a case-by-case basis, according to the terms set in the Brief of the relevant Advertising campaign).

For this purpose, the Influencer is invited to complete their personal profile, interests and activity on Internet and social media. Based on the relevance of this information, the Influencer can receive Briefs conveyed by the relevant Advertiser or by YOÔ on its behalf, inviting them to take part in Advertising campaigns, according to the terms defined in Article 8 below.

It shall be stated that YOÔ only acts in this context as an intermediary of the Advertisers and as a technical solution (the Platform) provider. Once accepted by the Influencer and the relevant Advertiser, the Brief constitutes a contract between both parties for the participation of the Influencer in the relevant Advertising campaign, contract for which YOÔ is not, in any way, a party.

3. Navigation on the Website

The Website is publicly accessible for any Visitor with an Internet connection, without any age restriction or charges (aside from Internet connection costs that are, in any case, at the expense of the Visitor).

4. Registration and access to the Platform

The access to the Platform is for the exclusive use of Influencers (*and also the Advertisers representatives who have a different registration procedure, available at the following address: https://www.yoo.paris/brand_members/sign_in*).

The Visitor who may wish to access the Platform as an Influencer shall then complete his registration beforehand, by themselves or by a duly authorised representative, by using the registration form available at the following address:

https://www.yoo.paris/influencers/sign_in.

It is mandatory for the Visitor to at least indicate their Instagram ID, so that they can register as an Influencer. This is done in order to enable the evaluation of the relevance of the Contents posted by the Influencer, as part of the selection of the Influencers invited to

participate in Advertising campaigns (according to the procedure defined in Article 8.a below).

The registration and access to the Platform, as well as its use, are exclusively intended for Visitors who are more than eighteen (18) years old at the date of registration.

The Influencer guarantees that the information entered when they registered is accurate and that they correspond to themselves, even if the Influencer may not have entered them themselves. The use of the Influencer account is strictly personal and shall not be sold, rented, delegated or transferred in whole or in part to any third party, except for a representative duly authorised by the Influencer (in this case, the Influencer shall provide YOÛ with a written copy of this authorisation and hand it over to the company upon its first request) or a legal representative of the Influencer if the latter is less than eighteen (18) years old.

The Influencer shall update and edit the information related to their Influencer account in the event that it is outdated as a result of a change in the personal or professional status of the Influencer.

Any failure to comply with the aspects mentioned above, and more generally with the obligations of the Influencer set by the Terms of Use, can justify the suspension without notice of the Influencer account, and even its deletion according to the terms defined in Article 17.b below.

5. Intellectual property

No provision of the Terms of Use shall be interpreted as granting the Visitor any right on the Website or the Platform components, nor on the brands, designs, logos, texts, pictures, softwares, sound and visual components of YOÛ or operated by the latter.

In general, the Visitor shall not use any of the elements aforementioned that could exceed or be incompatible with a normal use of the Website and the Platform, namely visiting the Website and using the Platform in compliance with these Terms of Use.

6. Personal data

YOÛ places great importance on the protection of its Visitors' and Influencers' privacy.

For more information on how YOÛ processes the Visitors' and Influencers' personal data, they can refer to YOÛ's privacy policy by following the link below:

<https://www.yoo.paris/assets/privacy-eec51a97c0792a90b39f0bc863320d0013499ba60adf900c9d26822610290561.pdf>

It shall be stated that this policy **does not belong** to the Terms of Use and is only an informative document intended for Visitors and Influencers.

In addition, YOÛ using the YouTube API Services, they have a Privacy Policy specific to their operation, available at the following link:
<https://policies.google.com/privacy>

7. Liability

a. YOÔ liabilities

Under these Terms of Use, YOÔ liabilities are limited to make the Website and the Platform available under the terms defined below.

The Platform enables the Influencer to:

- Create and complete their profile by adding or editing their information;
- Appear on the list of Influencers who can be selected by YOÔ and/or the Advertisers to take part in Advertising campaigns of these Advertisers;
- Apply for Advertising campaigns;
- Receive Briefs and accept or decline them at their own discretion.

