

## **General Sales and Use Terms and Conditions (GSUTC)**

Upply is a digital platform that redefines the fundamentals of the supply chain industry.

The purpose of these general conditions is to set the general conditions of use of the Website for any User and to set the general conditions of sale of Users in the event of subscription to the Paid Services offered by Upply.

Access to the Website and the various Services implies full and complete acceptance of the GSUTC.

Upply remains free, at any time, to improve, modify, correct or delete all or part of the GSUTC. These modifications are deemed to have been brought to the attention of Users and/or Customers by their simple posting online. In any event, the Conditions are deemed to be accepted without reservation by any User accessing the Website after they have been put online.

The applicable conditions are those in effect on the date of each User's connection to the Website. The User is therefore invited to refer to it at each visit in order to read the latest version available on the Website.

In the event of a substantial change, Upply undertakes to inform its Users by e-mail and obtain his consent.

Users who do not agree to be bound by these GSUTC should not use the Website Services.

## Definitions

**"Administrator"**: is the first User to attach a User Account to a specified company, or its designee.

**"API" or "Upply API"**: refers to an application program interface specification that allows Users to benefit from certain Services in an automated manner.

**"Bill of lading"**: document that embodies the contract of carriage, regardless of the form of the "transport documents" used (pick-up and delivery note).

**"Buyer"** refers to the company which purchases a Transport Service on the Website via the Buy and Sell Service.

**"Commission"** refers to Upply's compensation for the Buy and Sell Service.

**"Company Data"** refers to the set of Data processed by Upply and/or exchanged with the User and/or the Client in connection with the performance of the Services, including in particular identification data during the use of the Services, excluding Personal Data as defined in the Privacy Policy.

**"Database"**: a structured and organized set of Data collected by Upply from Users/Customers and data generated, calculated and integrated by Upply to which the tools and platform are linked. The Database is financed, set up, structured and operated by Upply, which owns it, independently of the Data it contains, in its capacity as a "Producer" within the meaning of Article L341-1 of the Intellectual Property Code or Article 7.1 of European Directive 96/9/EC.

**"Demand"**: publication on the Site by a Buyer of a transport demand specifying the origin, destination, date of collection, characteristics of the Goods and the price that the Buyer envisages for this Service.

**"e-Attestations"**: refers to the company e-Attestations.com whose SIREN number is 503829368 and whose registered office is located at 2-12 rue du chemin des femmes, 91300 Massy.

**"Goods"**: refers to any product (raw materials, manufactured objects, etc.) that may be purchased or sold, either wholesale or retail and that does not fall within the specific categories of goods for which there are specific rules (licences or prior authorisations, sanitary or phytosanitary certificates such as waste, refrigerated goods, bulk etc.)

**"GSUTC"**: refers to these General Sales and Use Terms and Conditions, and any subsequent versions in force.

**"License"**: refers to the following licenses:

**- the Sandbox License :**

- it gives access to the Compare Price Service via API.
- It is free of charge and without any commitment of time.
- It is limited to one thousand (1000) requests per User, this amount applies to the company represented by the User.

**- the Consume License :**

- It is subject to a payment : its price consists of a fixed amount of 11,400 euros excluding tax per year and an amount depending on the use of the API by the User. This amount is calculated according to the number of Effective Requests made per month:

- 0.2€ per Effective Request if the User has made less than 10,000 Effective Requests in the month concerned

- 0.15€ per Effective Request if the User has made between 10,001 and 100,000 Effective Requests in the month concerned

- 0.1€ per Effective Request if the User has made more than 100,001 Effective Requests in the month concerned

- It provides access to the Price Comparison Service via API.
- It is valid for one year and tacitly renewable unless notified by email to customer service (to the following address : [customer@upply.com](mailto:customer@upply.com)) one (1) month before the end date of the license.

**- the Contribute License:**

- It is subject to a payment : its price consists of a fixed amount of 11,400 euros excluding tax per year and an amount depending on the use of the API by the User. This amount is calculated according to the number of Effective Requests made per month:

- 0.05€ per Effective Request if the User has made less than 10,000 Effective Requests in the month concerned

- 0.035€ per Effective Request if the User has made between 10 001 and 100 000 Effective Requests in the month concerned

- 0.02€ per Effective Request if the User has made more than 100,001 Effective Requests in the month concerned

- It provides access to the Price Comparison Service via API.
- It is subject to the User's contribution to the richness of Upply data by providing real and updated information on its transport tariffs.
- It is valid for one year and tacitly renewable unless notified by email to customer service (to the following address : [customer@upply.com](mailto:customer@upply.com)) one (1) month before the end date of the license.

**"Malicious Code"** refers to viruses, worms, time-bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Offer"** or **"Transport Offer"**: publication on the Site by a Seller of an offer to perform a Transport Service, specifying the location of the means of transport, possible destinations, truck characteristics, price and availability date.

**"Order"**: means any Offer and/or Demand accepted pursuant to the GSUTC.

**"Payment service provider"**: refers to WEBHELP PAYMENT SERVICES, a company registered in the Chambery Trade and Companies Register under number 330 423 815 and a payment institution approved by the Prudential Control and Resolution Authority (ACPR) under code 14378 and passported to Europe.

**"Proof of delivery" (POD)**: refers to the document such as consignment note or delivery note that must be uploaded on the Website by the Seller after delivery.

**"Service"** or **"Transport service"**: refers to any public road transport service for Goods to and from France.

**"Seller"** refers to the carrier and / or freight forwarder who performs the Transport Service that has successfully undergone the Validation process, i.e. the KYC operated by e-Attestation and the KYC operated by Webhelp Payment Services in order to be authorised to sell Transport Services on the Site.

**"Sendbird"**: refers to a messaging tool set up by SendBird located at 107 S Railroad Ave. San Mateo, CA 94401, United States, which allows the Buyer and the Seller active on the Site to exchange information directly on their respective Transport Services.

**"Services"** refers to all the Services provided by Upply on the Site, including, but not limited to, the following Services:

- "Service Compare a Price" refers to the Service for comparing a logistics tariff provided by the User on a transmission line with the tariffs referenced by Upply.

- "**Service compare a Budget**" refers to the Service allowing several logistics tariffs to be compared by means of a computer file relating to several transport lines with the tariffs referenced by Upply.

- "**Service Buy and Sell**": refers to the paying service offering a match between an Offer and a Demand.

"**Successful call**" : refers to a request made via an API that has enabled the return of a complete set of information. The effective nature of the request will be determined by Upply and will be mentioned on the User's dashboard, available at <https://developers.upply.com/>

"**Transport Price**" refers to Seller's compensation for the Transport Service.

"**User(s)**" or "**You**" and "**Your**" refers to any person acting in a professional capacity in the name and on behalf of his company or employer who accesses and uses this Website for the request for improvement or other comments submitted by the User through his profile.

"**User Account**": an account created online to access certain Services on the Website.

"**Validation**": process by which the Site verifies the transmission of specific documents that Buyers and/or Sellers must upload to the Site when registering as well as when demanding and/or offering transport (in particular registration in the Register of Carriers, licences, insurance, etc.).

"**We**" or "**Us**" or "**Our**" or "**Upply**" or "**the Publisher**" refers to Upply, a public limited company with a Management Board and Supervisory Board with a capital of 100,000.00 euros, whose registered office is located at 26 Quai Charles Pasqua, Espace Seine, 92300 Levallois-Perret, France, identified under number 518 618 608 RCS Nanterre.

"**Website**" refers to the website offered by Upply accessible via the following link: [www.upply.com](http://www.upply.com) as well as the portal accessible via the following link <https://developers.upply.com/>.

## **Access to the Website and Services**

Anyone with access to an Internet connection can access the Website, 7 /7 and 24 hours / 24 hours.

Access to the Website is free of charge.

The User is informed that access to the Website and registration on the Website do not entail any obligation to purchase.

All equipment used by the User to connect to the Website must at all times comply with applicable laws, rules and regulations and meet the requirements they impose. In the event of a disruption of the Website that can be traced back to the User's equipment, the User must immediately disconnect the equipment causing the disruption.

The User is informed that the Website is optimized for use with a latest generation browser. The User undertakes to access the Website using virus-free equipment, not to use the Website to store, transmit Malicious Code, interfere with or disrupt the integrity or performance of the Website.

Upply reserves the right to refuse, suspend, restrict or delete access to all or part of the Website, including access to the content and functionalities of the Website, at its discretion, without notice or compensation, in particular in the event of inaccurate information, suspicion of fraud, unfair competition or misuse of the Services, and more generally in the event of non-compliance with contractual obligations (including failure to pay).

In any event, the User and/or Administrator who has been refused, suspended or deleted access to his Account will be informed by e-mail of the reasons for the decision taken by Upply.

## **Account creation and management**

The User creates his Account:

- By completing the registration form with the mandatory information indicated as such ;
- By creating a password that he undertakes not to disclose and to keep personally ;
- By accepting these GSUTC

The User's use of the Account is personal. The User is therefore solely responsible for the actions he performs via his Account.

Each User undertakes to ensure that his data is accurate, complete and unambiguous and to regularly update his data as necessary, under penalty of exclusion.

Each User may access, at any time, by means of his password and identifier, to his User Account containing all the data provided during his registration on the Website.

The Administrator can appoint a new Administrator and can manage the access of the Users of the company concerned.

The Administrator undertakes to immediately remove access from a User who leaves the company concerned by the Account. If a User is deleted, only that User will no longer have access to the data of the company concerned.

Users are responsible for the use of their Account and for maintaining the security, confidentiality and confidentiality of their login and passwords. He undertakes to take all necessary measures to ensure its complete confidentiality, in particular so that no third party may impersonate him and/or his Account under conditions likely to affect the rights of third parties as well as all legal and regulatory provisions applicable on the Internet. If the User knows or suspects that a third party knows or uses his username or password, the User must notify Upply as soon as possible at [customer@upply.com](mailto:customer@upply.com).

Each User expressly agrees not to create or use any User Account other than the one initially created, whether under his own identity or that of a third party, and not to transfer his User Account to anyone else.

### **General obligations of the User**

The User undertakes to use the Website in accordance with the provisions of the GSUTC.

The User undertakes in particular to:

- Do not disrupt the operation of the Website ;
- Maintain the confidentiality of your login and password by not disclosing them to anyone ;
- Not to infringe on privacy, business secrecy or the secrecy of correspondence by using the Site ;
- Not to reproduce, represent or communicate to the public in any way whatsoever all or part of the Site ;
- Not develop, support or use software, devices, scripts, robots or any other means or processes (including indexing robots, browser plug-ins and add-ins, or any other technology or physical work) to perform web scrapping of the Site and/or Services ;
- Not to extract, reuse, store, reproduce, represent or store, directly or indirectly, on any medium whatsoever, by any means, and in any form whatsoever, all or part of the Site which constitutes a database protected by law.

The User undertakes in general not to contravene the legal and regulatory provisions applicable to the Site and in particular the provisions of the Intellectual Property Code.

## **Availability of User Content**

The User undertakes to make available to Upply content of which he is the author or which he is authorised to publish.

The User undertakes, in the context of the use of the Website, not to distribute any content, whatever its nature or form:

- Infringing on the right to an image or respect for private life ;
- Aimed at advertising or as a means of broadcasting advertising ;
- Infringing on the intellectual property rights of third parties, in particular with regard to the copyright or trademark law ;
- Infringing on the interests and rights of third parties ;
- Inciting hatred, violence, crime, terrorism or suicide ;
- May be considered abusive, threatening, defamatory, xenophobic, racist, anti-Semitic, pornographic, revisionist, homophobic, sexist ;
- Containing any virus or computer program likely to interrupt, alter, destroy or limit the functionalities of any computer or computer network ;
- In violation of business secrecy or correspondence secrecy ;
- And in general, any content contrary to the law, public order and morality.

The User is solely responsible for the content he/she makes available on the Website.

Upply reserves the right to delete any clearly illegal User Content that has been reported to it by a User, in accordance with the legal provisions in force and provided for in particular in the Law on Trust in the Digital Economy of 21 June 2004. Upply's liability can under no circumstances be sought in the event of the exercise of this right.

The User expressly authorizes Upply to use, distribute, host, store, reproduce, reproduce, communicate, publish, modify, adapt, translate and display its User Content on the Website, on social networks and/or any other media (including physical and digital media, press kit, commercial support, promotional and/or advertising material), by any means, for the purpose of operating, improving, promoting, marketing, advertising the Services provided by Upply and the Website. This authorization is valid for the entire time and is granted for a period of ten (10) years from the date on which the User Content is made available by the User.

The User represents and warrants that any documents, information, data and User Content provided to Upply during its use of the Website and/or Services are accurate and up to date at the time of communication.

The User indemnifies Upply against any disturbance, action, claim, opposition, claim and eviction of any kind whatsoever by a User or a third party who considers that User Content infringes his rights, as well as against any damage or liability incurred in the exercise of the rights attached thereto and undertakes to assume all damages or legal costs (including legal fees, costs and expenses not included in the costs) that Upply may have to bear as a result of the Content made available by the User.

## **Service Compare and Analyze**

Access to the Compare and Analyze Services is free of charge, except Compare a Price Service via API.

Users can access the Compare Price Service either through the web browser or through the API.

### Service Compare a Price - access through web browser

The Compare Price Service requires the creation of a User Account for more than ten (10) requests.

Access to the Price Comparison Service through the web browser is free of charge.

### Service Compare a Price - access through API

The Compare Price Service requires the creation of a User Account.

The data used by the API is extracted from the Database.

Users can access to Compare a Price Service through the web browser or through the API.

### Access to the API

The User connects to <https://developers.upply.com/>, chooses the type of License and expressly accepts the GSUTC.

Upply validates the license request and activates access to the API.

The User will then receive a confirmation email from Upply.

