

Contract for the Supply of Advertising Services
on Chamonix.net & Lovecourmayeur.com

1.0 IDENTITIES & DEFINITIONS

- 1.1 Supplier: SARL Chamonix Networks 396 rue du Lyret, 74400 Chamonix, France
- 1.2 Customer: An entity that is supplied with services by the Supplier
- 1.3 Party: a Customer or the Supplier
- 1.4 Parties: both the Supplier and the Customer that are party to this Contract
- 1.5 Website: either or both chamonix.net or lovecourmayeur.com
- 1.6 Audience: Viewer of the website
- 1.7 Adverts: An advertisement published on the website
- 1.8 Client: A computer or device that is not a server or an application running on a computer or device that is not a server
- 1.9 ARS: Advert Ranking System permits customers to bid for the placement of an advert on a page in the website
- 1.10 CRM: Customer Relationship Manager. A web-based application that permits Customers to create, read, update and delete Adverts, the use the ARS, to read and pay invoices raised by the supplier, to read activity reports
- 1.11 LMD: Advertising for a Last Minute Deal (LMD); the cost of which is deducted, on insertion, from the Credit held on account, by the Customer
- 1.12 Advertising Materials: images, text, and URLs within Adverts.
- 1.13 Credit: A sum of money paid by the Customer to the Supplier as an advance against the cost of ARS and LMD
- 1.14 HT: Hors Tax, a value that does not include TVA and might be subject to TVA

2.0 TYPES OF ADVERT

- 2.1 Display Adverts: text, image and link adverts listed on specific advertising pages
 - 2.1.1 Display Advert (default) image, text and link to Customer website and Read More link to FPA
 - 2.1.2 Full Page Advert (FPA) Up to 20 images, short text description, Long text description, Features and Facilities lists, Map, Contact details with form-mail
- 2.2 Banner Adverts
 - 2.2.1 Maxi Banner: an image only advert that shall display, centered and top on selected content and navigation pages, immediately below the page header with dimensions of 720 x 225 pixels
 - 2.2.2 Corner Banner: an image only advert that shall display in the top right corner of a page on the website, but below the page header and with dimensions of 300 x 250 pixels
 - 2.2.3 MiniMax Banner: an image only advert that shall display on the right side of a page in the website and with dimensions of 300 x 250 pixels
 - 2.2.4 Skyscraper Banner: an image only advert that might display, conditional on the web client deployed by the Audience User, in the left and the right margins of the website and with dimensions of 120 x 600 pixels
 - 2.2.5 Banner Adverts Display Frequency
 - 2.2.5.1 Banner Adverts are available as percentage of display, so that a Customer might purchase 10% increments of the display frequency for any given banner on any given page.
 - 2.2.5.2 Where available, a Customer might purchase multiples of 10% up to a maximum of 100%
- 2.3 Last Minute Deal (LMD) Advert: displays on the Home Page or another high traffic page.

3.0 UNDERTAKINGS & OBLIGATIONS

- 3.1 both Parties undertake to be bound by the conditions and the terms of this Contract
- 3.2 both Parties undertake to be bound by any variation of the conditions and / or the terms of this contract, as agreed in writing and delivered by e-mail, from the Supplier to the Customer, so that this contract shall provide the framework of the contract between the Parties.
- 3.3 the Supplier undertakes to display the Adverts purchased by the Customer, on

the pages agreed between the parties, for the full term of the contract.
3.4 the Supplier is obliged to provide website up-time of 99.99% within the term of the contract
3.5 the Customer undertakes to be bound by conditions and the terms of this contract

4.0 TERMS

4.1 Display Adverts and Banner Adverts for both New Orders and Renewals have a default term of 12 calendar months.
4.2 the term may vary where negotiated between the Supplier and the Customer.
4.3 the term, be it default or variation, shall be stated on the Supplier's invoice and is binding on both Parties under this contract.
4.4 Credit has no term

5.0 NEW ORDERS FOR ADVERTS

5.1 a New Order for an Advert, may be placed by a Customer, by e-mail, Skype or other written medium or by voice, in person or otherwise.
5.2 Acceptance of a New Order by the Supplier is effected by the first occurrence of one of the following:
5.2.1 an e-mail, Skype 'chat' or other written medium of which there is a record, that states or clearly implies acceptance of the New Order, or
5.2.2 where an invoice is sent by e-mail to the Customer.
5.2.3 where an invoice is delivered by hand, to the Customer.
5.2.4 where an invoice is delivered by conventional mail, to the Customer.
5.3 the date of a New Order and the Start date of the Advertising term may differ.
5.4 The Supplier's invoice shall specify the Start date of the term for the Advertising product.
5.5 For Cancellation of New Orders, see item 7.1 of this contract.
5.6 New Orders for Last Minute Deals, see item 8.3