Regarding the availability of the Website and the Platform based on infrastructures and tools scalable and not subjected to any guarantee by nature, YOÔ is only liable for the means, valued in terms of YOÔ's capacities, resources and technical skills. These solutions are reasonably required in view of the Website and Platform nature and the technical situation on the date of the alleged problem.

Therefore, the Visitor understands and agrees that YOÔ shall not guarantee a constant availability and a functioning free from defects of the Website and the Platform.

In the event that the alleged failure to comply with its obligations would be due to force majeure, to an action of the alleged victim or an action of a third party not related to the provision of the Website and the Platform, YOÔ cannot be held liable.

b. Influencer liabilities

The Influencer vouches themselves and on their own behalf for the use of their Influencer account, even in the event that they assigned, authorised or allowed by their negligence the use of their Influencer account by a third party.

The Influencer is also liable for the safety and privacy of the Login details of their Influencer account. In the event of loss or exposure of their Login details, or more generally in the event of a suspected risk of unauthorised access to his Influencer account, the Influencer shall edit their Login details immediately with the tools provided by the publishing company of the social media Instagram, and shall inform YOÔ without delay via the contact details mentioned in Article 15 below.

SECTION 2: PARTICIPATION IN THE CAMPAIGNS

8. Conduct of the Advertising campaigns

a. Influencers recruitment process

By registering on the Platform, the Influencer expresses their availability to receive Briefs from Advertisers and thus to take part in Advertising campaigns.

For this purpose, they complete an “Influencer profile” comprising various information, including at least one or several link(s) to their different(s) accounts and pages on Social media.

The selection of Influencers authorised to take part in an Advertising campaign is divided into three steps, described below.

(i) Pre-selection:

A first selection of the Influencers invited to take part in an Advertising campaign is made in consideration of the relevance of each Influencer profile, regarding the subject of the relevant Advertising campaign.

For this purpose, the Platform uses algorithms and methods owned by YOÔ, that allow for the selection of the most relevant Influencer(s) to guarantee the success of the Advertising campaign.

The criteria to assess the relevance can include – but are not limited nor do they compel YOÔ or the Advertiser to take into account in whole or in part these criteria in each situation – the purpose of the Advertising campaign, the general aim of the Advertiser, the relevant Social media or even the Influencer’s interests which they mentioned in their profile on the Platform, the quality level and the exposure and commitment indicators for the Influencer’s previous posts on the relevant Social media (amount of views, reactions, comments, sharing, etc.).

(ii) Confirmation by the Influencer:

The Influencers pre-selected via these algorithms and proprietary methods receive an invitation to take part in the relevant Advertising campaign, in order to confirm if they agree or decline to participate. The lack of answer from the Influencer to the invitation is viewed as a refusal from the Influencer to take part in the relevant Advertising campaign.

The Influencer is not in any way obliged to take part in any of the Advertising campaigns. On the other hand, any refusal from the Influencer to take part in any Advertising campaign is final and irrevocable.

Approvals are processed on a first-come-first-served basis: when the maximum number of Influencers requested by the Advertiser for the Advertising campaign has answered favourably to the invitation, Influencers who give their approval later are placed on a

waiting list, and they may take part in the Advertising campaign only if one or several other Influencer(s) drop out or are declined by the Advertiser, in compliance with (iii) below.

(iii) Validation by YOO/the Advertiser:

Depending on whether the Brief was drawn up by the Advertiser itself or by YOO on its behalf, the list of Influencers selected to take part in the Advertising campaign is ultimately validated by the Advertiser or by YOO. YOO and the Advertiser reserve the discretionary right to decline the participation of Influencers who have accepted to take part in an Advertising campaign, for instance on grounds of an excessive number of approvals in regard to the needs of the Advertising campaign.