The User connects to <https://developers.upply.com/> to have the API key required for his connection.

### User's rights

Users when transmitting or reproducing data from the API must identify the Upply database by the following words in visible characters, in any form: "Source: upply.com".

- Sanbox Licence : Provided that the Upply source has been identified, Upply grants the User a non-exclusive, non-transferable and non-sublicensable right to access and use the reports produced by Upply solely for its own internal business purposes, for the duration of the related intellectual property rights to the exclusion of any other right. No ownership rights whatsoever are assigned to the User.
- Consume Licence and Contribute Licence : Provided that Upply source has been identified, Upply grants the User a non-exclusive, non-transferable and non-sublicensable right to access and use the reports produced by Upply for its own internal business needs and the needs of its customers, for the duration of the related intellectual property rights to the exclusion of any other right. No ownership rights whatsoever are assigned to the User.



### Upply's obligations

In accordance with its obligation of means, Upply undertakes to do everything possible to ensure that its Database is made available to the User on a continuous basis through the API. In the event of a technical problem, Upply will make its best efforts to carry out the necessary repairs as soon as possible. Upply cannot guarantee that the data extracted from its Database and provided to Users is free of errors or inaccurate references.

### Obligations of the User

Users warrant that all information provided during the term of the License is accurate, real and up to date at the time of its communication to Upply.

The User is solely responsible for his use of the API and, for the use by any end users. Therefore, the User and potential end users must comply with the GSUTC and Upply's Privacy Policy.

The User must not allow a person outside the company represented by the User to use his License.

The User may not attempt to download, connect, obtain or provide access to the API or use it for any purpose not expressly permitted by the GSUTC.

Except for the rights described in the GSUTC and those provided for by applicable law, the User may not use, modify, translate, adapt, reverse engineer, decompile or disassemble the source code or structure, sequence, organization and/or information received via the API (except to the extent of the limitations applicable to reverse engineering restrictions under the application of local, state, provincial, national or any other applicable law, rule or regulation). In addition, no title or ownership rights to the current API or if subsequently modified, may or will be transferred to the User pursuant to the GSUTC. The User shall not make any claims regarding intellectual property rights, including, but not limited to, copyrights and patents relating to the API or any improvements, adaptations, developments or modifications made thereto.

In addition, notwithstanding the License granted, the User undertakes not to:

- Use the API to run sensitive applications that may harm the lives or property of others;
- Rent, transfer, resell, distribute, use the API or the content of the Site independently or for any commercial purpose in order to obtain a direct commercial or economic benefit unless authorized in advance in writing by Upply and expressly acknowledged by the source;
- Use the API in a manner that is inconsistent or incompatible with any part of the API documentation;
- Use the API in products or services, or to develop products and services which compete with the products and services offered by Upply.

### API update

Upply can periodically modify or upgrade its APIs.

Nevertheless, Upply undertakes to make reasonable efforts to continue to support the previous version of an API which has been modified within twelve (12) months of the modification or depreciation.

Upply reserves the right to remove an API for security reasons, intellectual property, to comply with the law or requests from government entities.

### User Statement

Upply may publicly refer to the User as the Licensee. Upply may also publish the User's name and logo on its Website, marketing or promotional materials without further consent.

### Invoicing and payment of the License

An invoice for the fixed amount of the Consume Licence or Contribute License is generated by Upply when the Licence is bought. Then, Upply issues a monthly invoice at the end of each month for the variable amount depending on the use of the API by the User.

Invoices are payable by bank transfer on receipt of the invoice, without discount, instead of its issue, and in any event within a period which may not exceed thirty (30) days from the date of issue. In accordance with article 1344 of the Civil Code, the debtor is deemed to have been given notice to pay by the exigibility of the obligation. Any delay in payment shall automatically give rise, on the day following the date of payment indicated on the invoice, to the payment of default interest in an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus 10 percentage points, and fixed in accordance with the procedures defined in Article L. 441-6 paragraph 12 of the French Commercial Code, as well as a lump-sum indemnity for recovery costs in the amount of 40 euros pursuant to Article D.441-5 of the French Commercial Code, without prejudice to any compensation under ordinary law for any other damage resulting directly from this delay.

In any event, Upply may terminate access to and use of the API in the event of a User's payment delay of more than thirty (30) days.

### Termination of the License

The User can not terminate his License during the period for which he has committed himself. However, in the event of a proven defect in the API, the User will notify the customer service (to the following address : [customercare@upply.com](mailto:customercare@upply.com)). If the problem persists, the User will be able to terminate the License without notice by notifying Customer Service. The User will be reimbursed for the portion of the fixed amount of the License corresponding to the number of months not used.

Upply may terminate access to and use of the Upply API at any time, with or without notice, due to violation or non-compliance with the GSUTC, inappropriate or improper use of the API interface or if its use allows access to or use of services that may violate local, state, provincial, national or other applicable laws, rules or regulations or is liable to Upply.

In the event of termination, all rights and licenses granted to the User under the License shall be terminated immediately. The User shall destroy all confidential information of Upply and delete the content stored in accordance with the use of the Upply API and certify it to Upply within thirty (30) days.

## Buy and Sell Service

Upply is responsible for putting a Buyer and a Seller in contact on the Website in order to provide a transport service. Upply is expressly excluded from the contractual relationship between the Buyer and the Seller concerning the Transport Service.

The Buy and Sell Service is only available to professionals whose head office is located in the following countries:

- For Buyers: Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain, Poland;
- For Sellers: France, Belgium, Germany, Spain, Netherlands, Luxembourg, Poland and Lithuania;

A User Account is required to access the Buy and Sell Service.

The Seller must be duly authorized to transport the Goods.

The Buyer undertakes to transport only lawful Goods belonging to him or belonging to a third party who has regularly mandated him to transport them.

Once the User Account has been created, the information relating to the Buyer and Seller will be verified.

The information that must be verified is as follows:

- Kbis less than three months old of the company
- IBAN
- Domestic or Community freight transport licence
- Certificate of transport liability insurance
- Identity document of the legal representative
- Declaration of beneficial owners

Are optionally checked:

- The address of the legal representative's domicile
- Identity document of the delegate
- ID of other beneficial owners
- Address of domicile of beneficial owners

The documents requested from the Seller are :

- ID of the legal representative
- Transport licence and/or entry in the register of commission agents specific to the country where the Seller is located.
- Transport liability insurance
- Extract from the commercial register less than 3 months old
- Bank statement: Account statement / Bank statement / RIB / IBAN
- Equivalent declaration of beneficial owners

Upply subcontracts part of this process to e-Attestations and the Payment Provider, which the Seller accepts while guaranteeing that it is authorised to transmit all the information provided.

The Seller will receive an email from e-Attestations asking him to create an account on e-Attestations allowing him to download all the required documents and update them, if necessary.

By creating his account on e-Attestations, the Seller automatically authorizes all principals to come and upload his documents on the e-Attestations platform if necessary.

The Seller's or Buyer's refusal to provide Upply and/or its subcontractors with updated documents may result, if Upply's verification of the documents is not possible, in a temporary suspension of access to the Buy and Sell Service until such time as the documents are verified.

On the basis of the documents and information provided, Upply validates, or not, the status of Seller and/or Buyer for a given company.

The Seller's or Buyer's refusal to provide Upply and/or its subcontractors with updated documents may result in a temporary suspension of access to the Buy and Sell Service until such time as the documents are updated.

On the basis of the documents and information provided, Upply validates, or not, the status of Seller and/or Buyer for a given company.

At this stage, the Seller may register its own general terms and conditions of sale with regard to the Transport Service. Failing this, the Transport Service will be subject to the applicable law.

### **Publication of Offer and Demand**

A Seller may post a Transport Offer. Then the Seller could consult Demands matchings his Offer.

The type of Matching chosen (Manual or Automatic) must be indicated by the Seller.

A Buyer may post a Transport Demands. Then the Buyer could consult the Offers matching his Demand.

The posting of an Offer and a Demand are independent.

### **Matching Offers and Demands**

The Upply algorithm allows, on a continuous basis, to meet the Offers and Demands on the basis of the criteria below, restrictively listed:

- The place of origin of the Goods specified in the Demand must correspond to the location of the truck specified in the Offer (flexibility if any will be taken into account);

- The destination of the Goods specified in the Demand must correspond to the destination specified in the Offer (flexibility if any will be taken into account);
- The pickup date specified in the Application must correspond to the truck availability date specified in the Offer (flexibility if any will be taken into account) ;
- The weight of the Goods and the height of the pallets specified in the Application must correspond to the characteristics of the truck specified in the Offer.

### **Confirmation of the Order**

The Seller must choose between:

- Instant booking
  - The Seller accepts that its Offer is considered confirmed when a Demand matches with the matching criteria defined above;
  - By selecting this booking method, the Seller must expressly accept the GSUTC
  - The Buyer expressly accepts the GSUTC when accepting an Offer.
- Manual booking:
  - The Seller must expressly accept the Demand made by the Buyer;
  - Upon such acceptance, the Seller shall expressly accept the GSUTC;
  - The Buyer expressly accepts the GSUTC when accepting an Offer.

Any instant booking or booking not duly accepted by the Buyer and the Seller, becomes an Order.

A confirmation of the Order will be sent to the e-mail address of the relevant User Account, containing the details of the Order, including the Price of the Service.

### **Cancellation**

The Buyer and/or the Seller may cancel an Offer or Demand before it becomes an Order, without any charge.

The Buyer or Seller may cancel an Order twenty-four (24) hours before the pick-up time indicated on the Order. In order for this cancellation to be effective, the party initiating the cancellation must contact customer service. This cancellation will be free of charge.

Nevertheless, the injured party may lodge a complaint with the party initiating the cancellation if it occurred 24 hours before the date of removal, without Upply being a party to the complaint.

### **Upply Transport Price and Commission**

The Transport Price is freely determined by the Seller on the basis of information provided by the Buyer.

- It includes the cost of the transport service, including the cost of any specific instructions;
- It includes fuel costs, the revision of which is determined by the mandatory provisions of Articles L. 3222-1 and L. 3222-2 of the Transport Code;
- It does not include ad valorem insurance coverage. The Buyer must take out his own insurance to cover any damage to the goods during transport and then be in a position to receive satisfactory compensation;
- It does not include duties, taxes, fees and taxes due under any regulations, in particular tax or customs regulations (excise duties, import duties);

The Upply Commission is not included in the Transport Price.

- These costs amount to 5% of the Transport Price excluding VAT;
- Seller shall pay 2,5% of the Transport Price excluding VAT;
- Buyer shall pay 2,5% of the Transport Price excluding VAT;
- These costs are understood to be exclusive of tax;

### **Invoicing and payment terms**

After delivery, the Seller must state on the Website the effective delivery date of Goods and upload the Proof of delivery. The invoicing process starts from the date on which UPPLY receives the Proof of delivery (date of POD reception), as follows. The Buyer and the Seller expressly agree to receive invoices electronically.

#### ➤ Transport Price owed by the Buyer

##### ○ Invoicing

Seller is giving mandate to Upply to issue the invoice in the name and on behalf of the Seller in the name and on behalf of the Seller. The invoice is generated by Upply on the date of POD reception, and is sent :

-to the Seller for his own countability, on the date of POD reception;

-to the Buyer for payment, 24 hours after the POD reception, unless the Seller raised an objection within this delay.

##### ○ Payments term

The invoice states the payment deadline, which is calculated by reference to the effective delivery date of the Goods. The invoice shall be paid by the Buyer within 30 days after the effective delivery date of Goods.

#### ➤ Upply's Commission owed by the Buyer

##### ○ Invoicing

On the date of POD reception, Upply send to the Buyer the invoice for the Commission.

##### ○ Payment term

The invoice states the payment deadline, which is calculated by reference to the effective delivery date of the Goods. The invoice shall be paid by the Buyer within 30 days after the effective delivery date of Goods.

#### ➤ Upply's Commission owed by the Seller

Once the payments have been made by the Buyer on the platform, Upply generates and send to the Seller the invoice for the Commission owed by the Seller.

The Commission owed by the Seller is directly deducted from the Transport Price paid by the Buyer, prior to the transfer to the Seller.

### **Payment Conditions**

The Transport Price and the Commission are payable by transfer on receipt of the invoice, within the time limits mentioned above.

In accordance with article 1344 of the Civil Code, the debtor is deemed to have been given notice to pay by the mere exigibility of the obligation.

Any delay in payment shall automatically give rise, on the day following the date of payment indicated on the invoice, to the payment of default interest in an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus 10 percentage points, and fixed in accordance with the procedures defined in Article L. 441-6 paragraph 12 of the French Commercial Code, as well as a lump-sum indemnity for recovery costs in the amount of 40 euros pursuant to Article D.441-5 of the French Commercial Code, without prejudice to any compensation under ordinary law for any other damage resulting directly from this delay.

### **Payment service**

Upply is offering the payment of Transport Services through the Payment Provider. The Payment Service Provider has a Payment Services Framework contract as set out in Annex 1. This contract refers to the general terms and conditions governing the terms and conditions for the provision of Payment Services. By accepting these GSUTC, Buyer and Seller accept to be bound directly with the Payment provider and expressly acknowledge and accept the Payment Services Framework contract.

Debits from the Buyer's and Seller's accounts are made on the Payment Provider's secure and authorized bank servers; the funds paid by the Buyer and Seller are protected in a specific account identified on the Payment Provider's website before being transferred, within the above-mentioned time limits, to the Seller's bank account in the case of the Service Price and to the Upply bank account in the case of the Commission.

In the context of these payments, Upply has no access to any data relating to the Buyer's and/or Seller's means of payment. Payment is made directly to the Payment Provider.

The data recorded by the payment system constitutes proof of financial transactions.

