

TERMS & CONDITIONS

Naano SAS

Last Updated: January 28, 2026

PART 1: TERMS & CONDITIONS FOR CREATORS

1 | Scope

1.1 These terms and conditions ("Terms and Conditions") apply to the business relationship between Naano SAS ("Naano") and a content creator providing advertising services on LinkedIn ("Creator"). Deviating general terms and conditions of the Creator shall not be recognized unless Naano expressly agrees to their validity in writing.

1.2 Creator can be any entrepreneur or individual. Insofar as the Creator is a natural person, that person must be at least 18 years of age and have legal capacity to enter into binding contracts.

1.3 By using the Naano platform, the Creator acknowledges having read, understood, and accepted these Terms and Conditions in their entirety.

2 | Provision of Services

2.1 Naano provides the Creator with access to its marketplace platform which allows the Creator to offer their LinkedIn content creation and click-generation services to businesses seeking to increase their visibility and growth.

2.2 The Platform consists of the following elements:

Creator Profile/Storefront: The Creator Profile is a tool that allows the Creator to showcase their LinkedIn presence, including their number of followers, professional qualification, and areas of expertise. The Creator Profile serves as a digital storefront visible to Business Clients seeking to collaborate with micro-creators. From the Creator Profile, Business Clients can choose to request a collaboration with the Creator ("Collaboration Request").

Collaboration Workspace: The "Workspace" allows the Creator to accept or reject specific Collaboration Requests from Business Clients. The Workspace also allows Creators to track the status of accepted collaborations ("Collaborations"), view their performance statistics (clicks generated), and communicate with Business Clients.

Performance Dashboard: The "Performance Dashboard" provides the Creator with real-time tracking of clicks generated, earnings accumulated, and detailed analytics on their collaboration performance.

Payment Dashboard: The "Payment Dashboard" provides the Creator with an overview of their current financial status, including total earnings, available balance, and withdrawal history. Creators can initiate withdrawals once they reach the minimum threshold of fifty euros (€50).

2.3 Providing access to the Platform is regarded as Naano's "Services" under these Terms and Conditions.

2.4 Naano acts as an intermediary marketplace platform connecting Creators with Business Clients. Naano does not act as an agent or representative of either party but facilitates the conclusion of collaboration agreements between Creators and Business Clients.

3 | Registration

3.1 In order to use the Platform, a Creator must register ("Registration") by creating a password-protected user account on the Platform ("Account"), which is free of charge. By registering, the Creator accepts these Terms and Conditions. Completion of the Registration forms a contract between Naano and the Creator for the use of the Platform (each a "User Agreement"). No Creator is entitled to claim the conclusion of a User Agreement from Naano.

3.2 The Creator must provide the information requested by Naano during Registration completely and accurately, including but not limited to:

- Full name (first name and last name)
- Valid email address
- LinkedIn profile information (number of followers, professional qualification)
- Banking details via Stripe Connect for payment processing

Creators must not provide false or misleading information. Creators are obligated to update the information entered during the Registration as relevant.

3.3 Before completing the Registration, Creators may, by means of a summarizing overview, verify the information entered and rectify it if necessary. A User Agreement

is concluded once the respective Creator completes the registration process and accepts these Terms and Conditions.

3.4 Creators must keep their password confidential and carefully protect their Account from access by third parties. If Creators become aware of any misuse of their Account by third parties, they must immediately inform Naano.

3.5 No Creator is permitted to automatically create an Account, including but not limited to by using automated devices, scripts, robots, spiders, crawlers, or scraper services.

3.6 Each Creator may only maintain one active Account. Creating multiple accounts is strictly prohibited and may result in immediate termination of all accounts and forfeiture of any accumulated earnings.

3.7 The text of the User Agreement will not be stored by Naano and may not be retrieved after the completion of the Registration.

4 | Collaboration Process

4.1 Business Clients can browse Creator Profiles on the Platform and submit Collaboration Requests to Creators whose profiles match their marketing objectives.

4.2 Upon receiving a Collaboration Request, the Creator may accept or reject the request through the Workspace. Acceptance of a Collaboration Request constitutes the conclusion of a collaboration agreement between the Creator and the respective Business Client ("Collaboration Agreement").

4.3 Once a Collaboration Agreement is concluded, the Creator agrees to:

- Create and publish content on their LinkedIn profile promoting or mentioning the Business Client's brand, products, or services as agreed upon with the Business Client
- Include tracking links provided by Naano in their LinkedIn posts to enable accurate click measurement
- Publish content in accordance with LinkedIn's terms of service and community guidelines
- Act in good faith and make reasonable efforts to generate genuine engagement and clicks

4.4 The Creator is not entitled to claim a specific Collaboration from Naano. All Collaboration Agreements are concluded directly between the Creator and the respective Business Client.

4.5 Business Clients may, at their discretion, require prior approval of content before publication. The Creator agrees to comply with any such content approval requirements set forth by the Business Client in the Collaboration Agreement.

4.6 Creators cannot change the subject matter or terms of current Collaboration Agreements without mutual written consent from the Business Client.

5 | Pricing and Commission Structure

5.1 Naano establishes the pricing structure for clicks generated by Creators. The price per click paid by Business Clients varies based on the volume of clicks purchased, following a tiered pricing model established by Naano.

