

TERMS OF USE OF THE OCTOPIA SOLUTION

Preamble

OCTOPIA provides professional sellers with a technological solution, enabling sellers to connect with marketplaces, which are OCTOPIA's clients, in order to sell their products to manage their activities on said marketplaces. Octopia provides additional services as well.

1. DEFINITIONS

- **Buyer:** the consumer or professional customer who buys Products from the User on the Selected Marketplaces.
- **Catalogue:** the database listing the Products which is made available to the User by OCTOPIA, as producer of the database within the meaning of articles L 341.1 et seq. of the Intellectual Property Code.
- **CNOVA PAY:** the company which provides payment services to the Selected Marketplaces when acting as CNOVA PAY's Agent, in accordance with the general terms and conditions for the use of payment services set out in **Appendix 3**.
- **Marketplace:** any company providing a technical solution for online sales, which is an OCTOPIA client, and which connects buyers and sellers.
- **OCTOPIA:** the company MAAS, registered in the Bordeaux Trade and Companies Register under number 880 150 289, providing Users with the OCTOPIA Solution and associated Services.
- **OCTOPIA Solution:** the technical solution which makes it possible for Users to register on one or more Marketplaces, to market their Products and to manage their activity on the Selected Marketplaces.
- **Parties:** the User and OCTOPIA.
- **Product:** the good or service sold online by the Users to the Buyers on the Selected Marketplace.
- **Product Sheet:** the description of the Product offered by the User which contains, including but not limited to, the name, the marketing and technical description, the reference of the Product and the GTIN identification according to GS1 standards, and its photo/visual and all precontractual information in accordance with applicable laws (consumer law, compliance and security of the Products,...).
- **Selected Marketplaces:** the Marketplace(s) on which the User is registered via the OCTOPIA Solution to sell the Products pursuant to article 3.2 below.
- **Seller Zone:** the User's personal interface made available to the User via the OCTOPIA Solution, through which the User manages his shop and pilots his activity on one or more Selected Marketplaces.

- **Services:** the basic and optional services described in article 4, made available to the User via the OCTOPIA Solution.
- **User:** the professional seller who accepted the present terms of use of the OCTOPIA Solution.

2. OBJECT

The purpose of the present Terms of Use (hereinafter "**TOU**") of the OCTOPIA Solution is to define the terms and conditions of the Solution and associated services provided by OCTOPIA to the User.

3. PROVISION OF THE OCTOPIA SOLUTION

3.1 Registration on OCTOPIA Solution

3.1.1 Registration conditions

Legal entities may register as Users on the OCTOPIA Solution (natural persons having the capacity to sell Products on a professional basis shall be considered as legal entities), registered with the Trade and Companies Register or the Trade Register for companies domiciled in France and with any equivalent register for companies domiciled in another territory, acting in the course of their usual professional activity and duly declared as such to the tax and social security bodies to which they are subject.

A single legal entity may only have one User account.

The User must hold as well a professional bank account with a banking establishment offering sufficient guarantees located in one of the countries included in the Single Euro Payments Area ("**SEPA**").

The User acknowledges and accepts that his registration on the OCTOPIA Solution is subject to the opening of a Seller's Payment Account in accordance with the CNOVA PAY Payment Service Terms Of Use annexed hereto.

In order to register on the OCTOPIA Solution, the User must complete the account opening form accurately and exhaustively, provide all required documents and correct bank details, in particular the IBAN number. OCTOPIA reserves the right, at its discretion, to request any additional supporting documents, including after the User has registered. OCTOPIA also reserves the right to approve or reject any registration request.

By registering with the OCTOPIA Solution, OCTOPIA acting as an intermediary in banking and payment services (hereinafter "**IOBSP**") of CNOVA PAY, a simplified joint stock company, whose registered office is located at 120 - 126 Quai de Bacalan 33300 Bordeaux RCS 827 802 737, under the supervision of the Autorité de Contrôle Prudentiel et de Résolution (**ACPR**), 4 place de Budapest CS 92459 75436 Paris cedex 09 (www.acpr.banque-france.fr), introduces CNOVA PAY, which provides payment services for the selected Marketplaces when acting as CNOVA PAY's Agent.