### **Online messaging**

In order to facilitate exchanges and optimize the Buy and Sell Service, an online messaging service is available to Buyers and Sellers to exchange information directly on the Order.

- This service is outsourced to Sendbird, registered at 107 S Railroad Ave. San Mateo, CA 94401, United States;
- Although Upply strives to encourage a respectful experience for Users, in particular by applying Sendbird's moderation tool, Upply is not responsible for the conduct of Mail Users;
- Users are solely responsible for the content they post in the context of messaging and undertake to ensure that such messages exchanged are lawful and do not infringe

public order, morality or the rights of third parties, infringe any legislative or regulatory provision, and more generally are in no way likely to implicate Upply's civil or criminal liability.

The User thus refrains from distributing in particular and without this list being exhaustive:

- Counterfeiting content;
  - Content that is false, misleading or that offers or promotes illegal, fraudulent or deceptive activities;
  - Content that is defamatory, abusive, violent, racist, xenophobic or revisionist, pornographic, obscene, indecent, offensive;
  - Content harmful to the Site's and third parties' computer systems (various viruses, trojans, etc.);
  - And more generally, content likely to infringe the rights of third parties or be harmful to third parties, in any way and in any form whatsoever.
- 
- Users agree that the content of their conversations may be accessible to Upply staff, consultants and potential subcontractors.
  - The messages exchanged will be available for consultation for a period of six (6) months from the date of issue of the said message;
  - Users also agree that the messages exchanged may be consulted for the purpose of settling a dispute in the context of a claim with Upply's customer service department.

The Buyer and the Seller acknowledge that they are aware of the unreliability of the Internet, particularly in terms of the lack of security with regard to data transmission. Upply therefore advises them not to transmit data and information that they consider confidential via the messaging system set up by SendBird.

### **Obligations of the Buyer and the Seller**

The Buyer and the Seller undertake to keep each other informed at all times to the extent necessary for the performance of the contract of carriage.

The Buyer and the Seller undertake to use the Buy and Sell Service in accordance with its purpose. They thus refrain from transmitting, via the Website, any prohibited, illegal, illegal or immoral data or data contrary to public morals or public order and infringing the rights of third parties. The Client (and its Employees) shall refrain from making fraudulent or abusive use of the Buy and Sell Service.

In addition, they also refrain from any act of unfair competition against Upply. As such, the Seller and the Buyer undertake to use the Buy and Sell Service for their needs, in a fair and good faith manner, in strict compliance with these GSUTC. This excludes in particular the fact of allowing access to the Buy and Sell Service to other persons than those identified at the time of registration. Similarly, the Buyer and the Seller undertake not to use the direct messaging service to manage the Transport service outside of Upply. In such case, liability of the concerned Party will be engaged and Upply may decide to exclude the concerned party from Upply.

### **Obligations of the Buyer**



It is the Buyer's responsibility to choose the appropriate Seller.

When the Order is confirmed, the Buyer must deliver the freight to the Seller under the conditions described in the Order and pay the Price.

If the Buyer does not deliver the freight described in the order, the Price indicated on the summary page of the Order will still be invoiced to the Buyer.

The Buyer undertakes to comply with the regulations applicable to him.

When the Buyer sends a Demand to the Site, the Buyer provides Upply with the requested information for each shipment to the Site. In accordance with their reporting obligations, the Buyer, Users of the Site are solely and exclusively responsible for the nature and detailed description of the Goods whose transport they wish to entrust.

Buyers therefore certify the lawfulness and non-infringement of their Goods. The consignment must not constitute a cause of danger to persons and other goods carried and to the vehicles, equipment or means of transport used.

The Buyer guarantees to be solvent, undertakes to pay the Commission to Upply for its connection service and possibly the price corresponding to the accessories.

### **Obligations of the Seller**

The Seller is solely responsible for the Offers made to Buyers on the Site and for seeking information about Buyers.

The Seller must accept the Buyer's Order to be validated. Once the Order has been accepted, the Seller undertakes to carry out the Transport Service using the means and under the conditions described in the Order.

The Seller undertakes to provide proof of delivery upon receipt of his Goods.

In the event of loss of proof of delivery, the Seller must contact the Buyer to obtain a copy of the latter.

In the event of a problem, the Seller should contact customer service as soon as possible via the following address: [customercare@upply.com](mailto:customercare@upply.com)

The Seller undertakes to pay the Commission to Upply for its contact service and possibly the price corresponding to the accessories.

The Seller undertakes to comply with the regulations applicable to him.

The Seller declares, regardless of the country in which it has its registered office, that it is still in good standing with the competent authorities regarding the exercise of its regulated activities.

### **Intellectual Property**

#### **Upply's Website and its components**

The Website, all its constituent elements (including but not limited to all know-how, trade secrets, texts, presentations, videos, photographs, downloadable documents, graphic design, interfaces, trademarks and logos, databases and software) are protected by intellectual property rights (including but not limited to copyright, sui generis rights of the producer of databases, trademarks, designs and models, domain names...) and related rights held exclusively by Upply and/or its licensors.

These GSUTC do not imply any transfer of any kind of intellectual property rights on the elements belonging to Upply for the benefit of the Users.

Upply grants Users a non-exclusive, personal, non-transferable right to access the Website for use in accordance with the conditions defined in these GSUTC.

Consequently, except in cases expressly authorised by Upply in advance and in writing, the User is not authorised in particular to exploit, reproduce, reproduce, modify, represent, distribute, publish, edit, translate, adapt, extract or publish, all or part of the Website and/or its constituent elements, in any form or format whatsoever, on any medium whatsoever and for any purpose whatsoever (commercial, advertising or otherwise).

The User also refrains from infringing, directly or indirectly, Upply's intellectual property rights and refrains from exploiting in any way whatsoever the names, trademarks, logos, software, information, databases and all documents communicated to it, in general, in the event of the execution of these GSUTC.

Failure to comply with these conditions may in particular constitute an act of counterfeiting and/or unfair and parasitic competition, engaging the civil and/or criminal liability of the User.

### **Reports prepared by Upply at the User's request**

To respond to the User's request via the Comparer Service, Upply may provide the User with reports concerning the comparison of the logistics prices provided by the User with the logistics prices referenced by Upply. These relationships are fully protected by the intellectual property rights of which Upply is the exclusive owner.

Notwithstanding the foregoing, in the absence of a License, Upply grants the User a non-exclusive, non-transferable and non-sublicensable right to access and use these reports solely for its own internal business purposes, for the duration of the related intellectual property rights to the exclusion of any other right. No ownership rights whatsoever are assigned to the User. However, Users when disseminating or reproducing these reports must identify the Upply database by the following statements in plain text, in any form: "Source: upply.com".

### **Company data provided by the User**

Upply is committed to providing the User with high quality Services. To this end, Upply works to improve its Services through Your use of the Website.

The User expressly grants Upply, free of charge, a worldwide transferable and sub-licensable license to the Company Data communicated to Upply during its use of the Website and/or the Services, for the entire duration of its protection so that Upply can use the data for its own commercial purposes, in particular to improve the Website Services.

In particular, the User grants Upply the right to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display the Company's elements, information and Data in its Service Comparer database without prejudice to the intellectual property rights of Upply and/or its licensors.

The User expressly authorizes Upply to use, distribute, host, store, reproduce, reproduce, communicate, publish, modify, adapt, translate and display its Company Data on the Website, on social networks and/or any other media (including physical and digital media, press kit,

commercial support, promotional and/or advertising material), by any means, for the purpose of operating, improving, promoting, marketing, advertising the Services provided by Upply and the Website. This authorization is valid for the entire time and for the duration of the protection that may be granted to Company Data under the applicable legislation.

It is specified that no element identifying the User will be published on the Website or within the Services when Upply uses the User's Company Data. For more information on this subject, see section 6.

The User acknowledges and warrants:

- That it has all the rights, consents and/or permissions necessary to use, provide to Upply, authorize Upply to receive, possess and use as indicated in the Terms of Use this Business Data;
- That the provision of Company Data to Upply does not violate any rights of third parties, to contract or any law or regulation;

The User shall indemnify and hold harmless Upply, its officers and employees from any claim, demand, action or proceeding brought against Upply by a third party alleging that Upply's receipt, possession or use of such Company Data violates the rights of a third party, a contract or any law or regulation, as well as against any damage or liability incurred in the exercise of the rights attached thereto and undertakes to bear all damages or legal costs (including legal fees, costs and expenses not included in the costs) that Upply may have to bear as a result of the Company Data made available by the User.

### **Confidentiality and protection of Company Data**

Upply maintains all appropriate administrative, physical and technical protection to ensure the security, confidentiality and integrity of Company Data. In addition, Upply uses industry-recognized intrusion test service providers to identify and resolve predictable attack vectors and potential intrusion scenarios.

Upply may use the Company Data to perform the Services but without the Company Data and the User's identity being associated with such use, unless required by law or expressly authorized in writing by the User.

It is specified that no element identifying the User will be published on the Website or within the Services when Upply uses the User's Company Data.

By accepting the GSUTC, Users expressly agree that their data may be transmitted to any subcontractors of Upply for the purpose of improving the Services offered by Upply.

### **Hyperlinks**

This Website may contain links to third party websites that are not under Upply's control. Upply makes no representations or warranties of any kind about any other website to which the User may have access through the Upply Website. When the User accesses a third party website, he does so at his own risk and acknowledges that Upply is in no way responsible for the content, advertising, products or other elements and data available on this third party website. The User also acknowledges and accepts that Upply assumes no responsibility and shall not be liable for

any loss or damage of any kind resulting from the use of a third party website. References to third party companies and third party websites on the Upply Website are for information purposes only and do not constitute an endorsement or recommendation.

Consequently, Upply may not be held liable in particular for the conditions of access, the services offered, their content and/or the elements stored therein, the updates provided to them, etc. If the User decides to use a hyperlink to access a third-party website, the User does so at his own risk. The GSUTC will no longer be in force, so it is recommended that the User read the terms of use applicable to third party websites.

### **Upply's liability**

In general, Upply cannot be held liable for any unforeseeable and/or indirect damage suffered by the User, such as, but not limited to, loss of profit, loss of opportunity, loss of income, loss of data, financial or commercial damage, commercial disruption or intangible damage such as damage to image or reputation. In any case, Upply's liability is limited to 5,000 euros per event.

Despite the care taken in creating and updating the Website, errors, inaccuracies or omissions may occur. To the fullest extent permitted by French law and to the extent that the Services and certain features of the Website are provided free of charge, Upply excludes all legal warranties applicable to the Website.

Upply cannot guarantee to the User that the Website will exactly meet his expectations or that no errors will appear during its use. Upply does not guarantee the reliability or accuracy of the information contained on the Website, nor the compatibility of the Website with the User's specific uses.

In particular, Upply does not represent or warrant that the content of the Website will be error-free and that the Website platform will be free of viruses or other harmful components, that the information provided is complete, up-to-date, accurate, used in practice or physically accessible at the time the User accesses the Website or that errors and defects will be corrected. The User must take his own precautions in this regard.

Upply cannot be held responsible:

- (i) any non-conforming use of the Website by Users or any other third party, or
  - (ii) Company Content and Data made available by Users in connection with the use of the Site.
- In the event that Upply's liability is sought by a third party due to a breach by the User of any of the provisions of the Terms of Use, Upply may call upon the User under warranty;
- (iii) in the event of transmission difficulties or, more generally, any disruption of the telecommunications network and the Internet. It is the User's responsibility to have the necessary skills and resources (at the User's expense: Internet access, telephone subscription, etc.) to access the various services;
  - (iv) in the event of inaccessibility of the Website, for any reason and/or for any length of time;
  - (v) in the event of loss or damage suffered by the User or any third party as a result of a failure (i) to access the Service (ii) of the Internet network, (iii) of the means of telecommunications and (iv), more generally, of any event not directly and/or exclusively related to Upply or any event of force majeure, as defined by the case law of the French courts.
  - (vi) regarding the Buy and Sell Service, Upply shall not be liable on the Transport Service nor

on the payment of the Tranport Price.

The User acknowledges that the Website is currently hosted for Upply by Microsoft Ireland Operations Ltd. registered under VAT Regn No. IE8256796U and domiciled at: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland (hereinafter referred to as "Microsoft"). To the extent permitted by applicable law, notwithstanding any other provision of these T&Cs/T&Cs, the User acknowledges and agrees that Upply shall not be liable for the acts and omissions of Microsoft Corporation. In addition, Upply does not warrant that the hosting services will be uninterrupted, error-free, or risk-free. The User acknowledges and agrees that Upply uses an outsourced hosting environment and that Upply cannot directly control the operations of that environment. By accepting these Terms of Use, the User confirms and agrees to comply with Microsoft's Terms of Use.

### **Liability of Buyers and/or Sellers**

Buyers and Sellers are solely responsible for the information they provide on the Website and guarantee that this information is, at all times, accurate.

Any User of the Site, whether a Buyer or Seller, shall be solely responsible for all consequences resulting from any inaccurate, incomplete or false statement.

### **Customer service**

In the event of a problem, Users may contact Upply's customer service by phone and email as mentioned on the Site.

In the context of telephone exchanges between customer service and Upply Users, a recording of conversations will be automatically made, unless the User expressly expresses his or her opposition to the recording during the call.

### **Applicable law**

The GSUTC are subject to French law.

The GSUTC and the Privacy Policy constitute the entire agreement between Upply and the User. This agreement supersedes any prior or contemporaneous, written or oral agreements concerning the matters addressed herein and prevails over any conflicting conditions.

The GSUTC are issued in both English and French. In any case, the French version of the GSUTC will prevail over any other version. In the event of a dispute relating to the validity, interpretation and/or execution of the GSUTC, Upply and the User undertake to inform each other and to seek an amicable solution to their dispute before any action is taken.