5.2 Creators do not set their own pricing. All pricing is determined exclusively by Naano and displayed transparently to Business Clients on the Platform.

5.3 Naano charges a fixed commission fee per click generated, which ranges between zero euros and ninety cents (€0.90) and one euro and ten cents (€1.10) per click, depending on the subscription tier and volume purchased by the Business Client ("Commission Fee").

5.4 The Commission Fee is automatically deducted by Naano during payment processing. The Creator receives the net amount (click price minus Commission Fee) credited to their Naano account balance.

5.5 The effective commission percentage varies between approximately 35% and 69% of the gross click price paid by the Business Client, depending on the pricing tier:

- For Business Clients purchasing 50 clicks at €2.60/click: Commission ≈ 38%
- For Business Clients purchasing 5000+ clicks at €1.60/click: Commission ≈ 63%

5.6 Creators acknowledge and accept this commission structure as fair consideration for Naano's provision of the Platform, click tracking technology, payment processing, marketplace services, and client acquisition.

6 | Click Tracking and Validation

6.1 Naano uses a proprietary click tracking system to measure and validate clicks generated by Creators. This system generates unique, secure tracking links for each Creator and Collaboration.

6.2 Only clicks that meet Naano's validation criteria are counted and compensated. Naano's automated system filters out non-qualified clicks, including but not limited to:

- Clicks from bots or automated systems
- Duplicate clicks from the same user within a short timeframe
- Clicks that do not result in successful page loads
- Fraudulent or manipulated clicks
- Clicks that violate Naano's quality standards

6.3 Naano's click validation system operates automatically and in real-time. Business Clients cannot contest validated clicks, as the automated filtering system ensures that only genuine, qualified clicks are counted.

6.4 Creators are strictly prohibited from:

- Clicking on their own tracking links
- Encouraging or incentivizing artificial click generation
- Using bots, scripts, or automated tools to generate clicks
- Engaging in any form of click fraud or manipulation
- Sharing tracking links outside of their LinkedIn content as specified in the Collaboration Agreement

6.5 Violation of Section 6.4 constitutes a material breach of these Terms and Conditions and may result in immediate termination of the User Agreement, forfeiture of all earnings, and potential legal action.

7 | Payments and Withdrawals

7.1 Payment processing on the Naano Platform is handled via Stripe and Stripe Connect. Naano never directly stores Creators' complete banking details. All sensitive financial information is managed exclusively by Stripe in compliance with PCI-DSS standards.

7.2 Once a click is validated by Naano's automated system, the Creator's compensation for that click is immediately credited to their Naano account balance displayed in the Payment Dashboard.

7.3 Creators may request withdrawal of their accumulated earnings once their account balance reaches the minimum withdrawal threshold of fifty euros (€50.00).

7.4 Withdrawal requests are processed via Stripe Connect and transferred to the Creator's registered bank account within five (5) to seven (7) business days, subject to Stripe's processing times.

7.5 Naano does not charge additional withdrawal fees beyond those charged by Stripe for international transfers (if applicable).

7.6 Every Creator is responsible for the taxes payable on their earnings from the Platform, including income taxes, social contributions, and any applicable value-added tax (VAT). Naano does not withhold taxes on behalf of Creators.

7.7 Creators operating as independent contractors or businesses are solely responsible for issuing invoices to Business Clients if required by applicable tax laws. Naano can provide transaction records and earnings statements to assist with tax reporting.

7.8 In the event of account termination, any remaining balance above the minimum withdrawal threshold (€50) will be paid out to the Creator within thirty (30) days of termination, provided no violations of these Terms and Conditions have occurred.

8 | Creator's Obligations

8.1 Creators must ensure that all content created and published under Collaboration Agreements complies with:

- Applicable laws and regulations in France and the jurisdiction where the content is published
- LinkedIn's Terms of Service and Community Guidelines
- Advertising standards and regulations, including disclosure requirements for sponsored content
- Intellectual property rights of third parties
- These Terms and Conditions

8.2 Creators must clearly disclose sponsored content in accordance with applicable advertising regulations and LinkedIn's policies. This typically includes using hashtags such as #ad, #sponsored, or #partnership in their posts.

8.3 Creators are responsible for the accuracy and truthfulness of statements made in their content. Creators must not make false, misleading, or deceptive claims about Business Clients' products or services.

8.4 Creators must use the tracking links provided by Naano exactly as instructed. Modifying, shortening, or replacing tracking links is strictly prohibited and may result in clicks not being counted.

8.5 Creators must respond to Collaboration Requests and Business Client communications in a timely and professional manner through the Platform's Workspace.

8.6 Creators are prohibited from circumventing the Platform by entering into direct agreements with Business Clients acquired through Naano outside of the Platform during the term of the User Agreement and for a period of twelve (12) months thereafter.

8.7 Creators warrant that they have all necessary rights, licenses, and permissions to create and publish content on their LinkedIn profiles and to grant the licenses set forth in Section 9 of these Terms and Conditions.

8.8 Creators are solely responsible for managing relationships with any third-party rights holders related to content published by the Creator (e.g., music publishers, photographers, collecting societies such as SACEM). The Creator will indemnify and hold harmless Naano in case of any direct claim from such third-party rights holders.