6.0 RENEWAL OF ADVERTS

6.1 Display Adverts automatically renew on the anniversary of the Start date of the term, or, in the case of variation, at the end of a specific term.
6.2 The Customer shall be provided with an opportunity to cancel a renewal of at least 20 calendar days before the Renewal is due.
6.2 A renewal invoice is issued by the Supplier 20 days before the renewal date. This provides the Customer with a opportunity to cancel the renewal
6.3 Where no notification of cancellation is received by the Supplier from the Customer, the Customer shall have accepted the renewal on the annual anniversary.

7.0 CANCELLATIONS & REMEDIES

7.1 A New Order for an Advert, that is placed by a Customer, may be cancelled by e-mail, within 7 days of acceptance of the the New Order by the Supplier.
7.2 Where the Supplier has raised an invoice that includes the New Order for an Advert, that invoice shall be modified or cancelled so that there shall be no charge for New Orders for Adverts cancelled within 7 days
7.3 Cancellation of a New Order for Advertising after the 7 day 'Cooling Off' Term
7.3.1 Where a New Order is cancelled by the Customer, 8 days or more after the Order date, the Customer shall provide a remedy that is a Part Payment.
7.4 Part Payments for Cancellation after the "Cooling Off" term.-
7.4.1 from 8 to 30 days from the Acceptance date, 10% of the price is due
7.4.2 from 31 to 60 days after the Acceptance date, 20% of the price is due
7.4.3 from 61 to 90 days after the Acceptance date, 30% of the price is due
7.4.4 91 days or more, after the Acceptance date, 100% of the price of the renewal is due and the Supplier shall reserve the right to continue to display the Advert for the duration of the term.
7.5 Cancellation of a Renewal Order

7.5 1. Where written (preferably e-mail) notification of Cancellation by the Customer is received by the Supplier before the date of renewal, the contract for that Advert is cancelled without further charge and the Advert shall continue to display for the full term, unless explicitly requested otherwise, in writing, by the Customer.

7.5 2. Where written (preferably e-mail) notification of Cancellation by the Customer is received by the Supplier before the date of renewal, the contract for that Advert is cancelled without further charge and the Advert shall continue to display for the full term, unless explicitly requested otherwise, in writing, by the Customer.

7.5 3. Where written (preferably e-mail) notification of Cancellation by the Customer is received by the Supplier after the date of renewal, the Customer shall remedy the Supplier with a part Payment

7.6 Part Payments for Cancellation after renewal:

7.6.1 up to 30 days from the date of renewal, 10% of the price is due

7.6.2 from 31 to 60 days from the date of renewal, 20% of the price is due

7.6.3 from 61 to 90 days from the date of renewal, 30% of the price is due

7.6.4 91 days or more, from the date of renewal, 100% of the price is due and the Supplier shall reserve the right, at its discretion, to continue to display the Advert for the full term of the contract.

8.0 CREDIT

8.1 Credit is an advance purchase by the Customer of:

8.1.1 a Display Advert that has successfully bid for an Advert Ranking Position.

8.1.2 A Last Minute Deal advert

8.2 The Customer that has purchased a Display Advert may enjoy the benefit of a Advert Ranking only where the Customer has sufficient Credit to support the cost of the position.

8.3 The Customer that has ordered Last Minute Deal shall require sufficient Credit on account for the Advert to go live.

8.3.1 The Credit is deducted from the Customer's account when the LMD is made live.

8.4 the minimum Credit purchase is 100 EUROS HT

9.0 AUCTIONS and the ADVERT RANKING SYSTEM (ARS)

9.1 Any Customer with a Display Advert may:

9.1 benefit from an elevated position on a page of Display Adverts so that the Customer's Advert might display at the top, or near to the top, of the page.

9.2 The Supplier shall place no limit on the ability of the Customer to rank their adverts, except that

9.2.1 the Supplier shall set the value of each available position on the page that the Customer has the option to select.

