

# BuzzParadise® - Conditions of the Community BuzzParadise®

## Preamble

The site hosts a community of Bloggers organized by BuzzParadise® and is accessible at the address [www.buzzparadise.com](http://www.buzzparadise.com) (the "Community").

These Conditions of the Community BuzzParadise® (hereinafter "CCB"), establish the rules governing relations between Bloggers belonging to the Community and VANKSEN GROUP SA, a public limited company with a capital of €32,400, with Headquarters 7 rue des Merovingiens - ZA du Bourmicht - Centre Hermes, L-8070 Bertrange, Grand Duchy of Luxembourg, and registered in the register of companies of Luxembourg under the number B 111 727, and VAT LU 20982956.

The BuzzParadise® Community is an area offered to all Blogger wishing being an internet actor with Brands. BuzzParadise® allows the possibility for all Bloggers to participate directly at a campaign launch by the Brand by posting his own opinion, experiences about the Brand, or broadcast the message of the Brand.

Then, BuzzParadise® allows to any brand or organization to contact, by its intermediary, Bloggers which are Members of the Community to obtain their feedback, impression, needs, and desires.

The present CCB has for subject to mention the membership conditions, the possibility offered to Member to participate to campaign and the relations between BuzzParadise® and the Members. Each registration to the Community is subject to the acceptance without reserves of the present CCB.

## I. Definitions

In these CCB, some terms are defined as follows:

- **Post** : article written by the Member within the context of a campaign and publish on his own Blog;
- **Post Media**: any Post written and published within the context of a Campaign Media ;
- **Content Media**: any banner ,video, photo, application and generally any content, excluding Post, which could be broadcasted by the Member on his Blog pursuant to the conditions here below;
- o **Blog**: any website which contains articles written in Correct Language in a reverse chronological order on different topics, provides the opportunity for readers to interact directly, is accessible to the public and is under the responsibility of a Blogger;
- o **Active Blog**: a Blog which is regularly updated with new content and updated in general by the Blogger responsible for the blog. BuzzParadise® reserves the right to refuse the qualification of Active Blog according to the above definition. A non-exhaustive list of websites excluded from this qualification is published in the FAQs, for information.
- o **Blog Media**: Active Blog of the Member in which is included the Blog Marker;
- o **Blogger**: adult person having a Blog;
- o **Campaign Brief**: any written information communicated to the Member within a campaign invitation to ensure the good participation of the Member Media.
- o **BuzzParadise®**: the Company VanksenGroup SA;
- o **Site**: [www.buzzparadise.com](http://www.buzzparadise.com) site maintained by BuzzParadise®, in which the platform is hosted;
- o **Campaign**: any communication operation organized by BuzzParadise® for a Communicating Brand in which Members may participate;
- o **Campaign Media**: Campaigns during which Member Medias will receive remuneration in return for his/her participation in a Campaign Media;

- **Disclaimer:** mention which identify the Content or the Post as a paid action of the Member within the context of a Campaign media for a Communicating Brand;
- **Member Media:** Member can participate in Campaign Media upon achieving the status of Member Media as provided here below;
- **Community:** group of Members with a common desire to realize the "Word of mouth" on particular products, services, brands, companies, etc... ;
- **Personal Page:** Personal area accessible on the Site solely by the Member;
- **Communicating Brand:** Trademark for which BuzzParadise® is organizing a Campaign;
- **Member:** Any person belonging to the Community in accordance with these CCB, whatever its status within the Community;
- **Blog Marker :** JavaScript code property of XiTi and BuzzParadise, allowing the audience measurement of the Blog in which it is inserted;
- **Post Media Marker :** code, same kind as Maker Blog, allowing the audience measurement of the Post in which it is inserted;
- **Content Media Marker:** code, same kind as Maker Blog, allowing the view, clics and other statistics measurement relating to the Content in which it is inserted;
- **Correct Language:** Language written in a comprehensive manner and in compliance with the rules of grammar;
- **Law:** the law applicable to the CCB;
- **PayPal@:** intermediary offering payment services online by the site www.PayPal.com, with which BuzzParadise ® is a partner, in order to secure and facilitate the remuneration of Bloggers;
- **End Campaign Questionnaire:** anonymous questionnaire filled out by the Member at the end of the Campaign to mention his/her observations and comments about the Campaign;
- **FAQ:** practical information for Member.