In the absence of an amicable agreement between Upply and the User within three (3) months of notification of the dispute to the other party, any dispute concerning the interpretation, validity and/or execution of the GSUTC shall be submitted to the competent courts in Paris, including in the event of multiple defendants or the introduction of a third party, in the context of proceedings aimed at obtaining emergency or protective measures, in summary proceedings or upon request.

**Annex 1: Payment Services Framework Contract**

Marketplace means Upply  
Vendors include Buyer and Seller.

**Payment Services Framework Contract**

| <b>Version en français</b>   | <b>English version</b>  |
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| <b>Contrat Cadre de Services de Paiement</b>   | <b>Payment Services Framework Contract</b>  |
| <b>ENTRE</b>   | <b>BETWEEN</b>  |
| Webhelp Payment Services France, société par actions simplifiée au capital de 3.968.100 euros, immatriculée au RCS de Chambéry sous le numéro 330 423 815, dont le siège social est situé 450 rue Félix Esclangon - BP 22 / 73291, La Motte Servolex CEDEX (Ci-après dénommée le « Prestataire de Services de Paiement »)    | WEBHELP PAYMENT SERVICES – WPS France, a simplified joint stock company with a capital of 3.968.100 €, registered in the Chambéry Register of Commerce and Companies under the number 330 423 81, whose head office is 450 rue Félix Esclangon - BP 22 / 73291 La Motte Servolex CEDEX (Hereinafter referred to as the «Payment Services Provider») |
| <b>Et</b>  | <b>And</b>  |
| La société   | The company   |
| (Ci-après dénommée le « Vendeur »)   | (Hereinafter referred to as the «Vendor»)   |
| (Ci-après individuellement ou collectivement dénommées la ou les « Partie(s) »)  | (Hereinafter individually referred to as the «Party» and collectively referred to as the « Parties»)  |
| <b>OBJET</b>   | <b>PURPOSE</b>  |
| Le présent Contrat Cadre de Services de Paiement définit les conditions dans lesquelles sont gérées, dans la relation entre la Marketplace et les Vendeurs, les opérations de paiement résultant des transactions des acheteurs/payeurs sur la Marketplace, ainsi que les obligations qui en résultent pour les signataires. | This Payment Services Framework Contract defines the terms and conditions under which the Marketplace and the Vendors manage the payment transactions resulting from purchasers/payers transactions on the Marketplace and the resulting obligations for signatories.   |
| Le Contrat Cadre de Services de Paiement fait référence, pour les clauses commerciales relatives à la Marketplace, et, notamment, pour les conditions tarifaires,  | The Payment Services Framework Contract refers, for the commercial clauses relating to the Marketplace, and, notably, to the pricing conditions, to the General Terms and Conditions (GTC) applicable to the Vendors for  |

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| <p>aux Conditions Générales d'Utilisation (CGU) applicables aux Vendeurs pour la commercialisation de leurs offres via la Marketplace.</p> <p><b>PROCEDURE PREALABLE</b></p> <p>L'acceptation du présent Contrat Cadre de Services de Paiement suppose qu'ait été préalablement signé le contrat définissant les obligations commerciales réciproques de la Marketplace et du Vendeur, dénommé Conditions Générales d'Utilisation (« CGU »).</p> <p>Le présent Contrat Cadre de Services de Paiement constitue un complément à ces CGU pour définir les conditions dans lesquelles est réalisé le service de paiement de gestion des flux générés par l'activité commerciale du Vendeur sur la Marketplace.</p> <p><b>CONDITIONS D'ENTREE EN VIGUEUR DU CONTRAT</b></p> <p>La mise en application du présent Contrat Cadre de Services de Paiement est soumise à la validation de l'entrée en Relation d'affaires par le Prestataire de Services de Paiement.</p> <p>Tant que l'entrée en Relation d'affaires n'est pas validée par le Prestataire de Services de Paiement, le présent Contrat Cadre de Services de Paiement n'entre pas en application et aucun compte de paiement n'est ouvert au Vendeur.</p> <p>Le Vendeur est avisé que le Prestataire de Services de Paiement n'est pas tenu de justifier sa décision et en accepte par avance la décision. Il s'engage à apporter son meilleur concours à la Marketplace et au Prestataire de Services de Paiement pour la collecte d'informations nécessaires à la validation de l'ouverture et au fonctionnement de son Compte de Paiement.</p> | <p>the marketing of their offers via the Marketplace.</p> <p><b>PRIOR PROCEDURE</b></p> <p>The acceptance of this Payment Services Framework Contract assumes that the contract defining the reciprocal commercial obligations of the Marketplace and the Vendor, entitled General Terms and Conditions (« GTC ») has been previously signed.</p> <p>This Payment Services Framework Contract complements these GTC to define the conditions under which the payment management service for the flows generated by the Vendor's commercial activity on the Marketplace is performed.</p> <p><b>CONDITIONS OF ENTRY INTO FORCE OF THE CONTRACT</b></p> <p>The entry into force of this Payment Services Framework Contract is subject to the validation of the entry into Business relationship by the Payment Services Provider.</p> <p>As long as the Payment Services Provider does not validate the entry into a Business relationship, this Payment Services Framework Contract does not apply and no Payment Account is open to the Vendor.</p> <p>The Vendor is advised the Payment Services Provider is not required to justify its decision and accepts the decision in advance. He undertakes to provide his best support to the Marketplace and the Payment Services Provider for the information collection necessary to validate the opening and functioning of his Payment Account.</p> |
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| <p><b>DEFINITIONS</b></p> <p>Les Parties s’entendent sur les définitions suivantes afin de faciliter la compréhension des termes et des conditions du présent Contrat Cadre de Service de Paiement. Les mots suivants ont, lorsqu’ils sont utilisés avec une majuscule, la signification suivante:</p> <ul style="list-style-type: none"> <li>- <b>Contrat Cadre de Services de Paiement</b> : désigne le présent contrat selon lequel sont régies les Opérations de Paiement intéressant le Vendeur et directement liées à ses activités sur la Marketplace, ainsi que les opérations y afférentes.</li> <li>- <b>Vendeur</b> : désigne une personne morale qui, satisfaisant aux critères d’entrée sur la Marketplace, ayant accepté les CGU, agissant à titre professionnel pour les besoins des activités, propose des produits à la vente sur la Marketplace.</li> <li>- <b>Espace Vendeur</b> : désigne l'espace virtuel personnel de chaque Vendeur sur le Site internet de la Marketplace.</li> <li>- <b>Bénéficiaire</b> : désigne la personne physique ou morale désignée par le Vendeur pour agir pour le compte du Vendeur dans le cadre du Service de Paiement au titre des activités de la Marketplace.</li> <li>- <b>Prestataire de Services de Paiement (PSP)</b> : dans le cadre du présent Contrat Cadre de Services de Paiement, le PSP désigne WEBHELP PAYMENT SERVICES qui est en charge de la gestion opérationnelle du Service de Paiement.</li> <li>- <b>Compte de Paiement</b> : désigne le compte de paiement ouvert au nom</li> </ul> | <p><b>DEFINITIONS</b></p> <p>The Parties agree on the following definitions to facilitate understanding of the terms and conditions of this Payment Services Framework Contract. The following words have, when used with a capital letter, the following meaning :</p> <ul style="list-style-type: none"> <li>- <b>Payment Services Framework Contract:</b> means this contract which governs the Payment Transactions of interest to the Vendor and is directly related to its activities on the Marketplace, as well as the operations relating thereto.</li> <li>- <b>Vendor</b> : means a legal person who, satisfying to entry criteria to the Marketplace, having accepted the GTC, acting in a professional capacity for the purposes of its activities, offers products for sale on the Marketplace.</li> <li>- <b>Vendor’s Area:</b> means the personal virtual area of each Vendor on the Marketplace Website.</li> <li>- <b>Beneficiary:</b> means the natural or legal person designated by the Vendor to act on behalf of the Vendor as part of the Payment Service under the Marketplace activities.</li> <li>- <b>Payment Services Provider (PSP):</b> under this Payment Services Framework Contract, the PSP designates WEBHELP PAYMENT SERVICES which is in charge of the operational management of the Payment Service.</li> <li>- <b>Payment Account:</b> means the payment account opened in the name of each Vendor who has signed this Payment Services Framework Contract in the</li> </ul> |
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| <p>de chaque Vendeur signataire du présent Contrat Cadre de Services de Paiement dans les livres du PSP à l'effet d'inscrire au débit et au crédit les Opérations de Paiement. Le Compte de Paiement ne peut en aucun cas être assimilable à un compte de dépôt. Les fonds collectés par le Prestataire de Services de Paiement pour la fourniture des Services de paiement ne constituent pas des fonds remboursables du public au sens de l'article L.312-2 du Code monétaire et financier.</p> <ul style="list-style-type: none"> <li>- <b>Compte de Cantonnement</b> : désigne un compte de dépôt à vue ouvert dans les livres d'un établissement de crédit sur lequel sont conservés les fonds reçus par WEBHELP PAYMENT SERVICES pour le compte des Vendeurs dans le cadre du présent Contrat. Ce compte de dépôt est réservé aux dépôts des fonds destinés aux Vendeurs.</li> <li>- <b>Relation d'affaires</b> : désigne la validation de l'identification KYC (Know Your Customer) du Vendeur.</li> <li>- <b>Opérations de Paiement</b> : désigne aussi bien les opérations consistant à verser, transférer ou retirer des fonds par virement à partir du Compte de Paiement du Vendeur, que les Transactions de Paiement.</li> <li>- <b>Transactions de Paiement</b> : désigne les opérations de paiement effectuées par les Acheteurs/Payeurs pour régler l'acquisition de produits et services vendus par la Marketplace, et réalisées par l'un des instruments de paiement mis à disposition des Acheteurs/payeurs pour leurs règlements de produits et</li> </ul> | <p>PSP books for the purpose of debiting and crediting the Payment Transactions. The Payment Account can not in any case be assimilated to a deposit account. The funds collected by the Payment Services Provider for the provision of the Payment Services do not constitute public repayable funds within the meaning of article L.312-2 of the French Monetary and Financial Code.</p> <ul style="list-style-type: none"> <li>- <b>Escrow account</b>: means an open deposit account in the books of a credit institution in which the funds received by WEBHELP PAYMENT SERVICES are kept on behalf of the Vendors under this Contract. This deposit account is reserved for deposits of funds intended for Vendors.</li> <li>- <b>Business relationship</b> : means the validation of the Vendor KYC (Know Your Customer) identification.</li> <li>- <b>Payment Operations</b>: means the operations of paying, transferring or withdrawing funds by transfer from the Vendor's Payment Account, as well as the Payment Transactions.</li> <li>- <b>Payment Transactions</b> : means the payment operations made by the Purchasers/Payers to pay for the purchase of products and services sold by the Marketplace, and made by one of the payment instruments made available to Purchasers/Payers for their payment of products and services offered by the Marketplace.</li> <li>- <b>Payer</b>: means the person conducting a payment transaction resulting from the purchase of one or more products and services on the Marketplace. Synonym: Purchaser/Payer.</li> </ul> |
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| <p>services proposés par la Marketplace.</p> <ul style="list-style-type: none"> <li>- <b>Payeur</b> : désigne la personne procédant à une transaction de paiement résultant de l'achat d'un ou plusieurs produits et services sur la Marketplace. Synonyme : Acheteur/Payeur.</li> <li>- <b>Marketplace</b> : désigne le service d'espace de vente virtuel permettant à des Vendeurs de proposer leurs produits et/ou services à des Payeurs.</li> <li>- <b>Provision</b> : désigne le solde créditeur du Compte de Paiement correspondant aux sommes dues au Vendeur, sauf indication contraire.</li> <li>- <b>Service(s) de Paiement</b> : désigne les services mis en œuvre en application du Contrat Cadre de Services de Paiement et comprenant notamment : l'acquisition de Transactions de Paiement au moyen des instruments de paiement proposés par la Marketplace aux Acheteurs/Payeurs, l'exécution de virements au profit du Vendeur, et toute autre opération de régularisation éventuellement nécessitée par la gestion du Compte de Paiement. Ces services incluent également les moyens de communication au Vendeur des informations relatives à la gestion du Compte de Paiement.</li> <li>- <b>Site Internet</b> : désigne le site internet UPPLY.com et sa partie Marketplace à partir desquels sont proposés les Services de Paiement.</li> </ul> | <ul style="list-style-type: none"> <li>- <b>Marketplace</b>: means the virtual retail space service allowing Vendors to offer their products and/or services to Payers.</li> <li>- <b>Provision</b>: means the credit balance of the Payment Account corresponding to the sums due to the Vendor, unless otherwise indicated.</li> <li>- <b>Payment Service(s)</b>: means the services implemented pursuant to the Payment Services Framework Contract and including in particular: the acquisition of Payment Transactions using the payment instruments offered by the Marketplace to Purchasers/Payers, the execution of transfers to the Vendor, and any other regularization operation that may be required by the management of the Payment Account. These services also include the means of communication to the Vendor information relating to the management of the Payment Account.</li> <li>- <b>Website</b>: means the website UPPLY.com and its Marketplace part from which the Payment Services are offered.</li> </ul> |
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| <p><b>CONDITIONS DE LA PRESTATION DE SERVICES DE PAIEMENT</b></p> <p>Les prestations de Services de Paiement sont assurées par le Prestataire de Services de Paiement, établissement de paiement agréé par l’Autorité de Contrôle Prudentiel et de Résolution, sous le numéro CIB : 16518 qui est soumis, à ce titre, à toutes les obligations légales et réglementaires applicables aux établissements de paiement relevant de la juridiction française.</p> <p>Le Prestataire de Services de Paiement assure le support du Service de Paiement proposé par la Marketplace et peut être, à ce titre, amené à contacter directement le Vendeur si le bon fonctionnement du Service de Paiement ou le suivi des transactions le nécessite.</p> <p>De même, le Vendeur peut, si le Service de Paiement suscite une question, contacter directement le Prestataire de Services de Paiement au moyen du formulaire approprié proposé sur le site internet du Prestataire de Services de Paiement.</p> <p>A tout instant, conformément à la loi, il est possible de vérifier l’agrément du Prestataire de Services de Paiement sur le site <a href="https://www.regafi.fr">regafi.fr</a>, en qualité d’établissement de paiement.</p> <p>La liste des pays de l'Espace Economique Européen dans lesquels le Prestataire de Services de Paiement offre ses services de paiement est disponible à tout instant sur le site <a href="https://www.regafi.fr/">https://www.regafi.fr/</a></p> <p><b>PRE REQUIS A L'OUVERTURE DU COMPTE DE PAIEMENT</b></p> <p>Le Vendeur doit satisfaire la procédure d’ouverture de Compte de Paiement ci-après décrite.</p> | <p><b>CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES</b></p> <p>Payment Services are provided by the Payment Services Provider, payment institution approved by the French banking authority “Autorité de Contrôle Prudentiel et de Résolution », under the number CIB: 16518 which is subject, in this respect, to all legal obligations and regulations applicable to payment institutions under French jurisdiction.</p> <p>The Payment Services Provider provides support of the Payment Service offered by the Marketplace and may, as such, be required to contact the Vendor directly if the proper functioning of the Payment Service or transactions tracking requires it.</p> <p>Similarly, the Vendor may, if the Payment Service raises a question, directly contact the Payment Services Provider using the appropriate form available on the website of the Payment Services Provider.</p> <p>At any time, according to the law, it is possible to verify the approval of the Payment Services Provider on the <a href="https://www.regafi.fr">regafi.fr</a> website, as a payment institution.</p> <p>The European Economic Area list of countries in which the Payment Services Provider offers its payment services is available at any time on the <a href="https://www.regafi.fr/">https://www.regafi.fr/</a>.</p> <p><b>PRECONDITIONS TO THE OPENING OF THE PAYMENT ACCOUNT</b></p> <p>The Vendor must comply with the Payment Account opening procedure described below.</p> |
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| <b>Déclarations préalables du Vendeur</b>  | <b>Vendor's Prior declarations</b>  |
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| <p>Le Vendeur, personne morale, déclare expressément avoir la capacité et/ou avoir reçu les autorisations requises pour utiliser le Service de Paiement fourni par la Marketplace et garantit la Marketplace contre toute responsabilité pouvant résulter pour elle d'une fausse déclaration. Il agit en tant que professionnel.</p> <p>Le Vendeur déclare agir pour son compte.</p> <p>Le Vendeur a l'obligation d'utiliser les services fournis par la Marketplace de bonne foi, à des fins licites uniquement, et dans le respect des dispositions du Contrat Cadre de Services de Paiement.</p> <p>Le Vendeur, personne morale, déclare être immatriculé en France et/ou dans un pays de l'Espace Economique Européen.</p> | <p>The Vendor, a legal person, expressly declares that it has the capacity and/or the required permissions to use the Payment Service provided by the Marketplace and warrants the Marketplace against any liability that may result from the misrepresentation. He acts as a professional.</p> <p>The Vendor declares to act on his behalf.</p> <p>The Vendor is obligated to use the services provided by the Marketplace in good faith for lawful purposes only and in accordance with the terms of the Payment Services Framework Contract.</p> <p>The Vendor, legal entity, declares to be registered in France and/or in a country of the European Economic Area.</p> |
| <p><b>Formulaire d'ouverture et documents à fournir</b></p> <p>Le Vendeur doit compléter le formulaire d'ouverture de Compte de Paiement et transmettre les pièces justificatives décrites en annexe 1 du présent Contrat Cadre de Services de Paiement.</p>   | <p><b>Opening form and documents to provide</b></p> <p>The Vendor must complete the Payment Account opening form and submit the supporting documents described in appendix 1 of this Payment Services Framework Contract.</p>   |
| <p><b>Acceptation d'ouverture de Compte de Paiement</b></p> <p>Le Prestataire de Services de Paiement, après application de la procédure d'ouverture, confirme ou refuse l'ouverture du Compte de Paiement du Vendeur. Le Vendeur peut, à compter de l'ouverture de son compte de paiement et sous réserve de l'activation de son Espace Vendeur par la Marketplace, commercialiser ses produits/services sur le Site Internet de la Marketplace.</p> <p>Le Prestataire de Services de Paiement peut refuser d'ouvrir un Compte de Paiement ou décider de le clôturer, dans le respect des</p>   | <p><b>Acceptance of opening the Payment Account</b></p> <p>The Payment Services Provider, after application of the opening procedure, confirms or refuses the opening of the Vendor's Payment Account. The Vendor may, from the opening of his Payment Account and subject to activation of his Personal Area by the Marketplace, market its products/services on the Marketplace Website.</p> <p>The Payment Services Provider may refuse to open a Payment Account or decide to close it, in compliance with legal deadlines, for any</p>   |

