naano

Terms and Conditions of Sale (Advertisers) & Terms of Use (Creators)

Flat Fee model — version 2.1

NAANO SAS — société par actions simplifiée
Share capital: €660
Registered office: 84 avenue du Roule, 92200 Neuilly-sur-Seine, France
Nanterre Trade and Companies Register — SIREN 100 248 772
Platform: naano.xyz

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Part 1 — Terms and Conditions of Sale (Advertisers)

Applicable to corporate clients purchasing sponsored LinkedIn content campaigns from Naano.

Article 1 — Purpose and definitions

1. These Terms and Conditions of Sale (the "Terms of Sale") govern the services provided by NAANO SAS, a French simplified joint-stock company (société par actions simplifiée) with share capital of €660, whose registered office is located at 84 avenue du Roule, 92200 Neuilly-sur-Seine, France, registered with the Nanterre Trade and Companies Register under SIREN number 100 248 772, to any corporate client (the "Advertiser").
2. Definitions: "Platform" means the Naano online service (naano.xyz). "Creator" means the independent contractor listed on the Platform, acting as a subcontractor of Naano for the execution of campaigns. "Booking" means a firm order for one or more posts placed by the Advertiser with Naano through the Platform. "Brief" means the campaign specification prepared by the Advertiser, where applicable with the assistance of the Platform's generation tools. "Post" means the LinkedIn publication produced by a Creator in performance of a Booking. "Tracking Link" means the tracked link provided by the Platform, the inclusion of which in the Post is a condition for the completion of the service. "Flat Fee" means the fixed price per Post agreed upon at the time of Booking.

Article 2 — Nature of the service and Naano's role

1. Naano provides the Advertiser, in its own name and on its own behalf, with a sponsored LinkedIn content campaign service, remunerated on a Flat Fee basis per Post. Naano is the sole contracting party of the Advertiser.
2. To perform the service, Naano engages independent Creators, selected through the Platform, acting as subcontractors of Naano. The Advertiser selects Creators either from those listed (Platform Mode) or from Naano's proposal (Agency Mode); this selection does not create any direct contractual relationship between the Advertiser and the Creator.
3. Naano is bound by an obligation of result regarding the delivery of ordered Posts under the conditions of Article 5, and by an obligation of means regarding advice and selection (Agency Mode). In the event of a Creator's failure to perform, Naano may propose a replacement Creator of equivalent profile or refund the Flat Fee concerned.

Article 3 — Booking, Brief and price

1. The Advertiser prepares a Brief, selects one or more eligible Creators and places a Booking at the displayed Flat Fee. A confirmed Booking constitutes a firm order.
2. The Brief describes the objectives, key messages, mandatory elements (including the Tracking Link and the required commercial collaboration disclosure) and prohibited elements. The design, wording and tone of the Post remain within the Creator's editorial freedom, within the limits of the Brief.
3. The total price of the Booking is paid to Naano at the time of order, by bank transfer or credit card, into Naano's account. Naano issues an invoice for the total amount of the service, plus applicable VAT (French VAT for French Advertisers; reverse charge for EU taxable persons identified for VAT purposes, Article 196 of Directive 2006/112/EC; out of scope for Advertisers established outside the EU).

Article 4 — Content validation

1. The Creator submits a draft Post through the Platform prior to publication. The Advertiser has seventy-two (72) hours to approve, request a revision, or reject the draft. Absent a response within this period, the draft is deemed approved.
2. The Advertiser may request a maximum of two (2) rounds of revisions per Post, relating to compliance with the Brief, factual accuracy and legal compliance, excluding any full rewrite.
3. In the event of a final, justified rejection after the revisions have been exhausted, Naano offers the Advertiser, at its choice, a replacement Creator or a refund (or credit note) for the Flat Fee concerned.

Article 5 — Completion of the service

1. The service is deemed completed for a Post once the Platform verifies the following cumulative conditions: (a) the approved Post is published on the Creator's LinkedIn profile; (b) the Post contains an active Tracking Link; (c) the Post includes the required commercial collaboration disclosure; and (d) the Post remains live for thirty (30) consecutive days. In the event of early removal, Naano refunds the Flat Fee concerned or issues a credit note.
2. Post performance data (impressions, clicks, conversions measured via the tracking pixel) is provided for information purposes only and does not constitute either a billing condition or a performance guarantee.

Article 6 — Cancellation and refund

1. The Advertiser may cancel, free of charge, any Booking not yet accepted by a Creator. After acceptance and before submission of the draft Post, cancellation entitles the Advertiser to a full refund of the Flat Fee. After submission, the rules of Article 4.3 apply.
2. If a Post is not published within the agreed timeframe and no replacement is accepted by the Advertiser, Naano refunds the corresponding Flat

Fee.