The Influencers eventually selected receive a message confirming their participation. The lack of a confirmation message means that the Influencer was ultimately not selected and has therefore no right to take part in the Advertising campaign.

In any case and generally, the Influencer understands and accepts that they have no right to be selected for a given Advertising campaign, and that neither YOO nor the Advertiser have any obligation to send them offers or invitations accordingly.

Neither YOO nor the Advertiser are bound to offer a given Advertising campaign to any minimum number of Influencers.

To maximise their chances to be selected, the Influencer can only complete at best their “Influencer profile” on the Platform and endeavour to enhance their exposure and commitment indicators on Social media.

Furthermore, the Influencer acknowledges that being selected at the end of the process described above do not prevent them in any way from being excluded of the Advertising campaign later on nor from demands of total or partial withdrawal of their Influencer Contents according to the terms defined in Article 8.c below.

The possible spontaneous applications of the Influencers who wish to take part in a certain Advertising campaign are processed, approved or declined in compliance with this provision (iii).

b. Brief

The Influencers selected for a certain Advertising campaign receive the full Brief of this Advertising campaign. They agree to guarantee their participation to this Advertising campaign in compliance with this Brief.

With regards to this, the Brief, whether it was created and sent by the Advertiser itself or by YOO on its behalf, constitutes a contract between the Advertiser and the selected Influencer, contract to which YOO is not in any way a party.

The Brief includes the details of the Advertising campaign, such as:

- The dates of the Advertising campaign;
- The nature of the products, services, activities and events to promote;

- The types of Influencer Contents to create and post;
- The targeted Social media;
- The specific terms of provision of products and materials to meet the needs of the Advertising campaign (if needed).

The Brief can also include a certain number of elements and/or instructions that must necessarily be integrated and/or taken into account in the Influencer Contents for the relevant Advertising campaign, in particular in the event that the products, services, activities and events to promote are subjected to specific advertising regulations.

Any failure from the Influencer to comply with the specifications of the Brief can lead to their exclusion from the ongoing Advertising campaign, a request for a total or partial withdrawal of the Influencer Contents (according to the terms defined in Article 8.c below) and even the suspension or termination of the Influencer Account (according to the terms defined in Article 17 below).

c. Publication and management of the Influencer Contents and Advertiser Contents

The Influencer selected to take part in an Advertising campaign shall post Influencer Contents that they created themselves, complying strictly with the requirements of the Brief and these Terms of Use.

YOÔ reserves the right to validate the Influencer Contents and/or to have them validated by the relevant Advertiser, prior to their actual publication on Social media.

YOÔ and the Advertiser also have a scrutiny right to the publication *a posteriori*, which allows them to demand the total or partial withdrawal and/or the modification of one or various Contents, if they do not fully comply with the Brief and/or these Terms of Use. In the event of receiving such a demand from YOÔ and/or the Advertiser, the Influencer shall withdraw the targeted Contents without undue delay and in any case within a maximum of twenty-four (24) hours.

The Influencer understands and accepts that the Advertising campaign can be stopped, suspended, postponed or cancelled in whole or in part, upon the sole decision of the relevant Advertiser, including at any time during the Advertising campaign. In such circumstances, YOÔ shall notify in writing the relevant Influencers, who must stop any activity with respect to the current Advertising campaign upon receipt of this notification. If appropriate, YOÔ shall also notify in writing these Influencers of the resumption of the Advertising campaign, mentioning the possible changes in the terms of the Brief.

The Influencer understands and accepts that the terms of the Advertising campaign can be modified in whole or in part, upon the sole decision of the relevant Advertiser, including at any time during the Advertising campaign. In such circumstances, YOÔ shall notify in writing the relevant Influencers, who must comply with the new terms upon receipt of this notification.