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| <p>délais légaux, pour tout motif sans avoir à justifier sa décision qui ne pourra motiver aucune demande de versement de dommages intérêts.</p> <p><b>Services de paiement</b><br/> <b>Description des Services de Paiement</b><br/> <b>Exécution des opérations de paiement</b><br/> <b>Acquisition de la Transaction de Paiement</b></p> <p>Le Compte de Paiement du Vendeur est crédité des sommes qui lui sont payées par le Payeur.<br/> La date de valeur des sommes portées au crédit du Compte de Paiement du Vendeur ne peut pas être postérieure à celle du jour ouvrable au cours duquel les fonds ont été reçus.<br/> Le solde du Compte de Paiement du Vendeur est transféré sur son compte bancaire par virement dans les conditions définies ci-après.<br/> Le cas échéant, ils peuvent être utilisés par le Vendeur pour effectuer un remboursement dont le montant ne peut être supérieur aux fonds disponibles sur le Compte de Paiement.</p> <p><b>Transfert des fonds par virement</b><br/> Les opérations de virement au Vendeur sont exécutées les 5 du mois, 15 du mois et 25 du mois.</p> <p>L'ordre de virement donné est effectué dans le format SEPA (Single Euro Payments Area). L'ordre de virement sous format électronique comprend, notamment, le montant du virement, le numéro IBAN (International Bank Account Number) du compte bancaire du Vendeur et tout libellé d'opération dans une limite de cent quarante (140) caractères.</p> | <p>reason without having to justify any claim for damages.</p> <p><b>PAYMENT SERVICES</b><br/> <b>Payment Services description</b><br/> <b>Execution of payment transactions</b><br/> <b>Acquisition of the Payment Transaction</b></p> <p>The Vendor's Payment Account is credited with amounts paid by the Payer.</p> <p>The value date of the sums credited to the Vendor's Payment Account can not be posterior than the value date of the working day on which the funds were received.<br/> The balance of the Vendor's Payment Account is transferred to his bank account by transfer under the conditions defined below.<br/> If so, they may be used by the Vendor to make a refund, the amount of which may not exceed the funds available on the Payment Account.</p> <p><b>Transfer of funds by wire transfer</b><br/> The transfer transactions to the Vendor are executed on the 5th of the month, the 15th of the month and the 25th of the month.</p> <p>The given transfer order is made in the SEPA format (Single Euro Payments Area). The transfer order in electronic format includes, in particular, the amount of the transfer, the IBAN number (International Bank Account Number) of the Vendor's bank account and any transaction label within a limit of one hundred and forty (140) characters.</p> |
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| <p><b>Refus d'exécution d'un ordre de paiement</b><br/>Le Vendeur est prévenu que le Prestataire de Services de Paiement peut surseoir à l'exécution de toutes Opérations de Paiement dans le cas où :</p> <ul style="list-style-type: none"> <li>- son exécution entrainerait un solde débiteur sur le Compte de Paiement ;</li> <li>- pour tout motif tenant notamment à des impératifs légaux et réglementaires notamment en cas de non-respect des législations en matière de lutte contre le blanchiment et financement du terrorisme.</li> </ul> <p>Lorsque le Prestataire de Services de Paiement refuse d'exécuter un ordre de paiement, le Vendeur en est informé dès que possible et, en tout état de cause, dans un délai de cinq (5) jours ouvrés à compter du refus.</p> <p><b>Moment de réception d'un ordre de paiement et exécution de l'ordre</b><br/>Les ordres de paiement sont exécutés immédiatement après réception par le Prestataire de Services de Paiement.</p> <p><b>Identifiant unique</b><br/>Un identifiant unique est attribué à chaque transaction réalisée dans le cadre du traitement des Opérations de Paiement.</p> <p><b>Cas exceptionnels et virement non exécutable</b><br/>Dans certains cas exceptionnels, le Vendeur est prévenu que le Prestataire de Services de Paiement peut surseoir à l'exécution d'un virement dans le cas où :<br/>son exécution entrainerait un solde débiteur sur le Compte de Paiement ;<br/>pour tout motif tenant notamment à des impératifs légaux et réglementaires.</p> <p>Le Prestataire de Services de Paiement peut exclure une Transaction de Paiement de l'ordre de virement si cette transaction est</p> | <p><b>Refusal to execute a payment order</b><br/>The Vendor is advised that the Payment Services Provider may suspend the execution of any Payment Operations in the event that:</p> <ul style="list-style-type: none"> <li>- Its execution would result in a debit balance on the Payment Account ;</li> <li>- for any reason relating in particular to legal and regulatory requirement, particularly in the event of non-compliance with the laws relating to anti-money laundering and combating the financing of terrorism.</li> </ul> <p>When the Payment Services Provider refuses to execute a payment order, the Vendor is informed expeditiously and, in any case, within five (5) working days of the refusal.</p> <p><b>Time of receipt of a payment order and execution of the order</b><br/>The payment orders are executed immediately after reception by the Payment Services Provider.</p> <p><b>Single identifier</b><br/>A single identifier is assigned to each transaction performed as part of the processing of Payment Operations.</p> <p><b>Exceptional cases and non-executable transfer</b><br/>In some exceptional cases, the Vendor is advised that the Payment Services Provider may suspend the execution of a transfer in the event that :<br/>Its execution would result in a debit balance on the Payment Account ;<br/>For any reason including in particular legal and regulatory requirements.</p> <p>The Payment Services Provider may exclude a Payment Transaction from the transfer order if</p> |
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| <p>reliée à un litige entre le Vendeur et le Payeur.</p> <p><b>Cas des remboursements demandés par le Payeur</b><br/>Lorsque le Payeur demande un remboursement et que celui-ci est accepté et validé par le Vendeur, le Prestataire de Services de Paiement procède à un ordre de paiement en direction du Payeur en débitant le Compte de Paiement du Vendeur.</p> <p><b>Cas des impayés</b><br/>Une transaction est dite « impayée » si, malgré la bonne application des procédures relatives aux transactions de paiement, le Payeur ou le prestataire de service paiement du Payeur remettent en cause la transaction.</p> <p>En cas d’impayé, le Vendeur mandate la Marketplace et le Prestataire de Services de Paiement pour effectuer toutes les opérations et formalités nécessaires au recouvrement des sommes dues, soit directement, soit via des prestataires de la Marketplace ou du Prestataire de Services de Paiement. Si nécessaire, le Vendeur mandate la Marketplace et le Prestataire de Services de Paiement pour le représenter auprès des administrations, instances et organismes concernés.</p> <p>Si malgré ces formalités, la révocation du paiement se confirme, le Vendeur accepte de voir la transaction être débitée sur son Compte de Paiement.</p> <p><b>FRAIS</b><br/>L’ensemble des frais facturés par la Marketplace au Vendeur sont présents dans les Conditions Générales d’utilisation conclues entre la Marketplace et le Vendeur.</p> <p>Les versements effectués par le PSP sont réalisés déduction faite des abonnements, et commissions convenus entre la Marketplace et le Vendeur dans les CGU.</p> | <p>this transaction is related to a dispute between the Vendor and the Payer.</p> <p><b>Case of refunds requested by the Payer</b><br/>When the Payer requests a refund and it is accepted and validated by the Vendor, the Payment Services Provider makes a payment order to the Payer by debiting the Vendor’s Payment Account.</p> <p><b>Cases on unpaid</b><br/>A transaction is said “unpaid” if, despite the proper application of the payment transaction procedures, the Payer or its payment service provider dispute the transaction.</p> <p>In case of unpaid, the Vendor mandates the Marketplace and the Payment Services Provider to perform all operations and formalities necessary to recover the sums due, either directly or through providers of the Marketplace or the Payment Services Provider. If necessary, the Vendor mandates the Marketplace and the Payment Services Provider to represent it with the administrations, bodies and agencies concerned.</p> <p>If, despite these formalities, the revocation of the payment is confirmed, the Vendor accepts the debit on its Payment Account.</p> <p><b>FEES</b><br/>All the fees charged by the Marketplace to the Vendor are included in the General Terms and Conditions between the Marketplace and the Vendor.</p> <p>The payments made by the Payment Services Provider are made net of subscriptions, and commissions agreed between the Marketplace and the Vendor in the GTC.</p> |
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| <p>D'éventuelles factures ou avoirs divers entre la Marketplace et le Vendeur pourront aussi être déduits des versements.</p> <p><b>DUREE DU CONTRAT ET DATE D'EFFET</b></p> <p>Conformément à l'article 3, la durée du présent Contrat Cadre de Services de Paiement est liée à la durée des CGU. Ainsi toute résiliation des CGU entrainera la résiliation du présent Contrat Cadre de Services de Paiement et la clôture du Compte de Paiement.</p> <p>Le Contrat Cadre de Services de Paiement entre en vigueur après validation définitive de l'entrée en Relation d'affaires et ce pour une durée indéterminée.</p> <p><b>RECLAMATIONS</b></p> <p>Les réclamations commerciales qui portent sur les relations entre les Vendeurs ou Payeurs sur le fonctionnement des fonctionnalités d'achat de la Marketplace ne sont pas recevables auprès du Prestataire de Services de Paiement. Seules celles qui portent sur l'absence ou la mauvaise exécution d'un Ordre de Paiement sont visées par le présent article et par le Contrat Cadre de Services de Paiement.</p> <p>Les réclamations (contestations, droits d'opposition, d'accès et de rectification, etc.) peuvent être exercées gratuitement sur demande adressée à la Marketplace par courrier électronique à l'adresse email suivante : <a href="mailto:service.client@upply.com">service.client@upply.com</a>.</p> <p>Toute contestation ou requête relative à :</p> <p>un dysfonctionnement d'une des fonctionnalités du Service de Paiement fourni ou du Site Internet,</p> | <p>Potential invoices or miscellaneous credit notes between the Marketplace and the Vendor may be deducted from the payments.</p> <p><b>DURATION OF THE CONTRACT AND EFFECTIVE DATE</b></p> <p>In accordance with article 3, the term of this Payment Services Framework Contract is related to the term of GTC. Thus, any termination of the GTC will result in the termination of this Payment Services Framework Contract and the closing of the Payment Account.</p> <p>The Payment Services Framework Contract enters into force at the final validation of the entry of Business relationship for an indefinite period.</p> <p><b>CLAIMS</b></p> <p>Commercial claims relating to the relationship between Vendors and Payers or about functioning of the Marketplace's purchasing features are not receivable from the Payment Services Provider.</p> <p>Only those relating to the absence or the improper execution of a Payment Order are subject to this article and the Payment Services Framework Contract.</p> <p>Claims ( disputes, opposition rights, access and rectification, etc.) may be exercised free of charge on request addressed to the Marketplace by email to the following email address : <a href="mailto:service.client@upply.com">service.client@upply.com</a>.</p> <p>Any dispute or request relating to :</p> <p>a malfunction of one of the Payment Services features provided or the Website,</p> |