Article 7 — Reporting obligations (DAC7)

Naano collects Creators' identification and income information and, where applicable, makes the declarations required under the DAC7 framework (Directive (EU) 2021/514, Article 1649 ter A of the French General Tax Code).

Article 8 — Intellectual property

1. The Creator retains copyright ownership of the Post. Naano, having obtained the necessary rights from the Creator, grants the Advertiser a non-exclusive sublicense to use the Post for communication purposes (organic resharing, quotation, website integration) for a period of twelve (12) months.
2. The Advertiser warrants that it holds the rights to the materials it provides (logos, visuals, product data).

Article 9 — Advertising transparency and liability

1. The inclusion of the commercial collaboration disclosure required by French law No. 2023-451 of 9 June 2023 and Article 20 of the French law for confidence in the digital economy (LCEN) constitutes an essential obligation, verified by the Platform through mandatory confirmation at each publication.
2. Editorial responsibility for the Post lies with the Creator; responsibility for the commercial message lies with the Advertiser, who warrants the accuracy of the information provided in the Brief. The Advertiser's attention is drawn to the joint and several liability of advertiser/influencer set out in Article 8 of law No. 2023-451.

Article 10 — General provisions

Naano's liability is capped at the amounts received in respect of the relevant Booking, except in the case of gross or willful misconduct. Force majeure events suspend performance of the affected obligations. Personal data is processed in accordance with Naano's privacy policy and the GDPR. These Terms of Sale are governed by French law. Any dispute falls within the exclusive jurisdiction of the Nanterre Commercial Court.

Part 2 — Terms of Use (Creators)

Framework services agreement between Naano, as principal, and the Creator, as independent service provider.

Article 1 — Purpose

1. These Terms of Use ("Terms") constitute a framework services agreement (subcontracting) between NAANO SAS, as principal, and the Creator, as service provider. Each Booking accepted by the Creator constitutes a purchase order from Naano forming a contract of application.
2. The Creator contracts exclusively with Naano. No contractual relationship exists between the Creator and the Advertiser, including where the Advertiser selects the Creator through the Platform or approves the Creator's content.
3. These Terms fully supersede the performance-based affiliate program (CPC) governed by the version dated 1 February 2026, which is closed to new collaborations as of the effective date of these Terms. CPC collaborations already in progress on that date continue through to completion under the terms of the prior version.

Article 2 — Creator status and eligibility conditions

1. The Creator acts as an independent service provider, duly registered and in good standing with its tax and social security obligations. There is no relationship of subordination, employment contract, or corporate mandate between the Creator and Naano.
2. Eligibility conditions by profile: a professional Creator established in France must hold a SIRET registration number from the first Booking onward (data collected: SIRET number, VAT regime, IBAN; supporting document: invoice from the Creator to Naano or self-billing under Article 6). A professional Creator established in the European Union must hold a local registration and an intra-EU VAT number (data collected: company name, tax ID, VAT number; VAT reverse-charged by Naano). A professional Creator established outside the European Union, including in the United States, must evidence recognized independent-contractor status in its country of residence (data collected: company or individual name, tax ID; VAT reverse-charged by Naano). An unregistered individual is not eligible for the Flat Fee model.
3. Flat-fee services constitute an independent professional activity: registration (as a micro-entrepreneur or other status) is required before any Booking. As a matter of subcontracting, Naano is further subject to the due-diligence obligations of Article L. 8222-1 of the French Labour Code above €5,000 excluding VAT per year per Creator, which requires collecting the URSSAF compliance certificate on a half-yearly basis.

Article 3 — Independence and absence of subordination

1. The Creator is free to accept or decline any Booking, without cause and without penalty. The Creator is subject to no exclusivity, no imposed targets, no fixed hours, and no management directives, and may work for any third party, including a competitor of Naano.
2. The Creator alone designs and writes the content of the Post, using its own equipment and its own LinkedIn account. The Brief sets the scope of the order; content validation under Article 4 constitutes a conformity check on the service ordered, customary in a contract for services (Articles 1787 et seq. of the French Civil Code), and not the exercise of managerial authority.

Article 4 — Performance of the service

1. The contractual process is as follows: acceptance of the Booking, review of the Brief, submission of the draft Post through the Platform, approval by the Advertiser communicated through the Platform (72 hours, maximum two rounds of revisions, deemed approval absent a response), publication on LinkedIn with insertion of the Tracking Link and the commercial collaboration disclosure, followed by automatic verification by the Platform.
2. The Creator undertakes to submit its draft within the timeframe specified in the Booking and to keep the Post live for thirty (30) consecutive days from publication.
3. In the event of a final, justified rejection of the draft after two rounds of revisions, the Booking is cancelled with no remuneration or penalty for the Creator, and such rejection has no bearing on the Creator's access to the Platform.