## II. Conditions of Membership

### 1. Joining the Community

Registration is free of charge, and subject to the respect of the present CCB, and effective up to the unsubscribe of the Member.

Registration is open to any adult Blogger wishing to join the Community so long as he/she is the holder of both a valid e-mail address and at least one Active Blog on the date of registration.

The application to join the Community is made by the Blogger using the form available on the Site. All requested information must be completed and these CCB must be accepted expressly in order to send the application to the Administrator.

As receipt of a membership request, BuzzParadise® will conform by mail to the Blogger the reception of the demand and will transmit him his connection ID to his Personal Page when the registration will be effective.

The Blogger will valid his membership request within 21 days after the reception of the BuzzParadise® email, as mentioned in the latter. At default, the registration procedure will be stopped.

BuzzParadise® reserves his right to refuse any membership request for unrespect of the present CCB, and communication of uncorrected information. It will be in particular check that the Blogger is major, editor of an Active Blog and has accepted the present CCB.

BuzzParadise® will inform the Blogger by mail of its effective registration as Member within 8 days after receiving the membership request validation of the Blogger

At this moment, the Member could access to his personal page and then:

- Access to his/her profile, containing all the information filled in on the registration form, with the possibility of changing this information,

- Add his/her other Active Blogs and by which he/she could participate in Campaigns,
- Access to his/her Campaigns proposed by BuzzParadise®, subject to the conditions set out below.

## **2. Participation as Member Media**

BuzzParadise® offers Members participation in operation for which in return he/she could receive remuneration, named Campaign Media, with the proviso that he/she has obtained the quality of Member Media.

All Member could obtain the quality of Member Media if:

- he/she is Member of the Community,
- he/she is holder of a valid PayPal account,
- he/she has integrated the Blog Marker within at least one of his/her Active Blog registered into his BuzzParadise® account.

Registration as member Media could be made either when the Blogger has registered as member of the Community, or when the Member requests for the first time the integration of the Maker Blog.

The Member will be informed by email or mention within its Personal Page. From this moment, the Member Media could participate in all Campaign Media at which he/she requests.

It is specified that any participation in a Campaign Media requiring the writing of a Post Media could be possible only if BuzzParadise has receipt the measurement data followed by the Marker Blog since 7 days.

The incompatibilities with some Blog platforms have been identified and are mentioned for information in a non-exhaustive list in the FAQs.

The default of communication of the valid PayPal account within the requested period could involve the loss of the quality of Member Media for the Member concerned, without prejudice the non-payment of the remuneration as stated into the article V.

The Member Media may consult traffic measures for his/her Blog, such as lifts by the Blog Marker on its home page.

## **III. Rules of life of the Community**

### **1. Member status within the Community**

#### *a. Declaration of Members*

The Member freely joins the Community, and thus freely participates in services set up by BuzzParadise® for the Community.

He/She acknowledges that he/she is not bound by legal or contractual obligations which may exclude his/her participation in the Community and/or prejudice BuzzParadise® or the Communicating Brand.

The Member is the sole person responsible for all information he/she communicates to BuzzParadise®. He/she acknowledges that the information is correct and current. The Member also admits having sent all the information required pursuant to his/her obligations.

The ID access to his/her Personal Page, and all Markers are strictly personal; accordingly, the Member must not transfer the Markers to any person whatsoever, and concerning the ID must not publish, nor disclose, nor transfer to any person whatsoever. The Member is the sole person responsible for the use of his/her login and/or Marker, or damage that may result.

The member shall not in any case to modify the Markers, property of XiTi® and BuzzParadise®.

The Member acknowledges that by no means does BuzzParadise® host his/her Blog(s). He/she attests that his/her blog(s) is/are hosted by a third party. BuzzParadise® cannot act on the Member's blog(s). The Member keeps fully his/her status as a Blogger within the Community. The Member maintains the sole responsibility for the management of his/her Blog(s), including the content he/she decides to publish within its article or Post. There is no prior validation from BuzzParadise® and/or by the Communicating Brand on the content published by the Blogger.