When registering and using the Services, the User undertakes not to provide inaccurate or incomplete information. Furthermore, the User is obliged to inform OCTOPIA spontaneously, via his Seller Zone, of any modification concerning the information provided. The User is responsible in case of failure to comply with any of these obligations.

If false information has been provided at the time of registration and/or if the User fails to inform OCTOPIA of a change, OCTOPIA may ipso jure terminate the User's registration on the OCTOPIA Solution, in accordance with the conditions set out herein.

3.1.2 Username and password

The User accesses for the first time to his account thanks to a temporary username and password communicated by OCTOPIA during the registration. The User must change this password to a password of his choice when he first logs in to his Seller Zone.

The use of the User ID and the associated password is strictly personal to the User and limited to the duration of this Agreement.

The User is solely responsible for the security of his/her login and password and shall therefore take all logical and physical measures necessary to preserve their confidentiality. Disclosure to third parties is not permitted. The User ID and password can only be used to obtain access to the OCTOPIA Solution and Services. The User is solely responsible for all acts performed on his behalf. If unauthorised persons gain access to the User's password, the User is obliged to change it without delay.

Finally, the User is prohibited from using the OCTOPIA Solution with the login of another User.

3.2 Registration on the Marketplaces

3.2.1 Eligibility

The OCTOPIA Solution enables the User to apply for registration and sell its Products on several Marketplaces. The list of the Marketplaces on which he can sell its Products is available on the Seller Zone.

By applying for registration on a Marketplace, the User accepts all the conditions stipulated by the said Marketplace (terms and conditions related to registration, marketing, putting the Products online, privacy policy...).

The User accepts the transmission to the Marketplace of the information collected during its registration at the OCTOPIA Solution or any other information requested by the Marketplace in order for the latter to be able to run an identification procedure and accept its registration.

The User registration on a Marketplace is subject to the approval of said Marketplace.

Upon acceptance of its application by a Marketplace, the User can sell its Products on the said Marketplace called from then on "Selected Marketplace". In no event will OCTOPIA be liable towards in case of rejection of its application for registration by a Marketplace.

3.2.2 Communication of information to the Marketplaces

By applying on a Marketplace, and after its effective registration, the User grants to OCTOPIA the right to:

- transmit to the said Marketplace the information provided to OCTOPIA by the User and, as the case may be, to its subcontractors, in order to sell its Products on the said Marketplace via the Solution.
- Perform all technical or administrative operation to enable the User to sell on the said Marketplace via the OCTOPIA Solution.

3.2.3 User relationship with the Selected Marketplaces

It is hereby clarified that OCTOPIA is external to the relationship between the User and the Selected Marketplaces. The contractual relationship between the User and the Selected Marketplaces is exclusively governed by the Terms and Conditions of the Selected Marketplaces that the User accepts separately, when registering on said Selected Marketplaces.

In the event of a breach by the User of the obligations resulting from the general conditions of the Selected Marketplaces, the latter may request the immediate suspension or termination of the User's registration on their Marketplaces, without OCTOPIA having any liability in this respect.

4. SERVICES

By registering on the OCTOPIA Solution, the User has access to a unique interface - the Seller Zone. Through the Seller Zone, the User can access the Services described below.

4.1 Seller Zone

Upon registration on the OCTOPIA Solution and to at least on one Selected Marketplace, the User has access to the Seller Zone. Among other things, the Seller Zone allows:

- The receipt and centralization of data enabling the management of its Products Sheets on the different Selected Marketplaces,
- The follow up and management of its orders received from the Selected Marketplaces
- The follow up of its sales activity on the Selected Marketplaces and its performance on different quality indicators,
- The communication of documents and proofs to OCTOPIA: any proof/proof/attachment communicated by the User must be attached via the space dedicated to communication,
- Where applicable, management of Buyers' claims. In such case, the User shall not correspond with the Buyer other than through his Seller Zone. The User will have access to the name and surname of the Buyer via the Seller Zone,
- Where applicable, the reimbursement of sums to the Buyers: the User will proceed with the reimbursement order of the Buyer via the Seller Zone for all sales that he has concluded via a Selected Marketplace,
- access to the support center as a single point of contact allowing the User to obtain assistance by email and/or telephone and/or schedule a meeting with a member of the Octopia team.