In the event of failure from an Influencer to comply with the Brief specifications and/or with these Terms of Use, YOÔ reserves the right to exclude this Influencer from the Advertising campaign, including upon request of the relevant Advertiser. The exclusion from the Advertising campaign, for the Influencer leads to an immediate obligation to cease all activity related to this Advertising campaign and particularly all publication or relay of Influencer Contents and or Advertiser Contents.

d. Provision of products and invitations to the Advertiser's events/activities

As part of the Advertising campaigns, the selected Influencers may be granted products and/or materials by the Advertiser (including via YOÔ), and/or be invited to take part in event or activities organised by the Advertiser and/or by YOÔ.

The products and materials made available shall be under the personal and strict responsibility of the Influencer, without any transfer of property for the benefit of the latter. The Influencer hereby agrees:

- To not use these products and/or materials for purposes other than the needs of the Advertising campaign, given that the provision implies no transfer of ownership or of any real right for the benefit of the Influencer;
- To keep, at any time during the provision, the products and/or materials in their personal and exclusive custody and control;
- Unless otherwise expressly indicated in the Brief and except for the products intended by nature for consumption (such as food and beverages), to return to YOÔ and the Advertiser (according to the specifications of the Brief) all the relevant products and materials, including their original package, without any wears, within thirty (30) calendar days maximum as of the end date of the Advertising campaign as specified in the Brief; and
- To comply with all the provision's specific terms of service that are specified in the Brief, if applicable.

In the event that they would be invited to take part in an event or an activity by the Advertiser and/or by YOÔ as part of an Advertising campaign, the Influencer shall have a behaviour compliant with the hygiene and safety regulations and generally compliant with all the instructions set by the Advertiser and/or by YOÔ, and in any case to refrain any violent, dangerous, disrespectful, unlawful behaviour or in any other way detrimental to the image of the Advertiser and/or YOÔ or to the safety of property and people. Where appropriate, the regulations regarding the capture of sounds and pictures as part of events and activities are specified in the Brief.

e. Gifts and goodies

Exceptionally, and without any such obligation from the Advertiser or YOÔ, the Influencer may be allowed to keep in whole or in part the products and materials provided as part of an Advertising campaign, and/or receive advertising products ("goodies") from the Advertiser.

These gifts and goodies can notably be handed over, at YOÔ's sole discretion via the "Yooz Club", to the Influencers who had the most important activity on the Platform during the past month, based on a system of points granted (i) for each participation to an Advertising campaign and (ii) for each registration of a new Influencer who specified the referral code of the relevant Influencer, as described in Article 8.f below. The Influencer understands and accepts that the calculation of points, as part of this paragraph, is done on the sole basis of the data registered to date in YOÔ's information systems, and that nothing shall force YOÔ, in any case, to implement this system and the submission of gifts and/or goodies consequently.

From the express agreement between parties, these products, materials and goodies represent gifts granted to the Influencer for advertising purposes and are not, in any case, a salary or payment of the Influencer.

f. Sponsorship

The Influencer can sponsor other Influencers by sending an individual alphanumeric code, to be entered during the registration of the new Influencer.

For each new Influencer registered using their referral code, the sponsor Influencer earns points taken into account for the grant of monthly rewards aforementioned in Article 8.e.

9. Influencers Obligations – Guarantees

The Influencer declares and guarantees having all the rights, authorisations and qualities required, having if necessary executed the formalities with the competent bodies, in order to lawfully be able to (i) accept the Terms of Use, use the Platform and take part in Advertising campaigns, and (ii) act as an influencer, whether it be professionally or habitually. They declare and guarantee furthermore to be up to date regarding all contributions and other mandatory payments to the bodies aforementioned, if necessary.

When selected for an Advertising campaign, the Influencer shall actively take part in this Advertising campaign by posting Influencer Contents in sufficient quantity and quality, by taking into account the terms of the Advertising campaign and in any case by complying with the terms of the Brief. The Influencer shall especially use the eventual Advertiser Contents and systematically include the mentions listed as mandatory in the Brief within each of the Influencer Contents posted as part of the relevant Advertising campaign.