The Member acknowledges that BuzzParadise® cannot be associated with all content published on his/her blog(s).

The Member agrees to comply with all legal provisions relating to his/her status as a publisher of websites, and agrees, in particular, to ensure that all content on his/her Blog(s):

- Respects public order and morality,
- Does not infringe upon the rights of third parties, such as intellectual property rights (copyright and related rights, trademark law, law of databases, design law...), and the right to the respect of privacy,
- Contains no defamatory, offensive or derogatory contents,
- Does not present a message of being a pedophile, violent, racist or does not incite such actions,

*b. The activity of the Member*

Each Member decides alone of his participation in a BuzzParadise® Campaign.

So each Member shall check:

- He is not bound by contractual obligations to the Communicating Brand,
- There is no conflict of interest with third parties by is participation in a Campaign.

To participate in a Campaign, each Member shall proceed with his registration pursuant to the conditions stated at the article IV 1.

The Campaign proposed to Member could be targetted to particular people on demand of the Communicating Brand. Then, BuzzParadise® could send invitation only for a part of the Member regarding to:

- The subject/theme of the campaign
- The information provided by the Member in his profile, which could be updated at any time through the Personal Page,
- The subject/theme approached by the Member in his each Blog, and the quality of this Blog, regarding the Campaign concerned.

Once the registration within the Campaign is validated by BuzzParadise ®, the Member undertakes to make his/her best effort to participate fully in Campaigns as stipulated in Article IV, and in compliance with the instructions imparted.

Any Post published in his Blog by a Member relating to a campaign must be identified as element of the later, in particular by the presence of a Disclaimer, and respect the following criteria :

- Publish positive or negative recommendations built around arguments,
- Written in a Correct Language,
- In compliance with the law in force as mentioned previously, plus any other communicated to the member relating to a specific Campaign.

It is specified that BuzzParadise will make its best efforts ot insert a Disclaimer, not modifiable, within the Post Media Marker. At default, a mention will be included into the Campaign Brief.

Concerning the Content Media, BuzzParadise® will include within the later the Disclaimer, which the Member won't delete in any manner. In presence of any violation of this condition the Member will not be paid and could be excluded of the Community.

## **2. Commitments BuzzParadise®**

### *a. Respect of Members*

BuzzParadise® undertakes to maintain the independence of Members with respect to the Communicating Brand during his participation in campaign, in particular by not sending the post to the Communicating Brand, provided the following conditions.

Then, the Campaign Brief will state within the Campaign invitation any objective instruction to maintain a degree of freedom of expression.

BuzzParadise® commits itself to carry out its role as an intermediary between the Member and Communicating Brand fairly and shall in particular:

- Transmit to the Communicating Brand all recommendations and information provided by Members who participated in a Campaign, or make them part of the elements enabling them to become fully aware
- Follow transparent procedures among Members,
- Answer any questions from Members insofar as these issues are not addressed in the FAQ section of the Site. The assistance of BuzzParadise® includes issues about the conduct of Campaigns (nature of the product, nature of the operation) and the Community in general, helps about the use of the home page of the Member, and relating to the insertion of the Blog Marker and / or BuzzbyBuzzParadise marker.

The Member accepts in this case that any information relating to his participation in a campaign will be transmitted by BuzzParadise to the concerned communicating Brand.

### *b. Member Privacy*

Personal data provided on the Site ("Data") are treated in accordance with the amended Law of August 2<sup>nd</sup>, 2002 relating to the Protection of Individuals with regard to the processing of personal data.

These data such as names, postal address, e-mail and other data such as countries and town or any other information on the form provided, will be transmitted by the Member to BuzzParadise® upon registration.

The data will be processed in order to ensure the proper management of the Community and enable optimum use of services provided by BuzzParadise®. They will not be used for other purposes and will not be kept by BuzzParadise® beyond the necessary period to achieve this goal.

BuzzParadise® will inform the Member prior to any use of data for marketing purposes. Members will then have the right to object to this use by contacting BuzzParadise® via email or post mail mentioned below.