9 | Content Approval and Business Client Control

9.1 Business Clients have the right, but not the obligation, to require prior approval of content before publication. If content approval is required under a specific Collaboration Agreement, the Creator must submit proposed content to the Business Client for review and obtain written approval before publishing.

9.2 Naano is not responsible for reviewing, approving, or monitoring content published by Creators. Content control and approval are matters between the Creator and the Business Client.

9.3 If a Creator publishes content that is false, misleading, defamatory, or otherwise violates the rights of the Business Client or third parties, the Creator bears sole responsibility for such content.

9.4 Naano reserves the right to remove or restrict access to Creator Profiles or content that clearly violates applicable laws, third-party rights, or these Terms and Conditions, but is under no obligation to monitor or review content proactively.

10 | Duration and Termination of Collaborations

10.1 The duration of each Collaboration is determined by mutual agreement between the Creator and the Business Client and may vary from collaboration to collaboration.

10.2 Collaborations may be ongoing or limited to a specific timeframe, number of posts, or other criteria as agreed between the Creator and Business Client.

10.3 Either party (Creator or Business Client) may terminate a Collaboration Agreement with four (4) days' prior written notice, provided that:

- All clicks generated by the Creator up to the termination date are compensated
- Any content already scheduled for publication within the notice period is either published as agreed or cancelled by mutual consent
- All outstanding obligations under the Collaboration Agreement are fulfilled

10.4 Early termination of a Collaboration Agreement does not affect the Creator's right to receive payment for clicks already generated and validated prior to termination.

10.5 Business Clients may terminate a Collaboration Agreement immediately for cause if the Creator:

- Publishes content that violates the Collaboration Agreement, applicable laws, or LinkedIn's policies
- Engages in fraudulent activity or click manipulation
- Materially breaches any obligation under the Collaboration Agreement

11 | Naano's Obligations

11.1 Naano provides the technical infrastructure for the Platform and allows Creators to register and use the Platform in accordance with Section 2 of these Terms and Conditions.

11.2 Naano endeavors to maintain the Platform's availability and functionality but does not guarantee uninterrupted or error-free operation. The Platform may be temporarily unavailable due to maintenance, updates, technical issues, or circumstances beyond Naano's reasonable control.

11.3 Naano will provide reasonable advance notice of scheduled maintenance that may affect Platform availability, except in cases of emergency maintenance.

11.4 Naano provides click tracking technology that accurately measures and validates clicks generated by Creators in accordance with Section 6 of these Terms and Conditions.

11.5 Naano facilitates payment processing through Stripe and ensures that validated clicks are credited to Creators' account balances in real-time.

11.6 Naano provides customer support to Creators for technical issues, account questions, and general inquiries through the contact methods specified on the Platform.

12 | Sanctions Available to Naano

12.1 Naano may take the following measures if there are specific indications that a Creator has violated statutory provisions, third-party rights, or these Terms and Conditions:

- (a) Issue a warning to the Creator;
- (b) Temporarily restrict the Creator's use of specific Platform features;
- (c) Temporarily suspend the Creator's Account during the verification process regarding the underlying suspicions;
- (d) Withhold payment of earnings pending investigation of suspected violations;
- (e) Permanently terminate the Creator's Account and User Agreement.

When choosing a measure, Naano will consider the legitimate interests of the Creator affected and the severity of the alleged violation. Naano will make reasonable efforts to notify the Creator of the measure taken and the reasons therefor.

12.2 Naano may terminate a User Agreement with a Creator immediately for good cause, including but not limited to:

- (a) Engagement in fraudulent activity, including click fraud or manipulation;
- (b) Material or repeated breach of these Terms and Conditions;
- (c) Provision of intentionally false or misleading information during Registration or thereafter;
- (d) Transfer of the Account to a third party or allowing unauthorized access to the Account;
- (e) Publication of content that violates applicable laws, infringes third-party rights, or causes material harm to Naano, Business Clients, or other Creators;
- (f) Circumvention of the Platform to enter into direct agreements with Business Clients;
- (g) Creation of multiple accounts;
- (h) Causing material damage to Naano's reputation, operations, or technical infrastructure;
- (i) Any other good cause that makes the continuation of the User Agreement unreasonable for Naano.

12.3 In the event of termination for cause pursuant to Section 12.2, Naano reserves the right to forfeit any unpaid earnings in the Creator's account balance if the termination is due to fraudulent activity or material breach.

12.4 As soon as a User Agreement is terminated by Naano for cause, the affected Creator is no longer allowed to use the Platform, either with other already existing Accounts or by creating a new Account.

13 | Granting of Licenses

13.1 For the duration of the User Agreement, the Creator grants Naano a non-exclusive, worldwide, royalty-free, sublicensable license to use, reproduce, display, and distribute the Creator's Profile information (including profile photo, name, LinkedIn follower count, professional qualification, and other information provided by the Creator) on and in connection with the operation of the Platform.

13.2 This license includes the right to:

- Display the Creator's Profile to Business Clients browsing the Platform
- Use the Creator's Profile information in marketing materials promoting the Platform
- Generate previews, thumbnails, and search functionality related to Creator Profiles
- Grant sublicenses to service providers facilitating the operation of the Platform

13.3 The license granted in Section 13.1 terminates upon termination of the User Agreement, except that Naano may retain archived copies of Creator Profile information for legal compliance, record-keeping, and dispute resolution purposes for a period of three (3) years following termination.

