

WWN TERMS & CONDITIONS

1. VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

The current terms are applicable to all the agreements between WWN and its customers, except when special terms and conditions or agreements stipulate otherwise. These terms are regarded as accepted by the customer, even when they are contrary to his or her own general or special purchasing conditions. The latter only have binding effect upon us when we explicitly accepted them in writing. Our agreeing to the terms and conditions of the customer cannot under any circumstances be deducted from the fact that we accepted the agreement without objecting to the clauses that refer to the general or special conditions or to any other similar terms set forth by the purchaser.

2. REQUEST FOR PROPOSAL (RFP)

Buyers should allow WWN at least three (3) business days to respond to RFP's. WWN need time to address questions and to ensure that inventory is available.

3. OPTIONS

When an option is granted to a Buyer, the following rules will apply:

- Each option cannot be fully guaranteed until the final signature of the IO
- WWN can accept three (3) options for the same inventory. In such case, WWN will indicate to the buyers the option's level in the list of options.
- When a Buyer confirms an option into an order, holders of lower options in the list will be informed by WWN within 24 hours. Those holders will have the preferred right to confirm their option during the next 2 (two) business days from the date of notification, with a priority level equal to the position of their own option in the list. Without order confirmation from lower level option holders after 48 hours of notification, initial option confirmation will be turned into an order.

4. INSERTION ORDERS DEADLINES

Advertisers should send signed insertion orders at least five business days before the start of any campaign to help ensure inventory availability. WWN should confirm availability at least two business days before campaign start date.

5. ORDERS CHANGES OR CANCELLATIONS

Campaigns can be postponed without additional planning cost 2 (two) times maximum. When buyers ask campaigns to be postponed more than 2 (two) times, additional planning cost can be charged by WWN. Campaigns that have already been postponed once cannot be cancelled.

Orders can be cancelled fully or in part only by sending a written (e-mail, fax or letter) notice at least 4 weeks before start date of campaign. If this deadline is not respected, following penalties will apply:

- If cancellation notice is received between 4 and 3 weeks before campaign start date, penalty is equal to 20% of order value.
- If cancellation notice is received between 3 and 2 weeks before campaign start date, penalty is equal to 50% of order value.
- If cancellation notice is received between 2 and 1 weeks before campaign start date, penalty is equal to 75% of order value.
- If cancellation notice is received later than 1 week (eq. 5 business days) before campaign start date, penalty is equal to 100% of order value.

Cancellation terms for mini-sites, sponsorships or other customized production must be agreed to on a case-by-case basis between WWN and Buyer given the special circumstances and additional work that such relationships require. Unless otherwise specifically agreed, production work, which has been completed by WWN, is non-cancelable and not eligible for refund.

6. ADVERTISING MATERIALS AND URL'S, TIME DEADLINES

Definitions:

Rich media banners include all banners that are not GIF banners.

Buyers and WWN should not assume rich media creative will work. Advertisers must adhere to advertising materials submission deadlines to allow adequate time for testing before the start date. If results of the rich media test are not mutually acceptable to both buyer and WWN, then an agreed-upon "default" creative unit should be run in its place. That is why for each rich-media banner, Buyers will supply a default GIF banner.

Deadlines:

Three (3) business days prior to start date for .gif, .jpeg banner creative and five (5) business days prior to start date for any rich media including HTML Scripting, Java, Shockwave, DHTML, Enliven, Real Audio, Real Video. Five (5) business days prior to start date for campaigns served via a 3rd party.

Should above mentioned deadlines not being met by Buyers, WWN will not guarantee the timely serving of concerned creatives. In that cases orders are considered to being started according to agreed orders. Undelivered impressions will not give right to any make good. WWN do only commit to start serving as soon as possible. When submitted banner target URL is not reachable or is leading to any error message WWN will notify Buyer by e-mail and temporarily replace target URL by referring website homepage (if available) until initial target URL is made back available. Delivered impressions during the period of URL unavailability are considered as part of the order.

7. CREATIVE MODIFICATION

WWN will not edit or modify the advertisement in any way including, but without limitation, resizing the advertisement without Buyer approval. However, it is the Agency's and Advertiser's obligation to submit advertising materials in accordance with Publisher's existing criteria or specifications. (cfr. IAB standards)

8. POSTING NOTIFICATION

Unless otherwise agreed, when banners post, an email should be sent to the

Buyer including campaign name, banner name, date and time posted and confirmation of banners conformity with WWN' specifications. This email must be sent to the person who signed the order within 24 hours after reception by WWN.

9. REPORT TIMING

Unless otherwise agreed and if buyers are not using a 3rd party aderving system to track their campaign, WWN will endeavor to deliver digital traffic reports to Buyer on a weekly basis. Final traffic reports will be made available to Buyers one week after the end of campaign at the latest.

10. CREDITS FOR IMPRESSIONS SHORTFALLS

Buyer and WWN must mutually agree prior to start date to how credits derived from impressions shortfall will be resolved should this occur. Specifically, the approval process will apply to whether WWN will honor cash back to the Buyer or will apply an impressions make good for shortfall.

11. TERMS OF PAYMENT

All our invoices are to be paid by electronic funds transfer after 60 days. in case of delay or late payment, an amend interest of 12% is due, in addition to a fixed indemnification to the amount of 10% of the invoice amount, without the necessity of formal notice, with a minimum of 75.00 eur per invoice.

The non-payment of one of the invoices on the due date, the protest of a bill of Exchange (even if it was not accepted), all applications for concordat, amicable or judicial, all applications for the postponement of payment, even unofficial, or any other fact which demonstrates the customer's inability to pay, makes the amount due of all the other invoices, even if they have not expired yet, immediately claimable, without the necessity of formal notice. In addition to that, WWN reserves the right in these cases to suspend all deliveries, without the necessity of formal notice.

12. EXCLUSIVE JURISDICTION

Every dispute between the Buyer and WWN is exclusively subject to French Law. The Paris Courts of Lax are competent. However WWN may appoint another tribunal.