4.2 Basic Services

The Basic Services allow Users to:

- access and register on one or more Marketplaces of its choice as described above,
- create their selection of Products for each Selected Marketplace, configuring the prices if necessary, and manage the placing of their Products online,
- validate the availability of the Products he can offer to sell on all the Selected Marketplaces, access the status of orders on each Selected Marketplace, keep track of shipments, and review the history of sales made via the Selected Marketplaces,
- monitor their quality indicators,
- depending on the Selected Marketplace, obtain financial information (e.g. sales amount, commissions charged by the Selected Marketplaces, etc.),
- depending on the Selected Marketplace, manage Buyers' claims,
- access technical support and help with the creation of Product Sheets,
- ask questions and request OCTOPIA for any difficulty concerning the use of the OCTOPIA Solution thanks to the tools provided from the Seller Zone, in particular thanks to the help center allowing access to FAQs and the support center allowing the User to obtain assistance by email and/or by telephone and/or to schedule a meeting with a member of the OCTOPIA team.

4.3 Optional Services

Optional Services offered to Users include:

- the Fulfillment logistics service under the conditions set forth in **Appendix “General Terms and Conditions of the Fulfillment Service”**,
- the "Octopia Transport" service, which can be purchased through a separate agreement,
- the Octopia Billing service, which can be purchased through a separate agreement,
- the Dropshipment service, which can be purchased through a separate agreement.

The User can access additional information about the Services on his Seller Zone.

5. CONDITIONS OF USE OF THE OCTOPIA SOLUTION AND OBLIGATIONS OF THE SELLER

5.1 Conditions for putting the Products online

The User shall certify that it only provides Products or services that comply with the applicable European laws.

The User provides for each of the Products he wishes to sell, a Product Sheet and pictures of the Product in the format required by OCTOPIA. Each Product Sheet must contain all mandatory information, pursuant to the applicable laws and regulations along with any other information (including pre-contractual information) defined by OCTOPIA at, and by the Selected Marketplace. To this end, the User shall, in particular, complete the title, brand, GTIN, Product category, visuals, selling price, (including the amount of eco-contribution where applicable), reparability index where applicable and search facets. They should also add a marketing description of the Product.

The information shall be updated by the User so that the information remains accurate, updated and in compliance with the applicable laws and regulations.

The User is sole responsible of the content of the information he communicates to OCTOPIA and to the Selected Marketplaces. OCTOPIA acts as an intermediary service supplier. In no event will OCTOPIA be liable for the accuracy of the information provided by the User in relation with its Products offers.

For each Selected Marketplace, the User decides to select the Products he wishes to sell and the commercial conditions associated (hereinafter defined as “**Offer**”).

The publication of Offers on a Selected Marketplace is subject to the approval of the said Selected Marketplace. OCTOPIA acting as an intermediary service supplier shall not be liable in case of refusal of the publication of an Offer by a Selected Marketplace.

5.2 Shipping of Products

The User shall confirm the information about the shipping of Products, via the Seller Zone (tracking, shipping, availability of the Product in a collection point, etc.). In the case of shipments in tracking mode, the User shall complete directly on the order form the data relating to the tracking of the package. The User is required to provide a link and a valid tracking number. The User is sole responsible of the correctness of the information he provides in relation with the shipment of Products.

For the shipping of Products, the User may subscribe to the optional additional service of Fulfillment pursuant to the conditions of **Appendix 2 “General Conditions of the Fulfillment Service”**.

5.3 Services quality

5.3.1 OCTOPIA’s Services quality

The User agrees to comply with the service levels defined in **Appendix 1**.