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| <p>à une information communiquée par le système de la Marketplace dans le cadre du Service de Paiement,</p> <p>à une erreur dans l'exécution d'un paiement ou dans son inexécution, ou dans la gestion du Compte de Paiement,</p> <p>à une erreur dans le prélèvement de commission, taxe ou frais bancaires par la Marketplace.</p> <p>doit être notifiée au Prestataire de Services de Paiement par le Vendeur dans les plus brefs délais à compter du jour où le Vendeur en a eu connaissance ou est présumé en avoir eu connaissance.</p> <p>Conformément à la recommandation 2015-R-03 de l'ACPR (4 Place de Budapest, 75436 Paris) du 26 février 2015, un accusé de réception sera envoyé sous dix (10) jours maximums.</p> <p>Un formulaire de déclaration de réclamation est également disponible sur le site internet du Prestataire de Services de Paiement: <a href="http://www.webhelp.com">http://www.webhelp.com</a>.</p> <p><b>SECURITE</b><br/><b>Interruption du Site Internet</b></p> <p>Le Vendeur est informé que la Marketplace peut interrompre, occasionnellement, l'accès au Site Internet ou à tout ou partie de ses services :</p> <p>pour permettre les réparations, maintenances, ajouts de fonctionnalité, en cas de suspicion de tentative de piratage, de détournement de fonds ou de tout autre risque d'atteinte, sur demandes ou instructions émanant de personnes ou autorités compétentes habilitées.</p> <p>Le Prestataire de Services de Paiement ne peut en aucun cas être tenue responsable des dommages résultants éventuellement de ces suspensions.</p> | <p>an information communicated by the Marketplace system as part of the Payment Service,</p> <p>an error in the execution of a payment or its non-execution, or in the management of the Payment Account,</p> <p>an error in the debiting of commissions, taxes or bank charges by the Marketplace.</p> <p>must be notified to the Payment Services Provider by the Vendor expeditiously after the Vendor becomes aware of it or is presumed to have been aware of it.</p> <p>In accordance with recommendation ACPR 2015-R-03 (4 Place de Budapest, 75436 Paris) of February 26, 2015, an acknowledgment of receipt will be sent within ten (10) days maximum.</p> <p>A declaration of claim form is also available on the Payment Services Provider's website: <a href="http://www.webhelp.com">http://www.webhelp.com</a></p> <p><b>SECURITY</b><br/><b>Interruption of the Website</b></p> <p>The Vendor is informed that the Marketplace may interrupt, from time to time, access to the Website or all or part of its services:</p> <p>to allow repairs, maintenance, additions of functionality, if there is suspicion of an attempt at piracy, misappropriation of funds or any other risk, on requests or instructions from authorized competent persons or authorities.</p> <p>The Payment Services Provider cannot, under any circumstances, be held liable for damages resulting from these suspensions.</p> |
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| <p><b>GARANTIE</b></p> <p>En raison de sa qualité d'établissement de paiement de droit français, le Prestataire de Services de Paiement est soumis à plusieurs garanties légales envers le Vendeur.</p> <p>Le Prestataire de Services de Paiement n'accorde aucune garantie au Vendeur, à l'exception des garanties légales et des garanties prévues par le Contrat.</p> <p>En outre, il est expressément convenu entre les Parties que les dispositions du Code monétaire et financier français mentionnées à l'article L. 133-1-1, aux troisième et quatrième alinéas de l'article L. 133-7, aux articles L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-25, L. 133-25-1, L. 133-25-2 et à l'article L. 133-26 ne sont pas applicables au Contrat.</p> <p><b>RESPONSABILITES</b></p> <p>Conformément à l'article L. 133-22 du Code monétaire et financier, le Prestataire de Services de Paiement est responsable, sous réserve des articles L. 133-5 et L. 133-21 du Code monétaire et financier, de la bonne exécution de l'Opération de Paiement à l'égard du Vendeur jusqu'à réception des fonds par le prestataire de services de paiement du vendeur.. Lorsque le Prestataire de Services de Paiement est responsable d'une Opération de Paiement mal exécutée par sa faute, le Prestataire de Services de Paiement restitue sans tarder son montant au Payeur et rétablit le compte débité dans la situation qui aurait prévalu si l'Opération de Paiement mal exécutée n'avait pas eu lieu.</p> <p>Le Vendeur reconnaît être averti qu'il ne pourra présenter aucune réclamation au titre d'éventuels dommages directs et/ou indirects, tels que préjudice commercial, perte de clientèle, trouble commercial quelconque, perte de bénéfice, perte d'image de marque, ni de tout autre pertes et dommages, subis par un Vendeur, ou par</p> | <p><b>GUARANTEE</b></p> <p>Due to its capacity as a payment institution under French law, the Payment Services Provider is subject to several legal guarantees towards the Vendor.</p> <p>The Payment Services Provider does not grant the Vendor any warranty other than legal warranties and warranties otherwise provided under the Contract.</p> <p>Furthermore, it is expressly agreed between the Parties that the provisions of the French Monetary and Financial Code mentioned in Article L. 133-1-1, in the third and fourth paragraph of the Article L. 133-7, in the Articles L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-25, L. 133-25-1, L. 133-25-2 and in the Article L. 133-26 do not apply to the Contract.</p> <p><b>LIABILITY</b></p> <p>In accordance with Article L. 133-22 of the French monetary and financial Code, the Payment Services Provider is liable, subject to Articles L. 133-5 and L. 133-21 of the monetary and financial Code, for the proper execution of the Paying Operations towards the Vendor until receipt of the funds by the Vendor's payment services provider. When the Payment Services Provider is responsible for a Payment Operation that has been improperly executed by his fault, the Payment Services Provider shall promptly return the amount to the Payer and reinstate the debited account in the situation that would have prevailed if the Payment Operation had not been executed correctly.</p> <p>The Vendor acknowledges that it will be not able to make any claim for any direct and/or indirect damages, such as commercial prejudice, loss of customer , any business troubles, loss of profit, loss of brand image, or any other loss or damage suffered by a Vendor or by a third party that may result from the</p> |
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| <p>un tiers, et qui pourraient résulter des prestations objet du présent Contrat ou du fait de l'exécution ou de l'inexécution de ses stipulations.</p> <p>Sauf stipulation contraire du présent Contrat Cadre de Services de Paiement ou des lois impératives et sans préjudice des autres causes d'exclusion ou de limitation de responsabilité prévues par les présentes, le Prestataire de Services de Paiement ne pourra en aucun cas être tenu pour responsable de tout dommage causé par un cas de force majeure ou un événement hors de son contrôle ou de toute mesure ou dispositions législatives prises par les autorités françaises ou étrangères. Sont réputés constituer un cas de force majeure ou un événement hors de son contrôle, notamment, mais sans que cela soit limitatif : une panne d'électricité, un incendie ou une inondation, la grève de son personnel ou d'un de ses sous-traitant ou fournisseurs, un dysfonctionnement des systèmes interbancaires ou de paiement par carte bancaire, guerre, troubles, émeutes ou occupation du territoire par des forces étrangères, négligence d'un tiers dans le sens de la jurisprudence et de la doctrine telles que les personnes responsables de la livraison d'électricité ou des services de télécommunication.</p> <p><b>PROTECTION DES FONDS DU VENDEUR</b></p> <p>Les fonds disponibles inscrits en solde créditeur du Compte de Paiement du Vendeur sont protégés sur un Compte de Cantonnement ouvert auprès d'un établissement de crédit.</p> <p><b>COMPTE DE PAIEMENT INACTIF</b></p> <p>Un Compte de Paiement est réputé inactif si :</p> <p>(i) Le Compte de Paiement n'a fait l'objet d'aucune Opération de Paiement pendant une période de douze (12) mois au cours de</p> | <p>performance of this contract or the performance or non-performance of its terms.</p> <p>Unless otherwise stated in this Payment Services Framework Contract or the mandatory laws and without prejudice to other causes of exclusion or limitation of liability provided herein, the Payment Services Provider shall under no circumstances be held liable for any damage caused by a case of force majeure or an event beyond its control or any measure or legislative provision made by the French or foreign authorities.</p> <p>Are deemed to constitute a case of force majeure or an event out of its control, including, but not limited to: a power failure, fire or flood, the strike of his staff or one of his sub- dealing or suppliers, malfunction of interbank systems or payment by bank card, war, unrest, riots or occupation of the territory by foreign forces, negligence of a third party in the sense of jurisprudence and doctrine such as those responsible delivery of electricity or telecommunication services.</p> <p><b>VENDOR'S FUNDS PROTECTION</b></p> <p>The funds credited to the Vendor's Payment Account are protected on in an Escrow Account open with a credit institution.</p> <p><b>INACTIVE PAYMENT ACCOUNT</b></p> <p>A Payment Account is deemed inactive if:</p> <p>(i) The Payment Account has not been the subject of any Payment Operation for a period of twelve (12) months during which, except</p> |
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| <p>laquelle, hors inscription de débit tenant le compte de frais et commissions de toutes natures, et</p> <p>(ii) le Vendeur titulaire du Compte de Paiement, son représentant légal ou la personne habilitée par lui ne s'est pas manifesté, sous quelque forme que ce soit, auprès de la Marketplace, ou</p> <p>(iii) à l'issue d'une période de douze (12) mois suivant le décès du Vendeur. Le Vendeur et ses ayants droit sont informés par les présentes des conséquences qui y sont attachées.</p> <p>Les avoirs inscrits sur le Compte de Paiement inactif sont déposés à la Caisse des dépôts et consignations à l'issue d'un délai de dix (10) ans à compter de la date de la dernière Opération de Paiement hors inscription des débits tenant le compte de frais et commissions de toutes natures. Sauf en cas de décès du titulaire du compte où les avoirs inscrits sur le Compte de Paiement inactif sont déposés à la Caisse des dépôts et consignations à l'issue d'un délai de trois (3) ans après la date du décès du titulaire.</p> <p><b>PROPRIETE INTELLECTUELLE</b></p> <p>Aucun droit de propriété intellectuelle relatif à l'utilisation du Service de Paiement ou aux prestations fournies au travers de la Marketplace n'est transféré au Vendeur au titre du présent Contrat Cadre de Services de Paiement.</p> <p>Le Vendeur s'engage à ne pas porter atteinte aux droits détenus par la Marketplace et au Prestataire de Services de Paiement, en s'interdisant notamment, toute reproduction, ou adaptation de tout ou partie des éléments intellectuels et matériels composant la Marketplace et ce quel que soit le support, actuel et futur.</p> | <p>debit registration, the account of fees and commissions of all kinds, and</p> <p>(ii) the Vendor holding the Payment Account, his legal representative or his authorized representative has not manifested himself in any form whatsoever with the Marketplace, or</p> <p>(iii) at the end of a period of twelve (12) months following the death of the Vendor. The Vendor and his assigns are hereby informed of the consequences attached thereto.</p> <p>The funds entered in the inactive Payment Account shall be deposited at the "<i>Caisse des Dépôts et Consignations</i>" at the end of a period of ten (10) years from the date of the last Payment Operation, excluding the recording of the debits holding the expense account and commissions of all kinds. Except in the event of the death of the account holder where the assets entered in the inactive Payment Account are deposited with the "<i>Caisse des dépôts et Consignations</i>" after a period of three (3) years after the date of the death of the holder.</p> <p><b>INTELECTUAL PROPERTY</b></p> <p>No intellectual property right relating to the use of the Payment Service or services provided through the Marketplace is transferred to the Vendor under this Payment Services Framework Contract.</p> <p>The Vendor undertakes not to infringe the rights held by the Marketplace and the Payment Services Provider, in particular by refraining any reproduction, or adaptation of all or part of the intellectual and material elements of the Marketplace whatever the support, current and future.</p> |
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L'ensemble des droits relatifs aux logiciels de la Marketplace et du Prestataire de Services de Paiement sont la propriété pleine et entière de la Marketplace et du Prestataire de Services de Paiement. Ils font partie des informations confidentielles sans égard au fait que certaines composantes puissent ou non être protégées en l'état actuel de la législation par un droit de propriété intellectuelle.