13.4 Creators retain all ownership rights to their content published on LinkedIn. The Creator does not grant Naano any license to the actual content posts published on LinkedIn under Collaboration Agreements.

14 | Limitation of Liability

14.1 Naano will be liable without restriction for damages arising from:

- Injury to life, body, or health resulting from a breach of duty by Naano or any of its legal representatives or agents;
- Damages caused by intentional misconduct or gross negligence by Naano or its legal representatives or agents;
- Damages caused by the lack of a quality expressly guaranteed by Naano in writing.

14.2 In case of a violation of essential contractual obligations caused by slight negligence, Naano's liability will be limited to the amount of damage that is typically foreseeable for this type of contract, except for the cases listed in Section 14.1. Essential contractual obligations are those obligations that must be fulfilled to enable the proper performance of the contract and on the fulfillment of which the Creator can regularly rely.

14.3 The maximum aggregate liability of Naano under Section 14.2 for any claims arising out of or related to the User Agreement shall not exceed the total amount of Commission Fees paid by the Creator to Naano (or withheld from the Creator's earnings) during the twelve (12) months preceding the event giving rise to liability.

14.4 Liability pursuant to applicable French product liability laws remains unaffected.

14.5 Any other liability of Naano is excluded to the fullest extent permitted by applicable law.

14.6 Naano is not liable for:

- Actions or omissions of Business Clients or third parties
- Disputes between Creators and Business Clients regarding Collaboration Agreements
- Content published by Creators on LinkedIn or other platforms
- Suspension or termination of a Creator's LinkedIn account by LinkedIn
- Technical issues or outages caused by third-party service providers (including Stripe or LinkedIn)
- Loss of potential earnings or business opportunities
- Indirect, incidental, special, consequential, or punitive damages

14.7 The limitation period for the assertion of claims for damages against Naano is one (1) year from the date the Creator becomes aware or should have become aware of the damage and the circumstances giving rise to the claim, except in the cases listed in Section 14.1.

14.8 A Creator is only entitled to set off claims against Naano if the Creator's counterclaim is final and binding, recognized by Naano, or undisputed.

15 | Term and Termination of User Agreement

15.1 User Agreements between Naano and Creators are concluded for an indefinite period.

15.2 Creators may terminate their User Agreement at any time by giving fourteen (14) calendar days' notice to the end of a calendar month. Notice of termination

must be submitted through the Platform's account settings or by email to the contact address specified in Section 20.

15.3 Naano may terminate a User Agreement at any time by giving fourteen (14) calendar days' notice to the end of a calendar month without providing a reason.

15.4 The right of either party to terminate the User Agreement for good cause pursuant to Section 12.2 remains unaffected.

15.5 Upon termination of the User Agreement, the Creator must fulfill any outstanding obligations under existing Collaboration Agreements, unless the Creator and the respective Business Clients mutually agree to terminate such Collaboration Agreements early.

15.6 Any termination of the User Agreement must be made in writing (email is sufficient). A Creator can also terminate the User Agreement by using the account deletion function implemented in the Platform.

15.7 Upon termination, the Creator's access to the Platform will be deactivated. The Creator's Profile will be removed from visibility to Business Clients. Any account balance above the minimum withdrawal threshold (€50) will be paid out in accordance with Section 7.8.

16 | Indemnification

16.1 The Creator agrees to indemnify, defend, and hold harmless Naano, its affiliates, officers, directors, employees, agents, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) The Creator's breach of these Terms and Conditions;
- (b) The Creator's violation of any applicable law or regulation;
- (c) The Creator's infringement of any third-party intellectual property rights or other rights;
- (d) Content created and published by the Creator under Collaboration Agreements;
- (e) The Creator's fraudulent or illegal activities;
- (f) Claims by Business Clients related to the Creator's performance or non-performance of Collaboration Agreements.

16.2 Naano will promptly notify the Creator of any claim subject to indemnification and will reasonably cooperate with the Creator in the defense of such claim at the Creator's expense.

17 | Data Protection

17.1 Naano processes personal data of Creators in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR), and Naano's Privacy Policy.

17.2 By accepting these Terms and Conditions, the Creator consents to Naano's processing of their personal data as described in the Privacy Policy for the purposes of providing the Services, facilitating Collaboration Agreements, processing payments, and complying with legal obligations.

17.3 The Creator has the rights set forth in applicable data protection laws, including rights of access, rectification, erasure, restriction, data portability, and objection. These rights are detailed in Naano's Privacy Policy.

18 | Modifications to Terms and Conditions

18.1 Naano reserves the right to modify these Terms and Conditions at any time. Naano will notify Creators of material changes by email or through a prominent notice on the Platform at least four (4) weeks before the changes take effect.

18.2 The notification will indicate the intended application of the new Terms and Conditions and the Creator's right to object to the changes.

18.3 If a Creator does not object to the modified Terms and Conditions within four (4) weeks of notification, or if the Creator continues to use the Platform after the new Terms and Conditions have entered into force, the modified Terms and Conditions will be deemed accepted.