As part of its activity, and for the proper execution of Campaigns, BuzzParadise® will have to communicate data to a technical provider named "trusted third party" for good performance, also subject to compliance with provisions relating to protection of personal data. Moreover, the data will be transmitted to the Communicating Brand within the context of execution of a Campaign, subordinate to the conclusion of a non disclosure agreement between the Member and Communicating Brand, aiming to ensure that the data will not be used for other purposes other than the proper management of the Community and the performance of the Campaign.

In addition, BuzzParadise® may be compelled to disclose content in order to comply with laws or if, in good faith, BuzzParadise® believes that such a measure is necessary, particularly in legal proceedings to enforce these CCB, in order to respond to complaints and/or claims alleging violation of the rights of third parties, to protect the rights or interests of BuzzParadise®, its Members or the public, without this list being exhaustive.

BuzzParadise® takes all precautionary measures to ensure the security of data. However, it cannot remove all risks associated with the use of the Internet. Thus, during data communication, there is a risk that other Internet users could access the information.

Pursuant to the Law, BuzzParadise® reserves the right to access, modify or oppose (with legitimate reason) the processing of data. To make use of these rights, Members can contact BuzzParadise® by email at [abuse@buzzparadise.com](mailto:abuse@buzzparadise.com) or by post mail at the following address: BuzzParadise, 7 of ZA Bourmicht, L-8070 Bertrange, and Luxembourg GD to change or delete data.

### *c. Newsletter*

The Blogger may register for the BuzzParadise® newsletter upon joining the Community.

The personalized newsletter is sent by e-mail and may contain offers on products from BuzzParadise® or its partners. The Member has the opportunity to accept or refuse the newsletter by way of a newsletter “opt-in” system during registering. Members may also at any time choose to stop receiving the newsletter by clicking on the unsubscribe link found in each newsletter.

## **IV. Participation in Campaigns**

### **1. Generality**

BuzzParadise® offers to Members several kind of Campaign, each of one limited about the number of participants and his period.

For information, each member participating in a campaign could realize the following actions: test of products or services, broadcast photos, videos, publish banners, participating in an event, online game, having any exclusive information, eg...

By default, no counterpart is given to a Member for his participation. Only a participation in a Campaign media expressly qualified as such could permit the Member to receive a remuneration.

Each Campaign invitation is sent to member by email and is announced within his Personal Page. It is up to each member to proceed with his own registration for participating in the concerned campaign.

Any invitation could mention in particular the following information:

- The concerned Blog(s) for the Campaign, relating to the targeting determined by the Communicating Brand,
- The Campaign Brief, at which any specific legal mentions could be added, if appropriate,
- (...)

To register to a campaign, each Member shall follow the following steps, as receipt of the invitation:

- Access to the Campaign area, publish in the personal page within the registration period;
- Take into account of the all information mentioned by BuzzParadise® concerning the campaign;
- Validate the specific conditions, if appropriate;
- Validate his registration by clicking on the related hyperlink.

BuzzParadise® will confirm the effective registration and participation in the Campaign by sending email to the Member. This confirmation could be sent provided that the Member has communicated all specific further information as requested in the invitation.

At default, the Member is not registered Participant. It is specified that any participation could be refused if:

- The registration is requested after the registration time period,
- When the number of participant has been achieved,
- The Blogger hasn't complied with the present CCB, or legal conditions.

As participant of a Campaign the Member shall respect the following steps:

- Do the operation requested for the Campaign, and/or publish the Post within the Blog concerned,
- Report to BuzzParadise® having done the action requested, and in particular the exact URL address of the Post by email, or by the form within the Personal Page,
- Report to BuzzParadise® the comments of third parties published on his Blog, if appropriate,
- Reply to the final questioner about the Campaign, published on the Personal Page if appropriate.

The Communicating Brand and/or BuzzParadise® reserve the right to transmit to the Member new information, products or services at the term of the campaign relating to the campaign or the Communicating Brand.

## **2. Campaign Media**

The Media Campaign is, as defined in the article I, the type of campaign by which the Member could obtain remuneration in return of its participation.

The whole mentions stated into the article IV.2. will apply to a Campaign Media, except otherwise mentioned herebelow.