Article 5 — Remuneration and payment by bank transfer

1. The Creator's remuneration is a fixed fee per Post, disclosed prior to acceptance of the Booking. It becomes payable once the Platform confirms that the completion conditions have been met: publication of the approved Post, presence of an active Tracking Link, and presence of the commercial collaboration disclosure.
2. Payment is made by Naano by bank transfer to the account provided by the Creator, within a maximum of thirty (30) days from completion, in accordance with Articles L. 441-10 et seq. of the French Commercial Code.
3. Early removal of the Post, or removal of the Tracking Link or the commercial collaboration disclosure before the expiry of the thirty (30) day period, entitles Naano to recover the Flat Fee, whether by set-off against amounts owed to the Creator or by reimbursement.
4. No remuneration is tied to Post performance (clicks, impressions, conversions), which is measured for information purposes only.

Article 6 — Invoicing and self-billing mandate

1. For each completed Booking, an invoice is issued to Naano, either by the Creator itself, or by Naano in the name and on behalf of the Creator

under a self-billing mandate (Article 289, I-2 of the French General Tax Code) expressly accepted upon enrollment in the Flat Fee model.

2. Each self-billed invoice is made available to the Creator, who has fifteen (15) days to dispute it; absent a dispute, it is deemed accepted.
3. The Creator is solely responsible for its tax and social security filings and payments, and indemnifies Naano against any reassessment resulting from an inaccurate declaration of its status.

Article 7 — Advertising transparency (essential obligation)

1. The Creator undertakes to include, clearly, legibly and identifiably, the commercial collaboration disclosure on each Post, in accordance with French law No. 2023-451 of 9 June 2023 and Article 20 of the French law for confidence in the digital economy. This obligation is essential to the contract.
2. The Platform requires express confirmation of this disclosure at each publication. Any breach results in immediate suspension of the account and withholding of amounts owed for the Post concerned.
3. The Creator indemnifies Naano and the Advertiser against all consequences (fines, sanctions, judgments, defense costs) resulting from a breach of its transparency obligations or of advertising law.

Article 8 — Intellectual property

The Creator warrants the originality of the Post and the absence of any infringement of third-party rights. The Creator grants Naano, for the duration necessary to perform the contract and the Advertiser sublicense provided for in Article 8 of the Terms of Sale, the rights of reproduction and communication of the Post, with the right to sublicense to the Advertiser, and authorizes Naano to reproduce the Post for the purpose of demonstrating the Platform (case studies, portfolio), unless the Creator expressly objects.

Article 9 — DAC7 and tax reporting obligations

The Creator is informed that Naano collects its identity, tax ID and amounts received, and, where applicable, makes the declarations required under the DAC7 framework. The Creator undertakes to provide accurate and up-to-date information; failing this, its payments may be suspended.

Article 10 — Suspension, termination, fraud

1. Naano may suspend or terminate the Creator's access in the event of fraud (artificial traffic, fake engagement, impersonation), breach of these Terms, or conduct undermining the integrity of the Platform, without prejudice to the recovery of amounts wrongly received.
2. Either party may terminate the framework agreement at any time, subject to performance of Bookings already in progress.

Article 11 — Governing law

These Terms are governed by French law. Any dispute with a professional Creator falls within the exclusive jurisdiction of the Nanterre Commercial Court.

NAANO SAS — 84 avenue du Roule, 92200 Neuilly-sur-Seine, France — SIREN 100 248 772 — naano.xyz
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Six-month minimum live period for sponsored Posts

Effective for Bookings accepted on or after 4 September 2026. This addendum forms an integral part of the Flat Fee Terms.

Replacement of shorter Post-retention periods

The Creator must keep each sponsored Post publicly accessible on the LinkedIn account used for the Booking for at least six (6) consecutive months from its publication date. During this period, the Creator must not delete, archive, hide or otherwise make the Post inaccessible.

The Tracking Link and commercial collaboration disclosure must remain in place throughout the same six-month period. Early removal is permitted only with the prior written agreement of Naano and the Advertiser, or where required by law, by LinkedIn, or by a documented safety risk.

For the Bookings concerned, the references to thirty (30) consecutive days in Articles 5.1, 13.2 and 13.3 are replaced by six (6) consecutive months. All other provisions remain unchanged.