Les marques « WEBHELP PAYMENT SERVICES » sont la propriété du Prestataire de Services de Paiement. Le Vendeur s'engage à ne pas supprimer la mention de la marque « WEBHELP PAYMENT SERVICES » sur tout élément fourni ou mis à sa disposition par le Prestataire de Services de Paiement, tels que logiciel, document ou bannière publicitaire.

#### **CONFIDENTIALITE**

Le Vendeur s'engage à respecter la plus stricte confidentialité concernant l'ensemble des techniques, commerciales ou de toute autre nature dont le Vendeur viendrait à avoir connaissance dans le cadre de l'exécution du Service de Paiement.

Cette obligation de confidentialité demeurera en vigueur pendant la durée de la souscription au Service de Paiement et pendant trois (3) ans suivant la date de résiliation du Contrat Cadre de Services de Paiement. Cette obligation de confidentialité ne s'applique pas aux informations qui sont ou deviennent publiquement disponibles sans faute du Vendeur.

All rights relating to the Marketplace and the Payment Services Provider software are the sole property of the Marketplace and the Payment Services Provider. They are part of the confidential information regardless of whether certain components may or may not be protected in the current state of the law by an intellectual property right.

Marketplace and Payment Services Provider software and, where applicable, their documentation, are recognized by the Vendor as a work of the spirit that he and his staff members oblige themselves to consider as such by refraining from copying them, reproduce them, translate them into any other tongue or language, adapt them, distribute them for free or for a fee, or add to them any object that does not conform to their specifications.

The brands "WEBHELP PAYMENT SERVICES" are the property of the Payment Services Provider. The Vendor agrees not to remove the mention of the brand "WEBHELP PAYMENT SERVICES" on any item provided or made available by the Payment Services Provider, such as software, document or banner advertising.

#### **CONFIDENTIALITY**

The Vendor undertakes to respect the strictest confidentiality regarding all commercial techniques or any technique of other nature of which the Vendor would come to know in connection with the execution of the Payment Service.

This confidentiality obligation shall remain in effect for the duration of the subscription to the Payment Service and for three (3) years following the date of termination of the Payment Services Framework Contract. This confidentiality obligation does not apply to information that is or becomes publicly available without fault of the Vendor.

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| <p>Les Parties reconnaissent que les Opérations de Paiement sont couvertes par le secret professionnel en application de l'article L.522-19 du Code monétaire et financier.</p> <p><b>LUTTE CONTRE LE BLANCHIMENT DES CAPITAUX ET LE FINANCEMENT DU TERRORISME</b></p> <p>En application des dispositions des articles L.561-2 et suivants du Code monétaire et financier, relatifs à la participation des organismes financiers à la lutte contre le blanchiment des capitaux et le financement des activités terroristes, le Prestataire de Services de Paiement en sa qualité d'établissement de paiement est tenu à certaines obligations.</p> <p>Il doit notamment, réaliser toutes les diligences nécessaires à l'identification du Vendeur. Il doit en outre, s'informer de toute relation d'affaire ou opération à l'origine ou objet de l'opération et de la destination des fonds.</p> <p>Le Vendeur s'engage à accomplir toute diligence nécessaire pour permettre au Prestataire de Services de Paiement d'effectuer un examen approfondi des opérations, à l'informer de toute opération exceptionnelle par rapport aux opérations habituellement enregistrées sur son Compte de Paiement et à lui fournir tout document ou information requis.</p> <p>Le Vendeur reconnaît que le Prestataire de Services de Paiement peut être amené à mettre en place des systèmes de surveillance ayant pour finalité la lutte contre le blanchiment des capitaux et le financement des activités terroristes.</p> <p>Le Vendeur reconnaît que le Prestataire de Services de Paiement peut mettre un terme ou reporter à tout moment l'ouverture du Compte de Paiement ou l'exécution d'une opération en l'absence d'éléments suffisants sur son objet ou sa nature. Il est informé qu'une opération réalisée dans le cadre des présentes peut faire l'objet d'un</p> | <p>The Parties recognize that the Payment Operations are covered by professional secrecy pursuant to Article L.522-19 of the French monetary and financial Code.</p> <p><b>ANTI-MONEY LAUNDERING AND COMBATING THE FINANCING OF TERRORISM</b></p> <p>Pursuant to articles L.561-2 et seq. of the French monetary and financial Code, relating to the participation of financial institutions in the anti-money laundering and combating the financing of terrorism, the Payment Services Provider as a payment institution is subject to certain obligations.</p> <p>In particular, he must perform all the necessary diligences to identify the Vendor. He must also inquire about any business relationship or transaction at the origin or purpose of the transaction and the destination of funds.</p> <p>The Vendor undertakes to perform all necessary diligence to enable the Payment Services Provider to carry out a thorough examination of the transactions, to inform him of any exceptional transaction in relation to the transactions usually recorded on their Payment Account and to provide him with any document or information required.</p> <p>The Vendor acknowledges that the Payment Services Provider may be required to set up surveillance systems for the purpose of anti-money laundering and combating the financing of terrorism.</p> <p>The Vendor acknowledges that the Payment Services Provider may terminate or defer the opening of the Payment Account or the execution of a transaction at any time in the absence of sufficient evidence as to its purpose or nature. He is informed that an operation carried out within the framework of the present can be the object of a report to the national financial intelligence unit (TRACFIN).</p> |
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signalement à la cellule de renseignement financier nationale (TRACFIN).

Ainsi, aucune poursuite fondée sur les articles 226-13 et 226-14 du code pénal et aucune action en responsabilité civile ne peut être intentée ni aucune sanction professionnelle prononcée contre le Prestataire de Services de Paiement, leurs dirigeants ou leurs préposés qui ont fait de bonne foi les déclarations mentionnées aux articles L 561-15 et suivants du Code monétaire et financier.

#### **COLLECTE ET TRAITEMENT DES DONNEES A CARACTERE PERSONNEL**

Conformément au Règlement (UE) 2016/679, Règlement Général sur la Protection des Données (RGPD), le Prestataire de Services de Paiement, en qualité d'établissement de paiement, est qualifié de responsable de traitement des données personnelles collectées dans le cadre du présent Contrat.

##### Données collectées

Pour la fourniture des Services de Paiement, le Prestataire de Services de Paiement recueille les données personnelles suivantes :

- Les informations d'identification du représentant légal du Vendeur, le cas échéant le mandataire et/signataire du représentant légal ainsi que les « bénéficiaires effectifs » (par exemple, nom, carte d'identité et numéro de passeport, nationalité, lieu et date de naissance, genre, photographie, adresse IP) ;
- Les informations de contact clients (par exemple adresse mail, numéro de téléphone).

##### Finalités des traitements

Les données personnelles recueillies sont utilisées exclusivement pour les finalités suivantes :

Thus, no prosecution based on articles 226-13 and 226-14 of the Penal Code and no action in civil liability can be brought or any professional sanction pronounced against the Payment Services Provider, their managers or their agents who have made in good faith the declarations referred to in Articles L 561-15 et seq. of the French monetary and financial Code.

#### **COLLECTION AND PROCESSING OF PERSONAL DATA**

In accordance with Regulation (EU) 2016/679, General Data Protection Regulation (GDPR), the Payment Services Provider, as a payment institution, referred to as data controller in the framework of this Contract.

##### Collected data

In order to provide Payment Services, the Payment Services Provider collect the following personal data:

- The identification information of the Vendor's [legal representative](#), where appropriate the agent and/or the authorized signatory and the «beneficial owners» ( such as the name, identity card, passport number, nationality, place and date of birth, gender, picture, IP address) ;
- The client information contact (such as the email address, phone number).

##### Purposes of the processing

Personal data collected shall be processed exclusively for the following purposes:

- The performance of this Contract;
- Managing risk, supervisory and monitoring related to internal control, which the Payment Services Provider is subject ;