In the event of non-achievement of the defined levels and in accordance with the article entitled “Non-compliance with service levels”, OCTOPIA reserves the right to put on notice, suspend or terminate all or part of the Services of the User account or access to one or more Marketplaces Selected according to the seriousness of the offense.

5.3.2 Indicators Criteria of the Selected Marketplace

Users are reminded that Selected Marketplace may set its own quality indicators to be respected by the User.

In the event of non-compliance with such indicators, the general conditions of the Selected Marketplace, accepted separately by the User, will apply to the User, without OCTOPIA having any responsibility in this regard.

6. FINANCIAL CONDITIONS

The registration of the User on the OCTOPIA Solution and the basic Services are free.

Unless otherwise stipulated in the separate contracts, optional Services will be invoiced monthly by OCTOPIA and shall be paid by the User under thirty (30) days date of invoice at the rates previously transmitted by OCTOPIA and indicated in the Seller Zone. Invoices for Optional Services, accessible via the Seller zone, may be paid by the User by direct debit from the User's payment account with CNOVA PAY in accordance with **Appendix 3** or by transfer in the absence of sums to be withdrawn from the payment account opened with CNOVA PAY.

In accordance with the legal provisions in force, OCTOPIA hereby advises the User that in the event of late payment, default interests will be due ipso jure on the due date of the invoice, at a rate equal to three (3) times the legal interest rate, as well as a lump-sum compensation set at forty (40) euros for collection costs. Furthermore, in the event of late payment, all invoiced amounts shall become immediately payable and may be recovered by direct debit or any other means.

It is specified that all costs relating to the User's membership of the Selected Marketplaces are not included in the price of the Services and remain entirely at the User's expense.

7. INTELLECTUAL PROPERTY

7.1 Licence granted by OCTOPIA to the User

The OCTOPIA Solution, the Seller Zone, the Catalogue, the trademarks, the domain names, the databases, the software, the contents and all other elements composing the OCTOPIA Solution or accessible to the User when accessing the Services, without this list being exhaustive (hereinafter the "**Protected Material**"), are the exclusive property of OCTOPIA or the property of third parties who have granted a licence to it or a right to use it.

OCTOPIA grants to the User a non-exclusive and free licence to use the Protected Material, which the User may use exclusively in connection with the use of the OCTOPIA Solution and the Services. This licence is granted solely for the area of the Selected Marketplaces by the User and for the duration of the contractual relationship between the User and OCTOPIA, it is non-transferable and shall not be considered as a transfer of ownership. The User is therefore prohibited from assigning, transferring, lending, sub-licensing, delegating or conceding to a third party, even free of charge, directly or indirectly, any right to use the Protected Material.

The User shall in any event:

- refrain from Attempting to copy, modify, reproduce, create any derivative work, alter, create a mirror, republish, download, display, transmit or distribute all or any part of the Protected Material in any form, on any medium or by any means whatsoever,
- attempting to disassemble, reverse engineer or otherwise make comprehensible all or part of the Protected Material,

- accessing all or part of the Protected Material for the purpose of designing a competing solution,
- accessing Protected Material in the form of source code or unlocked coding with comments,
- using a robot, in particular a spider, a search or retrieval application for websites or any other means allowing the retrieval or indexing of all or part of the data and Protected Material,
- attempting in any way to remove, circumvent any technical protection measure (TPM), use or manufacture for sale or hire, import, distribute, sell or hire, offer for sale or hire, promote for sale or hire, or hold for private or commercial use any means of facilitating the removal or unauthorised workaround of TPM,
- using the Protected Material to provide services to third parties or sublicense, sell, rent, assign, distribute, display, disclose, commercially exploit or otherwise make available the Protected Material to any third party.

OCTOPIA creates and provides the Product Sheet matrices (structure, field, field hierarchy, etc.) and retains exclusive ownership of them. In this respect, any form of total or partial copying, aspiration and reproduction of the Product Sheet matrices produced and operated by OCTOPIA is formally prohibited without its prior written consent.