18.4 If a Creator objects to the modified Terms and Conditions within the four-week period, either party may terminate the User Agreement with immediate effect without penalty. Any account balance above the minimum withdrawal threshold will be paid out to the Creator.

18.5 Naano will inform Creators of the importance of the four-week objection period, the right to object, and the legal consequences of not objecting in the notification of changes.

19 | Final Provisions

19.1 These Terms and Conditions and the User Agreement are governed exclusively by the laws of the French Republic, without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

19.2 Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions or the User Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by the competent courts of Paris, France.

19.3 Should any provision of these Terms and Conditions be or become invalid, illegal, or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. The invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that most closely reflects the original intent of the parties.

19.4 Unless otherwise expressly provided herein, all notices, declarations, and communications in connection with these Terms and Conditions must be made in writing (email is sufficient) to the contact addresses specified in Section 20.

19.5 The Creator may not assign or transfer the User Agreement or any rights or obligations thereunder without Naano's prior written consent. Naano may assign or transfer the User Agreement to an affiliate or in connection with a merger, acquisition, or sale of assets upon notice to the Creator.

19.6 These Terms and Conditions constitute the entire agreement between Naano and the Creator regarding the use of the Platform and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

19.7 The failure of Naano to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

19.8 Section headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

20 | Contact Information

If you have any questions about these Terms and Conditions, you can contact Naano at:

Naano SAS
84 Avenue du Roule

92200 Neuilly-sur-Seine
France

Email:

jarrealexis00@gmail.com

PART 2: TERMS & CONDITIONS FOR BUSINESS CLIENTS

1 | Scope

1.1 These terms and conditions ("Terms and Conditions") apply to the business relationship between Naano SAS ("Naano") and a customer seeking advertising and visibility services through LinkedIn content creators ("Business Client"). Deviating general terms and conditions of the Business Client shall not be recognized unless Naano expressly agrees to their validity in writing.

1.2 Business Client can be any legal entity, entrepreneur, or organization. The Business Client must have legal capacity to enter into binding contracts and authority to agree to these Terms and Conditions on behalf of the organization they represent.

1.3 By using the Naano platform, the Business Client acknowledges having read, understood, and accepted these Terms and Conditions in their entirety.

2 | Provision of Services

2.1 Naano operates a marketplace platform at [URL of platform] ("Platform") that connects Business Clients with LinkedIn content creators ("Creators") who provide advertising and visibility services through content creation and click generation.

2.2 Naano acts as an intermediary marketplace platform, facilitating connections and transactions between Business Clients and Creators. Naano does not act as an agent or representative of either party.

2.3 The Platform provides Business Clients with the following features:

Creator Marketplace: Business Clients can browse Creator profiles, view their LinkedIn following, professional qualifications, and past performance metrics.

Business Clients can filter and search for Creators that match their target audience and marketing objectives.

Collaboration Request System: Business Clients can submit requests to collaborate with specific Creators ("Collaboration Requests"). Collaboration Requests may include information about the Business Client's brand, campaign objectives, desired content themes, and other relevant details.

Workspace: Once a Creator accepts a Collaboration Request, the "Workspace" allows Business Clients to communicate with Creators, share campaign materials, provide content guidelines, approve content (if desired), and track collaboration progress.

Performance Analytics: Business Clients have access to real-time analytics showing clicks generated by each Creator, campaign performance metrics, return on investment (ROI) calculations, and other relevant data.

Payment System: Business Clients can purchase click packages through the Platform and make payments via Stripe. The payment system automatically allocates compensation to Creators as clicks are generated and validated.

2.4 Providing access to the Platform and facilitating connections between Business Clients and Creators constitute Naano's "Services" under these Terms and Conditions.

3 | Registration and Account Creation

3.1 In order to use the Platform, a Business Client must register ("Registration") by creating a password-protected account on the Platform ("Account"). Registration is free of charge.

3.2 During Registration, the Business Client must provide complete and accurate information, including but not limited to:

- Company name
- Industry sector
- Contact person's full name and email address
- SIRET number (if applicable)
- Billing information

Business Clients must not provide false or misleading information. Business Clients are obligated to update the information as necessary to ensure accuracy.

3.3 By completing Registration and accepting these Terms and Conditions, the Business Client enters into a user agreement with Naano ("User Agreement"). No Business Client is entitled to claim the conclusion of a User Agreement from Naano.

3.4 Business Clients must keep their account credentials confidential and protect their Account from unauthorized access. If a Business Client becomes aware of any unauthorized use of their Account, they must immediately notify Naano.

3.5 No Business Client is permitted to create an Account using automated means, including bots, scripts, or other automated tools.

3.6 Each Business Client may only maintain one active Account unless expressly authorized by Naano in writing to create additional accounts.

4 | Collaboration Process

4.1 Business Clients may browse Creator profiles on the Platform and submit Collaboration Requests to Creators whose profiles and audiences align with the Business Client's marketing objectives.

4.2 Submitting a Collaboration Request constitutes a binding offer by the Business Client to enter into a collaboration agreement with the Creator for the provision of advertising services ("Collaboration Agreement").

4.3 If a Creator accepts the Collaboration Request, a Collaboration Agreement is concluded between the Business Client and the Creator. The terms of the Collaboration Agreement are governed by these Terms and Conditions and any additional terms specified in the Collaboration Request.