9.3 A Customer, with a Display Advert, is at liberty to:

9.3.1 bid for a position on a page of Display Adverts

9.3.2 increase or decrease the bid at any time so long as a 'slot' is available at the desired price

9.3.3 withdraw from the ARS at any time

9.4 A Customer, with a Display Advert, shall:

9.4.1 manage their ARS activity through the CRM

9.4.2 be responsible for their awareness of the quantity of Display Adverts that are active on any given page in the website, and

9.4.3 fundamentally, the Customer shall not click on the Display Advert of any other Customer that might be using the ARS

10.0 INVOICES, SETTLEMENT & NON-PAYMENT

10.1 Where the Customer places an New or Renewed Order for an Advert or for Credit, the Supplier shall raise a TVA invoice within 24 (business) hours, unless

10.1.1 the issue of the invoice is deferred by agreement, pending additional and imminent purchases.

10.2 The Customer shall settle the Invoice in full within the term specified on

the invoice

10.3 In the event of late payment, the Supplier reserves the right to:

10.3.1 remove any discount that might be applied to the invoice

10.3.2 levy a cumulative interest charge for late payment no greater than 2.5% per day of the un-discounted, pre-tax value of the invoice.

11.0 COPYRIGHT

11.1 The Customer warrants that they possess a copyright licence or legal title for the assets contained within their Adverts

11.2 The Supplier shall reserve the right to amend the text within any Advert so that the Advert might

11.2.1 be more attractive to the Audience

11.2.2 neither compromise and, with intention, enhance the Search Engine ranking of the page

12.0 PROHIBITED USE AND THE CONSEQUENCE OF FRAUDULENT ACTIVITY

12.1 Customers are bound by the same Conditions of Use that apply to Audience Users of the website.

12.2 No Customer shall click on any Display Advert of another Customer that might or might not be a Competitor of the afore said Customer.

12.3 Where the activity of a Customer induces a charge against the Credit of another Customer, the Supplier shall:

12.3.1 refund the Customer that has been defrauded

12.3.2 levy a punitive charge against the perpetrating Party

12.3.3 deduct the punitive charge directly from any Credit held on account by the Perpetrating Party

12.4 The Supplier shall reserve the right to:

12.4.1 further compensate the defrauded Party with a part of the punitive charge levied against the Perpetrating Party

12.4.2 advise the appropriate Law Enforcement Agency (LEA) of the Fraud

12.4.3 to supply to the LEA the details of the Perpetrator

12.4.4 to supply to the LEA the evidence of the Fraud

12.4.5 terminate this Contract with the perpetrating Party

12.4.6 sue the Perpetrating Party for Damages

12.5 Where fraudulent activity is detected from behind a proxy, the Supplier shall:

12.5.1 deduct from the Account of the perpetrator, an immediate and punitive charge of, 1000 EUROS HT for each instance

12.5.2 where an 'instance' is a click on the ARS advert of a competitor

12.5.3 have at its disposal all the rights as listed in items 12.4.x

13.0 INDEMNIFICATION & LIMITATION OF LIABILITY

13.1 The Supplier shall not be held liable for any claim, financial or otherwise, made by any Third Party as a result of, or in consequence, of any offer, claim, agreement, contract, promise, deception or any other commercial or social relationship, proffered, made by or entered into by the Customer and any Third Party, as a direct or indirect result or consequence of a current or previous Advert that is or was published on the website.

13.2 The Customer shall indemnify the Supplier against any loss suffered by the Supplier that is attributable to the action or inaction of the Customer in their relation, no matter how tenuous, with the injured Party.

14.0 NON-DISCLOSURE

14.1 The Customer to this contract hereby agrees to not disclose any material term or condition within this contract to any other party without the written consent of the Supplier, except where:

14.1.1 the other party has a contract to provide legal services for the Customer

14.1.2 the other party is a Government agency with a fiscal remit.

15.0 DATA USAGE & PRIVACY

15.1 The Supplier shall store on its servers, data that relates to the Customer and the historical business activity between the Parties.
15.2 All data held by the Supplier can be viewed by the Customer through the CRM.
15.3 The Supplier warrants to keep the data secure.
15.4 The Supplier shall not be liable for
15.4.1 any breach of the CRM where the Customer's poor internal security or weak password is determined to be cause of the breach, and where there is:
15.4.1.1 a consequent loss or tampering with data
15.4.1.2 activity that incurs a charge against credit held by the Customer.

16.0 JURISDICTION

16.0 The default legal jurisdiction of this contract in the country and legal system of France, however,
16.1 the Supplier reserves the right to bring a claim against the Customer in any jurisdiction where the Customer is registered as a business, is registered for tax purposes or is in possession of assets within that jurisdiction.