7.2 Licence granted by the User to OCTOPIA

The User grants to OCTOPIA, for its different activities, a non-exclusive, assignable sublicensable and free licence to use all elements protected or not provided by the User, such as, but not limited to, the content of the Product Sheets, trademarks, company name, trade name, logos, as well as and all other graphic, visual or textual elements provided by the User to OCTOPIA (hereinafter the "**User Elements**").

This licence applies to any modifications, updates, improvements or developments that the User may make to the User Elements.

Such licence is granted to OCTOPIA worldwide and for the duration of the protection of the User Material by intellectual property rights.

Such a licence covers in particular:

- **the right of reproduction** which includes in particular the right to reproduce all or part of the User Material and to make an unlimited number of copies on any medium, in any form and by any means, known or unknown to date, and in particular on any paper, analogue, digital, electronic or magnetic media, on any videograms, discs, on any type of computer file, on any emails, internal or commercial documents, on any multimedia media,
- **the right of representation**, which includes in particular the right to publish or communicate to the public all or part of the User Material, in any way whatsoever, by any process whatsoever, known or unknown to date, and in particular by any electronic communications network, including the Internet,
- **the right to adapt**, which includes in particular the right to correct, modify or make any adaptation of all or part of the User Material, in particular when such adaptation is made necessary by the Services, the right to translate all or part of the User Material into any language and the right to create any derivative work,

- **the right of exploitation**, which includes in particular the right to use in any form, to publish, to license within the conditions set forth below, to use as a commercial reference all or part of the User Material or any of their elements for the needs related to the execution of the Services, and more generally for the sale of the Products by the User on a Selected Marketplace and for any type of exploitation related to the OCTOPIA Solution.

However, it is understood that OCTOPIA will not modify any of the User's distinctive signs provided, except to resize them to the extent necessary for the presentation, for example in cases where online presentation or ergonomic constraints require it, as long as the proportions remain the same.

The User recognises and accepts that OCTOPIA or the other Users offering a Product identical to its own have the right, free of charge, to position their offers on the Product Sheet that the User has created for this Product. This authorisation is granted under the same conditions of duration and territory as the licence described above.

8. GUARANTEES

The User represents and warrants to OCTOPIA that:

- where the User Material are protected by intellectual property rights, the User is the owner of the intellectual property rights allowing the User to make available to OCTOPIA the information provided (texts, images, photos, trademarks, logos, etc.), and to publish them on the Selected Marketplaces,
- in any case, the User Materials are not likely to infringe the rights of third parties, nor the laws in force, and in particular the provisions relating to defamation, insult, privacy, image rights, or public decency, and do not constitute, in whole or in part, counterfeiting, unfair competition or parasitism,
- the User Material and any other files he sends to OCTOPIA are free of viruses and cannot affect the operation of the OCTOPIA Solution,
- he is the owner or holder of the rights necessary for the sale of the Products via the Selected Marketplaces and that these Products do not infringe any third party rights worldwide, in particular that their sale on the Selected Marketplaces does not infringe a selective or exclusive distribution network
- it complies with the regulations in force and applicable to its field of activity and that its Products comply with the regulations in force.

Consequently, the User guarantees OCTOPIA and/or its assignees against any claim, action, lawsuit and condemnation against OCTOPIA and/or its assignees, whatever the form and nature, having as cause or object the use of the User Material or of the elements composing them under the conditions defined in the present TOU, as well as against any direct damage or sanction of which OCTOPIA and/or its assignees would be the object because of the failure by the User of its obligations under the present article

9. LIABILITY

9.1 Responsibility of the User

The full responsibility for the accuracy and compliance with the law of the information provided in the Product Sheets rests with the User.

The User is solely responsible for any damage of any kind caused to Buyers and any other third party as a result of the content he communicates to OCTOPIA and which he places online on a Selected Marketplace, for the Products he offers there and for the sales he concludes there.