Unless expressly requested otherwise by YOÔ or the relevant Advertiser, the Influencer shall leave the Influencer Contents online, openly accessible and as they were put online initially, during at least **three (3) years** as for the date they were put online. This paragraph does not apply to Influencer Contents that are naturally temporary such as Instagram "*stories*".

By agreeing to take part in an Advertising campaign in compliance with Article 8.a.(ii) above, the Influencer declares and certifies having no conflict of interest in any way with a rival of the relevant Advertiser and more generally having no conflict of interest in any way with the Advertiser himself. The Influencer shall loyally promote the products, services and brand image of the Advertiser, with the best interests of the Advertiser in mind.

The Influencer guarantees that the Influencer Contents they post or relay are legal and do not infringe any right of a third party, including but not limited to the copyright, the trademark, design and template rights and/or personality rights.

In order to limit the risks of unauthorised use of works protected by a copyright, the Influencer is invited to use first and foremost the pictures and sound tracks coming from banks of royalty-free files or files under a public copyright license, such as catalogues of sound tracks offered where appropriate by the Social media (such as Instagram).

Where appropriate, the Influencer guarantees having all the necessary rights and authorisations to post or relay Influencer Contents, and shall make available for YOÔ and the Advertiser all the necessary written evidence to establish these rights and authorisations and provide them with these evidence at first request.

Generally, the Influencer shall not post any Content that could damage the interests or brand image of YOÔ or an Advertiser, including but not limited to:

- Offensive, defamatory, hateful or unlawful Contents;
- Contents that may infringe the rights of a third party, including intellectual property rights or personality rights;
- Pornographic Contents or containing nudity;
- Controversial or political Contents;
- Contents that denigrate or depreciate in any way the brand image of the Advertiser;
- Contents relating to products, services or activities of a rival of the Advertiser, or revealing in any way a logo, a brand, a distinctive sign or the trade name of any other company than the Advertiser's;
- Contents that are misleading or with wilful misrepresentation of the real qualities of the products, services, activities of the Advertiser.

In compliance with the recommendations of the French advertising self-regulatory organization ARPP, the Influencer shall state in each of their Contents posted as part of an Advertising campaign, the existence of a commercial collaboration between him and the Advertiser.

This mention can be included in the Contents by any means related to the nature and the publication mode of the Content (picture caption, overprint text on the picture, oral mention at the beginning of the video, hashtag at the beginning of the list, etc.). Apart from an objective operational or technical constraint, the Influencer will use in this purpose the phrases “*in partnership with*” or “*sponsored by*” preceded by a hashtag.

The Influencer shall inform without delay YOÔ of any difficulty encountered as part of the Advertising campaign, especially in the event of a Content (i) that was reported or removed from the relevant Social media, or (ii) that would lead to negative, polemical, abusive, offensive, derogatory or defamatory reactions from the public (“*bad buzz*”) or

more generally to all answers and reactions of this public that could damage the brand image and/or the reputation of YOÔ or the relevant Advertiser. In such a situation, the Influencer shall precisely and without delay comply with the instructions YOÔ could give them, and in any case to make their best to terminate or at least limit the impact of the situation, including by moderating abusive or unlawful comments.

Generally, the Influencer shall communicate to YOÔ, at first written request of the latter or of the relevant Advertiser, any piece of information allowing to check their compliance with these Terms of Use and the Brief.

The Influencer guarantees all their commitments and statements stipulated in this Article 9 and in Article 10 below and shall hold YOÔ unscathed from any claim, dispute, complaint or action of any kind submitted by any third party, and from any sanction of any kind from any authority body or jurisdiction, when this claim, dispute, complaint, action or sanction would come from the failure of the Influencer to comply with their obligations. This guarantee includes (but is not limited to), besides the sum of monetary penalties, all the costs incurred by YOÔ to defend its interests, such as legal assistance costs and/or court representation costs.

10. Assignment of copyright

By posting an Influencer Content via the Platform, the Influencer shall assign to YOÔ all the reproduction rights and representation rights regarding this Influencer Content.