4.4 Once a Collaboration Agreement is concluded, the Creator agrees to create and publish content on their LinkedIn profile that promotes, mentions, or features the Business Client's brand, products, or services, and to include tracking links provided by Naano.

4.5 Business Clients may, at their discretion, require prior approval of content before publication. If the Business Client wishes to exercise content approval rights, this must be clearly specified in the Collaboration Request. The Creator will then submit proposed content to the Business Client for review and approval before publishing.

4.6 Naano is not responsible for the content created or published by Creators. Content quality, accuracy, compliance, and appropriateness are matters between the Business Client and the Creator.

5 | Pricing, Payments, and Commission Structure

5.1 Naano establishes the pricing structure for advertising services on the Platform. Pricing is based on a pay-per-click model, where Business Clients pay for each validated click generated by Creators.

5.2 The price per click varies based on the volume of clicks purchased by the Business Client, following a tiered pricing structure established by Naano and displayed transparently on the Platform. Higher volume purchases result in lower per-click prices.

5.3 Pricing tiers include, but are not limited to:

- Small packages (e.g., 50 clicks) at higher per-click rates
- Medium packages (e.g., 500-1000 clicks) at mid-tier per-click rates
- Large packages (e.g., 5000+ clicks) at lower per-click rates

Exact pricing is displayed on the Platform and may be updated by Naano from time to time.

5.4 Payment processing is handled exclusively through Stripe. Business Clients must provide valid payment information (credit card, debit card, or other payment methods accepted by Stripe) to purchase click packages.

5.5 Upon purchasing a click package, the Business Client's payment is processed immediately by Stripe. The purchased clicks are then allocated to the Business Client's account and made available for use in Collaboration Agreements.

5.6 As clicks are generated and validated through Creators' content, the corresponding compensation is automatically credited to the respective Creators' accounts. The Business Client's click balance is decremented accordingly.

5.7 Naano charges a Commission Fee ranging between €0.90 and €1.10 per validated click, which is automatically deducted from the gross click price. The Creator receives the net amount (click price minus Commission Fee).

5.8 The Commission Fee is embedded in the pricing structure and is not separately charged to the Business Client. The per-click price paid by the Business Client is the total amount due, with no additional fees or charges (except for applicable taxes).

5.9 All prices are stated in euros (€) and include applicable value-added tax (VAT) where required by law. Naano will issue invoices or receipts for all payments in accordance with applicable tax regulations.

5.10 Payments are non-refundable, except in cases where Naano determines that a technical error or fraud has occurred. Unused clicks may be carried forward to future

campaigns or collaborations but do not expire unless the Business Client's account is terminated.

6 | Click Tracking and Validation

6.1 Naano uses a proprietary click tracking system to measure and validate clicks generated by Creators. This system generates unique tracking links for each Creator and Collaboration.

6.2 Only clicks that meet Naano's validation criteria are counted and charged to the Business Client. Naano's automated system filters out non-qualified clicks, including but not limited to:

- Clicks from bots or automated systems
- Duplicate clicks from the same user within a short timeframe
- Clicks that do not result in successful page loads
- Fraudulent or manipulated clicks
- Clicks that violate Naano's quality standards

6.3 Click validation occurs automatically and in real-time. Business Clients cannot contest clicks validated by Naano's automated system, as the system is designed to ensure that only genuine, qualified clicks are counted.

6.4 Business Clients acknowledge and agree that Naano's click validation methodology is proprietary and confidential. While Naano endeavors to provide accurate and fair click tracking, Naano does not guarantee that every legitimate click will be captured, nor that the tracking system is infallible.

6.5 Business Clients have access to real-time performance data and analytics through the Platform, showing validated clicks, campaign progress, and other relevant metrics.

7 | Business Client's Obligations

7.1 Business Clients must provide complete and accurate information in Collaboration Requests, including clear descriptions of campaign objectives, target audiences, desired content themes, and any specific requirements or restrictions.

7.2 If the Business Client elects to require content approval, the Business Client must review and approve or reject proposed content in a timely manner (generally within 48 hours of submission by the Creator) to avoid delays in campaign execution.

7.3 Business Clients must provide Creators with any materials, information, or assets necessary for content creation, including but not limited to:

- Brand logos and visual assets
- Product descriptions or key messaging points
- Landing page URLs for tracking links
- Any legal disclaimers or disclosures required

7.4 Business Clients must ensure that any materials, information, or instructions provided to Creators do not infringe third-party intellectual property rights, violate applicable laws, or otherwise violate these Terms and Conditions.

7.5 Business Clients are responsible for ensuring that the landing pages or destinations linked to through Creators' tracking links are functional, legally compliant, and appropriate for the intended audience.

7.6 Business Clients must maintain sufficient click balance in their account to support ongoing Collaboration Agreements. If a Business Client's click balance is depleted, ongoing collaborations may be paused until additional clicks are purchased.

7.7 Business Clients are prohibited from:

- Requesting or encouraging Creators to engage in fraudulent click generation or other deceptive practices
- Circumventing the Platform to enter into direct agreements with Creators outside of the Platform during the term of the User Agreement and for twelve (12) months thereafter
- Using the Platform for any unlawful purpose or in violation of these Terms and Conditions

7.8 Insofar as the Business Client provides content guidance or exercises content approval rights, the Business Client's decisions and instructions must not violate statutory provisions, third-party rights, or these Terms and Conditions.