Registration for the Campaign Media is strictly reserved for Members Media, (cf. article II.2), at the date of the campaign launch date. The Member Media will be informed of the remuneration conditions in the Campaign Media invitation. The remuneration is determined as stated into the article V.1.

As stated previously, any participation in a Campaign Media will require the voluntary registration of the Member, within the above mentioned conditions. It being understood that if the Member isn't comply with the Member Media conditions, BuzzParadise could refuse the registration of the Member.

The allotment of remuneration to the Member Media will be done after compliance with the following stages:

1. Validation that all necessary elements have been duly received by the Member.  
In the absence of any notification within the requested time period by BuzzParadise®, this first step is deemed done.

In case of non-receipt of one of the element, which was notified to BuzzParadise®, the latter undertakes to do everything possible to get the concerned elements to the Member, so long as the non-receipt is not the consequence of the Member providing false information.

2. The publication of a Post Media in the Blog Media concerned, including the Post Media Marker and/or the broadcasting of the Content Media and in compliance with the Campaign Brief and the conditions mentioned in the IV.1.

BuzzParadise® reserves his right to proceed with the verification of the compliance of the Campaign Brief by the Member Media before the publication of the Post Media concerned. BuzzParadise® will inform the Member Media before moderating, which will be exclusively made on basis of the Campaign Brief.

3. The provision of a Campaign report via his/her Personal Page to BuzzParadise®, with the exact URL address of the page where the Post Media has been published.

Concerning the the Content Media, the technology used allows the transmission of the necessary data to BuzzParadise® from the insertion of the Content into the Blog Media.

The non compliance of one of this stage will allow BuzzParadise not to pay the Member Media concerned. BuzzParadise will notify this fact by email and/or to the concerned Member. However, in presence of Force Majeure event preventing the compliance of the all steps, BuzzParadise® will proceed with the payment.

BuzzParadise® reserves his right not to pay the Member who has not communicated his PayPal ID within the requested time period and/or has communicated false information.

## V. Compensation paid to Member Media

### 1. Amount of compensation

The remuneration paid to the Member in return for his/her participation in a Campaign Media is determined by Buzzparadise® as follows:

Concerning the Post Media:

BuzzParadise® has taken into account the following elements to determine for each campaign the amount of the fix remuneration due to the member in counterpart of its participation:

- The average daily audience of the Member's Blog Media taken from the Blog Marker concerned by the Campaign Media information,
- Position of the Blog Media on Internet as can be seen by measuring tools in place,
- The quality of the Blog Media concerned,
- The Member Media's experience within the Community.

It is specified that the remuneration is determined before the launch of the concerned campaign, and is mentioned into the invitation sent to the Member.

BuzzParadise® is entitled to modify at any time the conditions hereabove mentioned. In this case, a communication will be realized at least one month before the entering in force of the new conditions.

Concerning the Content Media :

The remuneration paid in counterpart of the broadcasting of the Content Media is based on a cost per view, or per clics if appropriate, which is determined before the launch of the concerned campaign and is mentioned into the invitation sent to the Member.

The cost per view, or clic, is determined according to the context of each campaign and regarding the content which should be broadcasted.

Because the remuneration is determined into the invitation of the concerned Campaign Media, the registration of the Member for participating deemed acceptance of the remuneration by the latter. BuzzParadise® won't reply to any request of negotiation.

The remunerations are determined and mentioned in Euros. BuzzParadise® will not proceed with a conversion of the amount in another currency. Each Member has to proceed himself with the conversion.

BuzzParadise® reserves his right to amend the criteria above at any time. Notification will be made to all Members concerned at least one (1) month before the effective date of the amendments.

Each Member Media may obtain a remuneration of between 10 € and 600 € for participating, as stipulated, in a Campaign Media.

However, A Member Media cannot get a remuneration higher than 1200 € per calendar month. In this case, all further invitation for a Media Campaign could mention a lower remuneration as mentioned before in order to comply with this limit.

The Member Media must inform BuzzParadise® in writing in the event of a disagreement over the amount of remuneration.

## **2. Terms of payment**

All remuneration will pay in Euros to each Member Media concerned within the following conditions:

- Payment made every two (2) months concerning the remuneration validated by the Member Media as mentioned here above;
- Payment of the amount in Euros concerning the validated remuneration within the two previous months on the PayPal® account of the Member Media.