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| <ul style="list-style-type: none"> <li>- L'exécution du présent Contrat ;</li> <li>- La gestion du risque, le contrôle et la surveillance liés au contrôle interne auquel est soumis le Prestataire de Services de Paiement ;</li> <li>- Le respect des obligations légales et réglementaires et notamment, l'identification des comptes inactifs, la lutte contre le blanchiment de capitaux et le financement du terrorisme, l'échange automatique d'informations relatif aux comptes en matière fiscale ;</li> <li>- La gestion des demandes de droit d'accès, de rectification et d'opposition.</li> </ul> <p><u>Communication à des tiers</u><br/>Les données personnelles collectées lors de l'entrée en relation, de même que celles qui seront recueillies ultérieurement, sont destinées au Prestataire de Services de Paiement en sa qualité de responsable de traitement. Elles pourront être communiquées dans les conditions relatives au secret professionnel aux entités suivantes :</p> <ul style="list-style-type: none"> <li>- Aux entités membres du groupe auquel appartient le Prestataire de Services de Paiement, ainsi qu'à ses partenaires contractuels, dans les limites nécessaires à l'exécution des finalités décrites ci-dessus ;</li> <li>- A l'établissement de crédit teneur du compte de cantonnement (protection des fonds) du Prestataire de Services de Paiement ;</li> <li>- A l'Autorité de Contrôle Prudentielle et de Résolution (ACPR) ou toute autre autorité européenne équivalente dans le cadre du respect des obligations légales et réglementaires;</li> </ul> <p><u>Cas spécifiques de communication à des tiers</u></p> | <ul style="list-style-type: none"> <li>- Compliance with legal and regulatory obligations and notably, identify inactive accounts, anti-money laundering and the financing of terrorism, automatic information exchange related to accounts it tax matters ;</li> <li>- Managing the claims concerning the right of access, deletion, correction and opposition.</li> </ul> <p><u>Communication to a third party</u><br/>The personal data collected, both when entering into business relations and later on, are intended for the Payment Services Provider as data controller. Such data may be disclosed according to the rules relating to professional confidentiality to the following entities:</p> <ul style="list-style-type: none"> <li>- The group entities to which the Payment Services Provider belongs and its contractual partners within the necessary limits of the performance of the purposes described above ;</li> <li>- The credit institution holding the Payment Services Provider escrow account (protecting funds) ;</li> <li>- The French Prudential Supervision and Resolution Authority (ACPR) or any equivalent authority to ensure compliance with legal and regulatory obligations ;</li> <li>- Where appropriate, in the event of subscription to a credit insurance offer, to the Payment Services Provider's partner insurance, subject to professional secrecy.</li> </ul> <p><u>Particular cases of communication to a third party</u></p> |
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| <p>Pour les besoins de lutte contre le blanchiment et le financement du terrorisme, en vertu du Règlement UE 2015/847 du 20 mai 2015, en cas de virement de fonds, certaines des données doivent être transmises à la banque du bénéficiaire du virement située dans un pays de l'Union européenne.</p> <p><u>Durée de conservation</u><br/>Le Prestataire de Services de Paiement conserve les données collectées aussi longtemps que le requière la fourniture des services mentionnées ci-dessus ainsi qu'à l'issue de la relation contractuelle pendant une durée minimale de cinq (5) ans prévue à l'article L.561-12 du Code Monétaire et Financier. Si besoin, le Prestataire de Services de Paiement conserve certaines données pour une durée de dix ans pour répondre à ses obligations comptables.</p> <p><u>Droits et exercice</u><br/>La personne concernée par le traitement dispose d'un droit d'accès et de rectification à ses données personnelles ainsi que d'un droit d'effacement si les données à caractère personnel ne sont plus nécessaires au regard des finalités pour lesquelles elles ont été collectées ou traitées d'une autre manière en vertu de l'article 17 du RGPD. Ces droits peuvent être exercés par e-mail accompagné d'une copie de tout document d'identité signé par le demandeur adressé à <a href="mailto:privacy@webhelp.com">privacy@webhelp.com</a>.</p> <p><u>Refus de communication</u><br/>Le refus par le représentant légal du Vendeur, le cas échéant le mandataire et/signataire du Vendeur de communiquer tout ou partie de ses données peut entraîner le rejet de sa demande de service.</p> <p><b>CONVENTION DE PREUVE</b><br/>Toutes les informations enregistrées dans les bases de données informatiques du le</p> | <p>In order to ensure the anti-<a href="#">money laundering</a> and combating the <a href="#">financing of terrorism</a>, according to the European Regulation 2015/847, in case of fund transfer, some of the data should have to be transmitted to the transfer beneficiary's bank located in the European Union.</p> <p><u>Data retention period</u><br/>The Payment Services Provider retains the data collected as long as is required for the purposes identified above and at least five (5) years at the end of the contractual relationship under Article L.561-12 of the Monetary and Financial Code. If required, the Payment Services Provider retains some data for ten years in order to meet its accounting obligations.</p> <p><u>Rights and exercise :</u><br/>The person concerned by the processing has a right of access, to request the rectification and to erase its personal data as soon as no longer necessary in the light of the purposes for which the data were collected or processed under Article 17 of the GDPR. These rights may be exercised by sending an email with a copy of any identity document signed by the applicant addressed to <a href="mailto:privacy@webhelp.com">privacy@webhelp.com</a>.</p> <p><u>Refusal to disclose</u><br/>The refusal of the Vendor's <a href="#">legal representative</a>, where appropriate the agent and/or the authorized signatory to communicate all or part of its data may cause the rejection of his service request.</p> <p><b>CONVENTION OF PROOF</b><br/>All information stored in the computer databases of the Payment Services Provider</p> |
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| <p>Prestataire de Services de Paiement relatives notamment aux instructions et confirmations de paiement reçues, aux demandes de virement et à l'exécution des opérations par le Prestataire de Services de Paiement, aux notifications adressées par le Vendeur et/ou la Marketplace, ont, jusqu'à preuve du contraire, la même force probante qu'un écrit signé sur un support papier, tant en ce qui concerne leur contenu qu'en ce qui concerne la date et l'heure à laquelle ils ont été effectués et/ou reçus. Ces traces inaltérables, sûres et fiables sont gravées et conservées dans les systèmes informatiques du Prestataire de Services de Paiement.</p> <p><b>SUSPENSION DU COMPTE DE PAIEMENT</b></p> <p>La suspension temporaire et immédiate d'un Compte de Paiement peut être prononcée par le Prestataire de Services de Paiement pour toute raison et notamment :</p> <p>si le Vendeur n'a pas respecté les dispositions du Contrat Cadre de Services de Paiement,</p> <p>si le Vendeur a fourni des données d'identification inexactes, périmées ou incomplètes,</p> <p>en cas de risque de fraude, de blanchiment de capitaux ou financement du terrorisme ou de risque pouvant affecter la sécurité du Compte de Paiement ou du système du Prestataire de Services de Paiement,</p> <p>,</p> <p>en cas de réception par le Prestataire de Services de Paiement d'un nombre important de remboursement, d'annulation d'ordres ou de contestation pour ordres non autorisés.</p> <p>Cette décision est motivée et notifiée au Vendeur par tout moyen. La suspension du Compte de Paiement ayant pour objet de protéger le Vendeur, elle ne pourra en aucun</p> | <p>including payment instructions and confirmations received, withdrawal requests and execution of transactions by the Payment Services Provider, the notifications sent by the Vendor and / or the Marketplace, have, until shown proof to the contrary, the same probative force as a writing signed on a paper support, as regards both their contents and the date and time when they were made and/or received. These unalterable, safe and reliable traces are engraved and stored in the computer systems of the Payment Services Provider.</p> <p><b>PAYMENT ACCOUNT SUSPENSION</b></p> <p>The temporary and immediate suspension of a Payment Account may be pronounced by the Payment Services Provider for any reason and in particular :</p> <p>if the Vendor has not complied with the provisions of the Payment Services Framework Contract,</p> <p>if the Vendor has provided inaccurate, outdated or incomplete identification data, in the event of risk of fraud, money laundering or terrorist financing or risk that may affect the security of the Payment Account or the Payment Services Provider system,</p> <p>if the Payment Services Provider receives a large number of refunds, cancellation of orders or contestation for unauthorized orders.</p> <p>This decision is motivated and notified to the Vendor by any means. As the suspension of the Payment Account is intended to protect the Vendor, it may not in any case give rise to the payment of damages for the benefit of the latter.</p> <p>Depending on the seriousness of the breach of the Payment Services Framework Contract and in particular if the Beneficiary has sold illicit products, the Payment Services Provider</p> |
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| <p>cas donner lieu au versement de dommages intérêts au profit de ce dernier.</p> <p>En fonction de la gravité du manquement au Contrat Cadre de Services de Paiement et notamment si le Bénéficiaire a vendu des produits illicites, le Prestataire de Services de Paiement se réserve le droit de résilier le Contrat Cadre de Services de Paiement conformément aux stipulations de l'article 20.</p> <p><b>RESILIATION DU CONTRAT</b></p> <p>En cas de résiliation des CGU, le Contrat Cadre de Services de Paiement est automatiquement résilié.</p> <p>Le Vendeur peut résilier de plein droit le présent Contrat Cadre de Services de Paiement qui emportera clôture de son Compte de Paiement par lettre recommandée avec avis de réception suivant le respect d'un préavis d'un (1) mois. Il doit maintenir une Provision suffisante pour assurer la bonne fin des Opérations de Paiement en cours pendant le délai nécessaire à leur dénouement et le paiement des frais dus par lui.</p> <p>En cas de manquement grave d'une Partie, le Contrat Cadre de Services de Paiement peut être résilié avec effet immédiat par simple notification écrite par l'autre Partie. Il est entendu par manquements graves réalisés par le Vendeur: communication de fausse information, exercice d'activité illégale contraire aux bonnes mœurs, blanchiment de capitaux ou de financement du terrorisme, menaces à l'encontre de préposés de la Marketplace, défaut de paiement, irrespect d'une obligation du Vendeur au titre des présentes, résiliation des relations entre le Vendeur, surendettement ou pour les personnes morales nomination d'un mandataire ad hoc, d'un administrateur judiciaire, ouverture d'une procédure de redressement ou de liquidation.</p> | <p>reserves the right to terminate the Payment Services Framework Contract in accordance with the provisions of the Article 20.</p> <p><b>TERMINATION OF THE CONTRACT</b></p> <p>In case of termination of the GTC, the Payment Services Framework Contract is automatically terminated.</p> <p>The Vendor may automatically terminate this Payment Services Framework Contract which will entail the closing of his Payment Account by registered letter with acknowledgment of receipt following a one (1) month notice. He must maintain a sufficient Provision to ensure the successful completion of the Payment Operations in progress during the period necessary for their settlement and the payment of the fees due by him.</p> <p>In the event of a serious breach by a Party, the Payment Services Framework Contract may be terminated with immediate effect by written notice of the other Party. It is understood by serious breach made by the Vendor: communication of false information, exercise of illegal activity contrary to good morals, money laundering or financing of terrorism, threats against agents of the Marketplace, failure of payment, breach of an obligation of the Vendor hereunder, termination of the relationship between the Vendor, over-indebtedness or for legal persons appointment of an ad hoc agent, a judicial administrator, opening of a procedure of recovery or liquidation.</p> <p>In the event of a change in the applicable regulations and the interpretation made by the</p> |
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| <p>En cas de modification de la réglementation applicable et de l'interprétation qui en est faite par l'Autorité de régulation concernée affectant la capacité du Prestataire de Services de Paiement ou de ses mandataires à exécuter les Opérations de Paiement, le Contrat Cadre de Services de Paiement sera automatiquement résilié. Le Vendeur ne pourra plus transmettre d'ordre de paiement à compter de la date d'effet de la résiliation. Le Compte de Paiement pourra être maintenu pendant une durée de quinze (15) mois maximum à l'effet de couvrir les éventuelles contestations et réclamations ultérieures. Les Opérations de Paiement initiées avant la date d'effet de la résiliation ne seront pas remises en cause par la demande de résiliation et devront être exécutées dans les termes du Contrat Cadre de Services de Paiement.</p> <p>La résiliation du Contrat Cadre de Services de Paiement entraîne la clôture définitive du Compte de Paiement. La clôture d'un Compte de Paiement ne pourra donner lieu à aucune indemnité quels que soient les éventuels dommages occasionnés par la fermeture de ce Compte de Paiement. Le Vendeur dont le Compte de Paiement a été clôturé par le Prestataire de Services de Paiement n'est pas autorisé, sauf accord exprès de la Marketplace, à ouvrir un autre Compte de Paiement. Tout Compte de Paiement ouvert en violation de cette disposition pourra être immédiatement clôturé par le Prestataire de Services de Paiement, sans préavis.</p> <p>La Provision sur le Compte de Paiement objet de la clôture donnera droit à un virement au profit du Vendeur titulaire de ce compte suivant ses instructions sous réserve des opérations en cours et des éventuels impayés, rejets bancaires ou oppositions à venir.</p> | <p>relevant Regulatory Authority affecting the ability of the Payment Services Provider or its agents to execute the Payment Operations, Payment Services Framework Contract will be automatically terminated. The Vendor will no longer be able to send a Payment Order from the effective date of termination. The Payment Account may be maintained for a period of up to fifteen (15) months in order to cover any disputes and subsequent claims. Payment Operations initiated prior to the effective date of termination will not be affected by the termination request and must be executed under the terms of the Payment Services Framework Contract.</p> <p>The termination of the Payment Services Framework Contract entails the definitive closure of the Payment Account. The closing of a Payment Account may not give rise to any compensation, whatever the potential damage caused by the closing of this Payment Account. The Vendor whose Payment Account has been closed by the Payment Services Provider is not authorized, except with the express agreement of the Marketplace, to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately terminated by the Payment Services Provider without notice.</p> <p>The Provision on the Payment Account subject to the closing will be entitled to a transfer to the benefit of the Vendor holding this account according to his instructions subject to ongoing transactions and any potential unpaid, bank rejections or oppositions to come.</p> <p>The Payment Services Provider reserves the right to seek compensation from the court for damages that it may have suffered as a result of the breach of the Master Payment Services Agreement. The closing of the Payment Account may give rise to costs within the limits of Article L. 314-13 of the French monetary and financial Code.</p> |
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Le Prestataire de Services de Paiement se réserve le droit de demander en justice réparation du préjudice qu'il aurait subi du fait de la violation du Contrat Cadre de Services de Paiement. La clôture du Compte de Paiement pourra donner lieu à des frais dans la limite de l'article L. 314-13 du Code monétaire et financier.

#### **MODIFICATION DU CONTRAT**

Le présent Contrat Cadre de Services de Paiement peut être amené à évoluer, notamment lorsque le cadre réglementaire évolue.

Tout projet de modification du Contrat Cadre de Services de Paiement est communiqué sur support papier ou sur un autre support durable au Vendeur au plus tard deux (2) mois avant la date d'application proposée pour son entrée en vigueur.

En l'absence de contestation écrite par lettre recommandée avec AR adressée à la Marketplace par le Vendeur avant l'expiration de ce délai de deux mois, ce dernier est réputé avoir accepté ces modifications. En cas de refus de la modification proposée, la Marketplace peut résilier le Contrat Cadre de Services de Paiement sans frais, avant la date d'entrée en vigueur proposée de celle-ci. Cette demande n'affecte pas l'ensemble des débits (frais, cotisations, paiement) dont le Vendeur reste redevable.

#### **GENERALITES**

Si l'une quelconque des stipulations non substantielles du Contrat Cadre de Services de Paiement est nulle au regard d'une règle de droit en vigueur, elle sera réputée non écrite, mais n'entraînera pas la nullité du Contrat Cadre de Services de Paiement.

Le fait pour l'une des Parties de ne pas se prévaloir d'un manquement par l'autre

#### **MODIFICATION OF THE CONTRACT**

This Payment Services Framework Contract may evolve, particularly as the regulatory framework evolves.

Any proposed amendment to the Payment Services Framework Contract shall be communicated in hard copy or other durable medium to the Vendor no later than two (2) months before the proposed date of application for its entry into force.

In the absence of a written objection by registered letter with AR sent to the Marketplace by the Vendor before the expiry of this period of two months, the latter is deemed to have accepted these changes. In the event of a denial of the proposed change, the Marketplace may terminate the Payment Services Framework Contract at no charge, before the proposed effective date. This request does not affect all debits (fees, contributions, payment) of which the Vendor remains liable.

#### **MISCELLANEOUS**

If any of the non-substantive provisions of the Payment Services Framework Contract are void under any applicable law, it will be deemed unwritten, but will not void the Payment Services Framework Contract.

The fact that one of the Parties does not claim a breach by the other Party of any of the obligations referred to herein shall not be

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| <p>Partie à l'une quelconque des obligations visées dans les présentes ne saurait être interprété pour l'avenir comme une renonciation à l'obligation en cause.</p> <p>En cas de difficulté d'interprétation entre l'un quelconque des titres et l'une quelconque des clauses du Contrat Cadre de Services de Paiement il ne sera pas tenu compte des titres.</p> <p><b>LANGUE</b><br/>Le présent Contrat Cadre de Services de Paiement est rédigé en langue française.</p> <p><b>RECEPTION DES TERMES CONTRACTUELS</b><br/>Le présent Contrat est transmis au Vendeur, sur support durable. Le Prestataire de Services de Paiement s'engage à adresser au Vendeur, sur simple demande, les termes contractuels.</p> <p><b>DROIT APPLICABLE ET JURIDICTIONS</b><br/>Le Contrat Cadre de Services de Paiement est régi par le droit français.<br/>Toutes contestations relatives à la validité, l'interprétation, l'exécution ou la résiliation du Contrat seront par préférence réglées amiablement entre les Parties. Dans ce cadre, les Parties s'engagent à se concerter afin de régler le différend de manière amiable dans les meilleurs délais.<br/>Faute de règlement amiable dans le mois qui suit leur survenance, tous différends découlant du Contrat ou en relation avec celui-ci seront sera portés devant les cours et tribunaux compétents du ressort du siège social du Prestataire de Services de Paiement.<br/>Il est entendu entre les Parties qu'aucun procédé de règlement extrajudiciaire n'est prévu.</p> | <p>construed for the future as a waiver of the obligation in question.</p> <p>In case of difficulty of interpretation between any of the titles and any of the clauses of the Payment Services Framework Contract, the titles will not be taken into account.</p> <p><b>LANGUAGE</b><br/>This Payment Services Framework Contract is written in French.</p> <p><b>RECEPTION OF CONTRACTUAL TERMS</b><br/>This Contract is transmitted to the Vendor in a durable medium. The Payment Services Provider undertakes to send the Vendor, on simple request, the contractual terms.</p> <p><b>APPLICABLE LAW AND JURISDICTIONS</b><br/>The Payment Services Framework Contract is governed by French law.<br/>All disputes relating to the validity, interpretation, execution or termination of the Contract will be, as a matter of preference, settled amicably between the Parties. In this framework, the Parties undertake to consult among themselves in order to settle the dispute amicably in the shortest time.<br/>Failing amicable settlement within one month of their occurrence, all disputes arising from the Contract or in relationship with the latter will be subject to the jurisdiction of the Commercial Court of Paris and the Court of Appeal.<br/>It is understood by both Parties that no extrajudicial settlement is foreseen.</p> |
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