The “reproduction rights”, include the right to copy, reproduce, modify, transpose, translate, adapt, synchronise, improve, cut, integrate, scan, duplicate and/or print in whole or in part the Influencer Content, on all the media and by all means known and unknown on the date of these Terms of Use, by the company itself (YOÔ) or through any third party of its choice.

The “representation rights”, include the right to publish, show, broadcast, upload, make available, share, relay, communicate or send in whole or in part the Influencer Content, to any third party and public, by all means known and unknown on the date of these Terms of Use, by the company itself (YOÔ) or through any third party of its choice.

This assignment is agreed exclusively and free of charges for the benefit of YOÔ, for the whole period of the relevant rights, in all countries and territories. It includes the right to assign or sub-license in whole or in part the rights assigned to any third party at YOÔ's sole discretion (including but not limited to, for the benefit of the relevant Advertiser).

The assignment is agreed for any use of the Influencer Content on the Internet network and especially on the Social media, including but not limited to Instagram and Facebook.

The Influencer guarantees having all the necessary rights and authorisations to agree legitimately to this assignment and shall provide YOÔ with all the necessary written evidence to establish these rights and authorisations on its first request.

11. Image rights

In the event that the Influencer Contents would reveal the recognisable image of the Influencer, the latter grants to the Advertiser and YOÔ the free and exclusive authorisation to use this image through the use of the relevant Influencer Contents, by all means and on all the proper media, in all countries and territories and for a period of three (3) years or for the period of protection of intellectual property rights when the Influencer Content is protected by a copyright, object of the assignment agreed above, for the purpose of promoting products, services and/or brand images being part of the Advertising campaign.

It is expressly agreed that these Terms of Use are not intended for the use of the Influencer's image as such, but seek to capitalize on the reputation, exposure and/or expertise connected to the Influencer's name to promote products, services, and/or brand images subjected to the Advertising campaign. In particular, the Influencer is not specifically required to reveal their image as part of the Influencer Contents.

It is also expressly agreed that the Influencer retains the editorial and aesthetic control over the Influencer Contents, in compliance with the stipulations of the Brief and these Terms of Use. Neither the Advertiser nor YOÔ claim to produce the Influencer Contents.

In the event that the Influencer Contents would reveal the recognisable image of third parties who are natural people, the Influencer shall obtain from the latter a written authorisation of use of their image with similar terms to those of this Article, and communicate this authorisation to YOÔ at its first request; it is the Influencer's sole responsibility to seek and obtain this authorisation and to transfer it to YOÔ. Failing to obtain such an authorisation, the Influencer shall refrain any use of the image of the relevant third parties in the Influencer Contents as part of these Terms of Use.

12. Liability

The Influencer is strictly liable for the compliance with their obligations as part of these Terms of Use, even in the event that they would delegate its fulfilment in whole or in part to any third party, and/or would be assisted by any third party for their fulfilment.

Under no circumstances can YOÔ be held liable for the consequences of decisions made by the Advertisers impacting the progress of the Advertising campaign, including all decisions of cancellation, suspension, interruption or deferral of the Advertising campaign, as well as all decisions regarding a change of terms of the Advertising campaign as stipulated in the Brief. The Influencer understands and accepts consequently that they cannot sue or demand any compensation or indemnity of any kind from YOÔ, in the case that a decision of the Advertiser would cause any grievance, damage or harm, including any shortfall or loss of opportunity, no matter the cause or reason for the Advertiser's decision.

13. Independence and non-competition

No provision of the Terms of Use should be interpreted as establishing any representation, dependence or subordination relationship between the Influencer and YOÔ.

It is incidentally specified that, as part of the organisation of Advertising campaigns, YOÔ acts as an intermediary between the Advertiser and the relevant Influencers, under the law No 93-122 of the 29 January 1993 regarding the prevention of corruption and the transparency of the economic life and public procedures (also known as “loi Sapin”).