In none case BuzzParadise® will proceed with the payment of the remuneration by another means than paypal® transfer.

At the term of each Campaign Media, or before any payment period, each Member Media will fill in the validation form set up on his Personal Page and will transmit the all necessary information requested correct, actual and complete.

At this moment, the Member Media will make sure that he has transmitted his valid PayPal ID up to fifteen (15) days after request of BuzzParadise®.

In the absence of reception of the validation form and/or the valid PayPal ID within the requested time period, BuzzParadise® will not proceed with the payment of the remuneration because of non compliance of the present CCB.

The Member Media must inform BuzzParadise® in writing in the event of a disagreement over the amount of remuneration. The remuneration will be blocked until the resolution of the dispute by the Parties.

The PayPal rules will exclusively be applied concerning the all actions relating to the payment of the remuneration by BuzzParadise® to the Member.

In the event that BuzzParadise® receives a notification of error regarding the PayPal® account of the Member Media concerned, BuzzParadise® will inform the Member Media of the difficulties encountered and seek resolution of the problem; BuzzParadise® will contact PayPal to inform it of the resolution of the difficulties encountered and will try to send the remuneration again, if possible. This procedure is independent from any action that PayPal® could carry out in accordance with its rules of operation.

According to PayPal® rules, 29 days after receiving notice of non-payment, BuzzParadise® will receive reimbursement of the amount in the absence of the Member resolving the problem.

In the absence of the receipt by BuzzParadise® of contrary notification from PayPal®, the Member is deemed to have received the sum agreed.

After the payment process, BuzzParadise® makes a certificate of payment available to Member Medias.

## **VI. Termination of engagement**

### **1. BuzzParadise®'s decision**

In case of violation of CCB, BuzzParadise® may suspend any campaign participation, if any, of a Member, or exclude the Member from the Community. Members will then no longer be able to access the services offered by BuzzParadise®, and will no longer be able to participate in Campaigns.

A justified notification will be sent to the concerned Member by e-mail.

Nevertheless, if the Member abides by the CCB for the 15 day period after receiving notice of his/her failure to meet the CCB, then BuzzParadise® may decide not to expel the blogger from its Community.

## **2. Member's decision**

Any Member may at any time decide to leave the Community by clicking on the unsubscribe link found on his/her Personal Page.

The request to remove personal data is equivalent to a termination request to leave the community.

On receipt of a request for termination, BuzzParadise® will send the Member concerned a confirmation of his/her Membership termination. Once the termination is confirmed by the Member, BuzzParadise® commits itself to remove data provided by the Member as soon as possible.

Once the Member confirms the membership termination, BuzzParadise® undertakes to delete the data transmitted by the Member as soon as possible.

Data provided by the Member at the membership time, non personal as defined by the law, could be kept and processed by BuzzParadise® for statistics goal.

## **VII. BuzzParadise Limitation and exclusion guarantee**

The Site is a BuzzParadise® information service, any access carries risks that all Members agree to in advance. BuzzParadise® cannot be held responsible for any damage suffered during or after surfing the Web.

BuzzParadise® cannot guarantee its Members constant access to their Personal Page and reserves the right to carry out necessary maintenance operations to ensure the quality of its services.

BuzzParadise® cannot be held responsible for any failure by Members to access their Personal Page, because of technical constraints due to the use of Internet that BuzzParadise® cannot control.

BuzzParadise® employs nevertheless its best efforts to maintain its services in an operational status.

The Blog Marker and the ID Personal page are strictly personal and confidential, the Member has to ensure. The Member has to ensure that ensure their confidentiality. Each Member will be held responsible for any actions made by the use of this date, and their consequences.

BuzzParadise® disclaims all responsibility for any damage suffered by the Member or any third party due to a disclosure and/or transmission of false information and/or inaccuracy by the Member.

BuzzParadise® reserves the right to claim damages from the Member for any damages caused directly to BuzzParadise® by the Member during a specific Campaign through the provision of false and/or not current data.