Therefore, the User waives OCTOPIA's liability in the event of any action or dispute (in particular, actions for infringement of copyright or infringement of a distribution network, actions by a Buyer, an administration, etc.) relating to the information communicated by the User to OCTOPIA or on a Selected Marketplace (texts, images, photos, brands, logos, etc.), the Products or their sale.

9.2 Responsibility of OCTOPIA

OCTOPIA uses all means at its disposal to maintain the Services, but does not guarantee that the OCTOPIA Solution, the Seller's Area and the Services will be available at all times. OCTOPIA cannot be held liable in case of occasional impossibility for the User to use the Seller Zone and the OCTOPIA Solution, in particular during maintenance periods, or during periods when data related to the Products is updated or the Services are improved.

In no event shall OCTOPIA be responsible for any misuse by the User of the OCTOPIA Solution and the Services.

In accordance with Regulation (EU) 2022/2065 relating to a single market for digital services ("**DSA**"), OCTOPIA cannot be held liable in the event of a dispute (in particular infringement actions) relating to content published by the User on the OCTOPIA Solution, since OCTOPIA has acted promptly to remove any manifestly illicit content which has been brought to its attention in application of the aforementioned regulations.

As OCTOPIA is not involved in the relationship between the User and the Marketplaces and in the sales concluded between the User and the Buyers, OCTOPIA cannot be held liable in case of a dispute between the User and a Selected Marketplace, or in connection with the Products and their sale.

OCTOPIA's liability is limited to the compensation of direct and foreseeable damages. OCTOPIA shall not be liable for any indirect damage such as loss of turnover or profit, loss or alteration of data, damage to image, etc.

Within the limits permissible by law, the cumulative liability of OCTOPIA for all damages per calendar year is limited to the higher of the following two sums: EUR 20,000 or the amount of the sums paid by the User to OCTOPIA during the calendar year in which the damage occurs.

10. INSURANCE

The User certifies that it has taken out an insurance policy with a solvent insurance company established in France for all the financial consequences of its professional, tortious and/or contractual civil liability for bodily injury, material and immaterial damage caused to OCTOPIA and to any third party in the performance of this Agreement. In this respect, the User undertakes to pay the premiums and

contributions relating to the aforementioned insurance policy and, in general, to comply with all the obligations, in order to cover all its activities.

OCTOPIA, for its part, certifies that it has taken out an insurance policy guaranteeing the financial consequences of professional civil liability, tort and/or contractual liability for the services provided under the present contract.

11. TERM - MODIFICATION OF THE TOU

11.1 Term

The User can benefit from access to the OCTOPIA Solution and Services, as long as he is registered on at least one Selected Marketplace. In the absence of such registration, and subject to the provisions of Article 12 on termination, the User's registration on the OCTOPIA Solution will be terminated.

11.2 Changes

OCTOPIA reserves the right to make changes to the TOU. The User will be informed of such changes by an e-mail sent by OCTOPIA at least fifteen (15) calendar days before the date of entry into force of the modified TOU. The User is free to accept the modified TOU or to terminate his registration on the OCTOPIA Solution and his use of the Services, in accordance with the TOU.

12. SUSPENSION AND TERMINATION OF THE REGISTRATION OF THE USER ON THE OCTOPIA SOLUTION

12.1 Termination for convenience

The User may terminate his registration on the OCTOPIA Solution at any time, without notice, by cancelling his registration via the Seller zone.

OCTOPIA may terminate the User's registration on the OCTOPIA Solution at any time, subject to a notification sent to the User, by email to the address corresponding to his login, and subject to a ninety (90) days notice.

12.2 Suspension or termination for breach

12.2.1 Non-compliance with service levels

a) Failure by the User to comply with any of the minimum service levels set out in **Appendix 1** may result in the suspension of all or part of the Services of the User's Account and/or access to one or more Selected Marketplaces following the sending of a formal notice by email by OCTOPIA to the User which has remained unsuccessful after a period of thirty (30) calendar days.