8 | Duration and Termination of Collaborations

8.1 The duration of each Collaboration Agreement is determined by mutual agreement between the Business Client and the Creator and may vary from collaboration to collaboration.

8.2 Collaborations may be ongoing, project-based, or limited to a specific timeframe, number of posts, or click quota as agreed between the Business Client and the Creator.

8.3 Either party (Business Client or Creator) may terminate a Collaboration Agreement with four (4) days' prior written notice through the Platform's Workspace, provided that:

- All clicks generated by the Creator up to the termination date are compensated from the Business Client's click balance
- Any content already scheduled for publication within the notice period is either published as agreed or cancelled by mutual consent
- All outstanding obligations under the Collaboration Agreement are fulfilled

8.4 Business Clients may terminate a Collaboration Agreement immediately for cause if the Creator:

- Publishes content that materially deviates from the agreed-upon content guidelines without approval
- Engages in fraudulent activity or click manipulation
- Violates applicable laws, third-party rights, or LinkedIn's policies in connection with the Collaboration

8.5 Early termination of a Collaboration Agreement does not entitle the Business Client to a refund of purchased clicks. Unused clicks remain in the Business Client's account and may be used for other Collaborations.

9 | Naano's Obligations

9.1 Naano provides the technical infrastructure for the Platform and facilitates connections between Business Clients and Creators.

9.2 Naano endeavors to maintain the Platform's availability and functionality but does not guarantee uninterrupted or error-free operation. The Platform may be temporarily unavailable due to maintenance, updates, technical issues, or circumstances beyond Naano's reasonable control.

9.3 Naano will provide reasonable advance notice of scheduled maintenance that may affect Platform availability, except in cases of emergency maintenance.

9.4 Naano provides click tracking technology designed to accurately measure and validate clicks generated by Creators. However, Naano does not guarantee that the tracking system will capture 100% of legitimate clicks or that it will be error-free in all circumstances.

9.5 Naano facilitates payment processing through Stripe and ensures that validated clicks are deducted from Business Clients' click balances and credited to Creators' accounts in real-time.

9.6 Naano provides customer support to Business Clients for technical issues, billing questions, and general inquiries through the contact methods specified on the Platform.

9.7 Naano does not guarantee that any particular Creator will accept a Collaboration Request or that any Collaboration will achieve specific results (click volumes, conversions, ROI, etc.). Performance outcomes depend on numerous factors beyond Naano's control.

10 | Content Responsibility and Naano's Limited Role

10.1 Naano acts solely as an intermediary platform connecting Business Clients with Creators. Naano does not create, review, approve, edit, or monitor content published by Creators on behalf of Business Clients.

10.2 Content approval and quality control are exclusively the responsibility of the Business Client if the Business Client elects to exercise content approval rights. If the Business Client does not require content approval, the Creator has discretion over content creation within the general parameters of the Collaboration Agreement.

10.3 Naano is not responsible for:

- The accuracy, quality, appropriateness, or effectiveness of content created by Creators
- Compliance of content with applicable laws, regulations, or advertising standards
- Infringement of third-party intellectual property rights or other rights through content published by Creators
- Defamatory, misleading, or otherwise unlawful content published by Creators

10.4 Disputes regarding content are matters between the Business Client and the Creator. Naano may, at its sole discretion, assist in facilitating resolution of disputes but has no obligation to do so.

10.5 Naano reserves the right to remove Creator profiles or suspend accounts if Naano becomes aware of clear violations of applicable laws or these Terms and Conditions, but Naano is under no obligation to proactively monitor or review content.

11 | Limitation of Liability

11.1 Naano will be liable without restriction for damages arising from:

- Injury to life, body, or health resulting from a breach of duty by Naano or any of its legal representatives or agents;
- Damages caused by intentional misconduct or gross negligence by Naano or its legal representatives or agents;
- Damages caused by the lack of a quality expressly guaranteed by Naano in writing.

11.2 In case of a violation of essential contractual obligations caused by slight negligence, Naano's liability will be limited to the amount of damage that is typically foreseeable for this type of contract, except for the cases listed in Section 11.1. Essential contractual obligations are those obligations that must be fulfilled to enable the proper performance of the contract and on the fulfillment of which the Business Client can regularly rely.

11.3 The maximum aggregate liability of Naano under Section 11.2 for any claims arising out of or related to the User Agreement shall not exceed the total amount paid by the Business Client to Naano for click purchases during the twelve (12) months preceding the event giving rise to liability.

11.4 Liability pursuant to applicable French product liability laws remains unaffected.

11.5 Any other liability of Naano is excluded to the fullest extent permitted by applicable law.

11.6 Naano is not liable for:

- Actions, omissions, or content of Creators
- Disputes between Business Clients and Creators regarding Collaboration Agreements
- The performance, effectiveness, or results of advertising campaigns or Collaborations
- Suspension or termination of a Creator's LinkedIn account by LinkedIn
- Technical issues, outages, or data loss caused by third-party service providers (including Stripe or LinkedIn)
- Loss of business opportunities, revenue, profits, or goodwill
- Indirect, incidental, special, consequential, or punitive damages

11.7 The limitation period for the assertion of claims for damages against Naano is one (1) year from the date the Business Client becomes aware or should have become aware of the damage and the circumstances giving rise to the claim, except in the cases listed in Section 11.1.