BuzzParadise® may in no circumstances be liable for any activity of the Member within his/her Blog(s), whether in the framework of participation in a Campaign or not. BuzzParadise® may also not be liable for any action made by the Member regarding elements sent as part of a Campaign.

BuzzParadise® cannot be held responsible for damage caused by products or electronic components, transmitted to the Member by the Communicating Brand within the Campaigns.

BuzzParadise® cannot be held responsible for any action of a third party involved in shipping physical elements (such as products), or organizing events and holidays.

It is up to the Member to verify compliance with all its legal obligations (including registration, tax declaration), or contractual obligations regarding its participation to a campaign.

BuzzParadise® employs all the means at its disposal to inform the Member about any difficulty and problem relating to the interoperability of the elements transmitted by BuzzParadise® such as any banner, video, Blog Marker, Post Marker and Content Marker in association with a specific campaign. However, BuzzParadise(s) will not be liable for any external technical incompatibility, or any constraint or failure of this technology.

BuzzParadise® does not guarantee the setting up of the audience measures collected by the Blog Marker in real-time.

The audience measures (including views and clics statistics) set up are data collected by XiTi, in accordance with the OJD procedures, unmodified by BuzzParadise®, who uses them only for the purposes of statistics and determination of the remuneration.

## VIII. Compensation

Any Member undertakes to guarantee and indemnify BuzzParadise®, its representatives, employees, partners, and/or any third party, including the Communicating Brand, against any damage, claim or demand by third parties in connection with the publications made by the Member under the Campaigns launched and in particular with regard to the sending, or transmission of articles on their Blogs. This guarantee covers allowances that may be due as well as attorneys' fees and legal costs within a reasonable limit.

## IX. Intellectual Property

All rights in the Site BuzzParadise®, the concept and services BuzzParadise®, and the contents do not belong to the Members; their original and innovative, including intellectual property rights of the texts, literary creations, graphics (including photographic and audiovisual), computer developments, HTML developments or other works of art in the spirit, and generally all creations might be protected by intellectual property as images, logos, formatting, graphic charts, structures, ergonomics, codes colors, fonts, fonts, graphics core, the organization chart displays, layout, the fund page and more generally the visual identity of the site BuzzParadise®, audio clips or trademarks, belong exclusively to BuzzParadise® and without any limitation.

The Markers, and in particular their code, are the exclusive property of BuzzParadise® and/or his partnership, including the Intellectual property rights. Any utilization not provided herein is not authorized, and any assignment is prohibited. Moreover, any reproduction, decompilation, modification will be prosecuted by BuzzParadise®.

Each Member guarantees to hold or dispose of all authorizations required under intellectual property rights (such as including copyright, patent, trademark) and generally all rights to its content permitting exploitation on all network communication, including the Internet, bearing in mind that data on the Internet are likely to be spread, reproduced and represented by Internet users. The Member also guarantees to BuzzParadise® that its creations will not affect the privacy and rights of third parties.

## X. Hypertext links and related sites

BuzzParadise® does not control the content of sites linked to BuzzParadise® or found through its search engine. It cannot therefore be responsible for content presented on other websites which refer to these links.

## XI. General Provisions

The present CCB by no means should settled relations between Members of the Community. The BuzzParadise® General Conditions of Use (CUB) lay down rules for use of the Site by any person and the Members are an integral part of these CCB. In case of contradiction between the two texts, these CCB apply on a priority basis.

Within the framework of Blogger relations with BuzzParadise®, in case of contradiction between the conditions of use of blogs as the Blogger accepted and these CCB, these CCB will apply on a priority basis.

BuzzParadise® reserves his right to amend the present CCB at any time for any reasons. The CCB amended will apply at the date of their publication on the Site and the Personal Page. In presence of important modification, BuzzParadise® will notify the Members by email or specific publication of the Personal Page before the effective date of the CCB amended.

These conditions for Membership are subject to Luxembourg law.

In the presence of any dispute related to the interpretation, performance or validity of these conditions, the court in Luxembourg City will have sole jurisdiction to hear these questions. It is understood, however, that Parties shall endeavor to find an amicable agreement before any legal action.

This CCB have been translated into several languages for information of the Member. Nevertheless, sole the French version is evidence in presence of any dispute.