Failure to comply by the User within an additional period of thirty (30) days from the suspension may result in the termination of the User account and/or access to one or more Selected Marketplaces.

b) Failure by the User to comply with any of the minimum expected service levels mentioned in **Appendix 1**, observed on two (2) occasions during a period of twelve (12) sliding months, may, depending on the seriousness of the non-compliance, lead to the termination of the User's Account or the closure of access to one or more Selected Marketplaces upon simple notification.

c) OCTOPIA has the right to suspend or terminate immediately the User's Account or access to one or more Selected Marketplaces in case of serious non-compliance with the indicators which are the subject of the service levels (for example: an abnormal peak of claims from Buyers). In particular, OCTOPIA reserves the right to suspend all or part of the User's Account in case of a claim rate higher than three percent (3%) over the last thirty (30) or fifteen (15) days on all the Selected Marketplaces.

12.2.2 Other breaches of its obligations by the User

Any breach, non-performance or improper performance by the User of the obligations set out in these TOU may result in the immediate suspension or termination of the User's registration on the OCTOPIA Solution, after an order has been sent to the User by email to the address corresponding to his log into remedy the situation which has remained without effect for more than thirty (30) days.

The following sanctions may be applied in proportion to the seriousness of the breach observed:

- the partial or total, immediate and temporary suspension of the User's account;
- termination of the User account after formal notice has been given without effect for a period of thirty (30) calendar days; termination of the User account ipso jure,
- upon simple notification, without notice, or with less than thirty (30) calendar days' notice, in the event of serious and/or repeated breach.

12.3 Other cases of termination or suspension

12.3.1 Probationary period

During the sixty (60) calendar days following the publication of his first registration on one of the Selected Marketplaces, the User is subject to a trial period.

In the event that during this period, the User does not comply with any of its contractual obligations, OCTOPIA may proceed without notice to close the User's Account. The User will be informed of the closure of his Account by email and will be able to make a new request to support center.

12.3.2 Temporary suspension of the Seller's account

In the context of the beginning of the User's activity on a Selected Marketplace or of a restart following a temporary halt in activity, and in order to be able to alert the User quickly and protect him/her/it in the identification and processing of any failures, OCTOPIA may carry out verification operations of orders not yet shipped and temporarily suspend the Seller's account for a limited period of time, in proportion to the verification operations.

In the event that OCTOPIA would identify following these verification operations that the User would breach the minimum service levels set forth in **Appendix 1**, the User account will remain suspended and the stipulations of article 12.2.1 will apply.

12.3.3 Suspension of the User's account in case of publication of non-compliant Product Sheet

OCTOPIA reserves the right to temporarily suspend the User account in the event that the User creates and publishes Product Sheets that do not comply with the provisions of article 5.1 "Conditions for putting the Products online" hereof.

In this case, the User will be informed by email of the suspension of his account.

OCTOPIA will invite the User to modify and/or complete its product sheets before lifting the suspension of his account.

12.3.4 Suspension of the User's account in the event of a risk linked to the security or compliance of a Product

In the event of identification, notification or injunction concerning a risk linked to the safety or conformity of a Product, OCTOPIA reserves the right to temporarily suspend, as a preventive measure, the User account, in order to protect health and the safety of Buyers.

The User will be informed by email of the suspension of its account.

12.3.5 Termination for inactivity

In case the User is not active, i.e. no transaction has been made by the User over a period of three (3) months on the Selected Marketplaces, OCTOPIA reserves the right to suspend and/or terminate the User's account with thirty (30) days' notice, upon written notification to the User, in order to protect the interests of the Users and the Buyers.

12.4 Consequences of termination

If the contractual relationship is terminated by either Party for any reason whatsoever, all sums owed by the User to OCTOPIA at the effective date of the termination are immediately due and payable.

In such case the User:

- will be able to access his Seller Zone only to finalise the processing of orders and claims in progress at the date of termination,
- will not be able to benefit from access to the new Services via his Seller Zone,
- will no longer have access to the Selected Marketplaces and all of his Product Offers are immediately withdrawn from the Selected Marketplaces,
- will have to archive the necessary data via his Seller Zone (e.g. sales statistics, invoices for commissions for optional services etc.), as OCTOPIA has no responsibility for archiving on behalf of the User.