Even if it would have been designed or written by YOÔ of the behalf of the Advertiser, the Brief constitutes a contract between this Advertiser and the Influencer selected to take part in the Advertising campaign, contract by which the Influencer shall actively take part in this Advertising campaign, strictly complying with the specifications included in the Brief. YOÔ is not, in any case, party to this contract.

Notwithstanding the above, the Influencer expressly prohibits themselves from directly establishing an agreement with the Advertiser or receiving any payment or benefiting directly from the latter, for services equivalent, similar or associable to the services provided as part of these Terms of Use, during a period of three (3) years as from the end of the relevant Advertising campaign.

SECTION 3: DIVERSE PROVISIONS

14. Update

YOÔ reserves the right to update or modify these Terms of Use at any time.

The Influencers are informed via an email of information as from the date of the update. While navigating on the website and using the platform, the Influencers shall fully agree to the new version of the Terms of Use to be able to continue using the platform and shall not invoke any lack of knowledge or acceptance of these Terms.

In the event of disagreement with the content of the new Terms of Use, the Influencers can delete their Influencer Account in compliance with Article 17.a below.

15. Correspondence

Any communication, question or dispute related to the Terms of Use, the Website or the Platform should be sent to YOÔ by email at the address hello@yoo.paris or by regular mail at the address of YOÔ's headquarters (11 Avenue Parmentier, 75011 PARIS). Any sending by regular mail must be duplicated with a copy of the same mail sent by email.

Any communication to the Influencer is, unless otherwise and expressly requested and written from this Influencer, sent to YOÔ at the email address, the regular mail address or to the phone number associated to the Account of this Influencer on the sending date.

16. Applicable law and competent jurisdiction

Assuming that (i) the visitor is a professional using the website and/or the platform as part of their commercial, industrial, artisanal, independent or agricultural activity, or acts on the behalf of such a professional, and assuming that (ii) the visitor is an immigrant or is domiciled on the territory of a country other than France, any debate, disagreement, claim or dispute regarding the existence, validity, interpretation or enforcement of the Terms of Use is subjected to the French law, and the competent jurisdictions in Paris adjudicate, notwithstanding any plurality of defendants and any guarantee call.

17. Termination

a. Termination upon the Influencer's decision

The Influencer can delete their Influencer Account at any time via the Platform, provided that they fully complied beforehand with any remaining obligation, especially as part of a current Advertising campaign.

The deletion of the Influencer Account leads to a strict termination of the Terms of Use with regards to the relevant Influencer, except for the provisions the purpose of which, by their very nature, imply the persistence of certain obligations after the Influencer Account has been deleted, especially the provision of copyright assignment, stipulated in Article 10 above and the provision related to the image rights stipulated in Article 11 above.

b. Termination for breach of the Influencer

YOÔ reserves the right, in the event of a noticed failure to comply with the Terms of Use, to suspend the Influencer Account of the relevant Influencer.

In the event of serious and/or repeated failures to comply with the Terms of Use, YOÔ can, after giving the relevant Influencer notice to provide proper justifications, delete their Influencer Account. In this case, the Influencer has no right to seek compensation.

The deletion of the Influencer Account shall be understood as the termination of the Terms of Use with regards to the relevant Influencer for the failures of this latter, except for the provisions the purpose of which, by their very nature, imply the persistence of certain obligations after the deletion of the Influencer Account, especially the provision of copyright assignment, stipulated in Article 10 above. This termination shall also be understood without prejudice to the compensation that could be owed to YOÔ as part of the damage suffered as a result of the Influencer's behaviour.

12. Confidentiality

Unless prior written authorisation from the Advertiser, the Influencer agrees to strictly keep the personal information provided by the Advertiser confidential, including but not limited to the information of the Brief.

Furthermore, the Influencer shall enforce the compliance with this confidentiality undertaking of any person working with him in any way.

This confidentiality undertaking is not relevant to the use or disclosure of confidential information when this use or disclosure are driven by the enforcement of a legal or regulatory provision, a final court decision or an arbitral award.