12 | Indemnification

12.1 The Business Client agrees to indemnify, defend, and hold harmless Naano, its affiliates, officers, directors, employees, agents, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) The Business Client's breach of these Terms and Conditions;
- (b) The Business Client's violation of any applicable law or regulation;
- (c) The Business Client's infringement of any third-party intellectual property rights or other rights;
- (d) Materials, instructions, or content provided by the Business Client to Creators;
- (e) The Business Client's products, services, or business practices;
- (f) Disputes between the Business Client and Creators;
- (g) Claims related to the Business Client's use of the Platform or the results of advertising campaigns.

12.2 Naano will promptly notify the Business Client of any claim subject to indemnification and will reasonably cooperate with the Business Client in the defense of such claim at the Business Client's expense.

13 | Data Protection

13.1 Naano processes personal data of Business Clients and their representatives in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR), and Naano's Privacy Policy.

13.2 By accepting these Terms and Conditions, the Business Client consents to Naano's processing of personal data as described in the Privacy Policy for the purposes of providing the Services, facilitating Collaboration Agreements, processing payments, and complying with legal obligations.

13.3 The Business Client has the rights set forth in applicable data protection laws, including rights of access, rectification, erasure, restriction, data portability, and objection. These rights are detailed in Naano's Privacy Policy.

13.4 If the Business Client provides Naano with personal data of individuals (e.g., employees, customers), the Business Client warrants that it has obtained all necessary consents and has the legal right to share such data with Naano.

14 | Term and Termination of User Agreement

14.1 User Agreements between Naano and Business Clients are concluded for an indefinite period.

14.2 Business Clients may terminate their User Agreement at any time by giving fourteen (14) calendar days' notice to the end of a calendar month. Notice of termination must be submitted through the Platform or by email to the contact address specified in Section 18.

14.3 Naano may terminate a User Agreement at any time by giving fourteen (14) calendar days' notice to the end of a calendar month without providing a reason.

14.4 Either party may terminate the User Agreement immediately for good cause, including:

- Material or repeated breach of these Terms and Conditions
- Fraudulent activity or illegal conduct
- Circumstances that make continuation of the User Agreement unreasonable

14.5 Upon termination of the User Agreement, the Business Client's access to the Platform will be deactivated. The Business Client must fulfill any outstanding obligations under existing Collaboration Agreements or terminate such Collaboration Agreements in accordance with Section 8.

14.6 Unused clicks in the Business Client's account at the time of termination are non-refundable unless termination is due to a material breach by Naano or a force majeure event rendering the Services impossible to provide.

14.7 Any termination must be made in writing (email is sufficient).

15 | Modifications to Terms and Conditions

15.1 Naano reserves the right to modify these Terms and Conditions at any time. Naano will notify Business Clients of material changes by email or through a prominent notice on the Platform at least four (4) weeks before the changes take effect.

15.2 The notification will indicate the intended application of the new Terms and Conditions and the Business Client's right to object to the changes.

15.3 If a Business Client does not object to the modified Terms and Conditions within four (4) weeks of notification, or if the Business Client continues to use the Platform after the new Terms and Conditions have entered into force, the modified Terms and Conditions will be deemed accepted.

15.4 If a Business Client objects to the modified Terms and Conditions within the four-week period, either party may terminate the User Agreement in accordance with Section 14 without penalty.

16 | Final Provisions

16.1 These Terms and Conditions and the User Agreement are governed exclusively by the laws of the French Republic, without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

16.2 Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions or the User Agreement shall be resolved by the competent courts of Paris, France.

16.3 Should any provision of these Terms and Conditions be or become invalid, illegal, or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent.

16.4 Unless otherwise expressly provided, all notices and communications must be made in writing (email is sufficient) to the contact addresses specified in Section 18.

16.5 The Business Client may not assign or transfer the User Agreement without Naano's prior written consent. Naano may assign the User Agreement to an affiliate or in connection with a merger, acquisition, or sale of assets upon notice to the Business Client.

16.6 These Terms and Conditions constitute the entire agreement between Naano and the Business Client regarding use of the Platform and supersede all prior agreements and communications.

16.7 The failure of either party to enforce any right or provision shall not constitute a waiver.

16.8 Section headings are for convenience only.

17 | Prohibited Conduct

17.1 Business Clients are prohibited from:

- Using the Platform for any unlawful purpose

- Promoting illegal products, services, or activities
- Engaging in deceptive, fraudulent, or misleading advertising practices
- Infringing third-party intellectual property rights
- Harassing, threatening, or abusing Creators or Naano staff
- Attempting to reverse engineer, hack, or compromise the security of the Platform
- Creating fake or fraudulent accounts
- Manipulating or attempting to manipulate click tracking or payment systems

17.2 Violation of this Section may result in immediate termination of the User Agreement and forfeiture of unused clicks, without refund.

18 | Contact Information

If you have any questions about these Terms and Conditions, you can contact Naano at:

Naano SAS
84 Avenue du Roule
92200 Neuilly-sur-Seine
France

Email:

jarrealix00@gmail.com

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