Furthermore, it is specified that the User may not extract any data from the Catalogue or Product Sheets.

OCTOPIA reserves the right to communicate its contact details to the Buyer if necessary.

In any case of closure of a User's account and whatever the party at its initiative, the User is solely responsible for the execution of its obligations (legal and contractual), in particular after-sales obligations in relation to the User's activity on the Selected Marketplaces.

Any User whose account has been closed for non-compliance with these TOU may only submit a new application for account opening after a period of six (6) months following the date of closure of the

account. OCTOPIA undertakes to study any request to reopen an account after this period and reserves the right to accept or refuse any new request.

Nonetheless, for those Users whose account has been terminated due to non-compliance with the minimum service levels set out in **Appendix 1**, and in particular those relating to the quality of Product delivery, OCTOPIA reserves the right to accept a request to reopen an account before this deadline, should the User agree to subscribe to OCTOPIA's Fulfillment service for the shipment of its Products, in order to ensure the proper delivery of Products to Purchasers.

12.5 Notification of OCTOPIA's sanction

12.5.1 Case of restriction or suspension of the User account

In the event of restriction or suspension of all or part of the Services of the User account or access to one or more Selected Marketplaces, OCTOPIA will transmit to the latter, by email, the reasons for this decision at the latest when it takes effect.

12.5.2 Case of termination of the User account

In the event of termination of the User's registration on the OCTOPIA Solution, OCTOPIA will send the User by email the reasons for this decision, thirty (30 days) before the termination takes effect. This notice period does not apply in the case of serious and/or repeated breach of the TOU by the User.

12.6 User's claim

When the User's Offers have been withdrawn from sale or access to the User's account has been restricted, suspended or terminated, in particular due to the publication of illicit content(s), the User has the possibility of requesting clarification of the facts and circumstances surrounding such decisions or of contesting them by opening a request to the support center accessible from the Seller Zone.

To open a query, the User is first invited to select a query typology then a query sub-typology, so that OCTOPIA best targets their needs. The User is then invited to present their request in a precise and duly supported manner, in French or English.

OCTOPIA undertakes to carefully study any request duly completed by the User and to respond to this request as soon as possible, in French or English, with a personalized response to the User if possible.

The User is informed as soon as possible of the reasoned decision taken by OCTOPIA, both (i) by message via the support center and (ii) by email.

The User has the option of continuing the exchange by responding directly to the message via the support center.

When all possible answers have been provided to the User, the request is closed by OCTOPIA.

A request is also closed (i) on the initiative of the User who initiated it, at any time or (ii) automatically, in the event of no reaction from the User within 48 hours from the last response provided by OCTOPIA.

Specific case

The User acknowledges and accepts that OCTOPIA reserves the right to transfer all requests regarding a decision taken by a Selected Marketplace (and not by OCTOPIA) impacting the User.

13. POLICY RELATING TO ILLICIT CONTENT

The definition of illegal content is broadly understood: it covers any User content (i.e. product, elements of the product sheet including labels, descriptions, images, etc.) which is contrary to applicable regulations and/or not in compliance with the TOU (hereinafter the "Illicit Content").

13.1 OCTOPIA Policy

OCTOPIA has implemented a moderation policy based on the various sources for reporting illegal content at its disposal. As part of this policy, OCTOPIA reserves the right to proceed, as a precautionary measure, with the removal of illicit Content.

OCTOPIA thus examines:

- the alerts and injunctions it receive from administrative and judicial authorities. These are subject to priority human processing and give rise, if necessary, to the removal of Illicit Content targeted by the authorities as well as similar content that may have been identified by OCTOPIA.

For this purpose, OCTOPIA provides the authorities with a single electronic point of contact.

- notifications received from any individual or entity, including rights holders, via the form available on the Octopia website ("Notify illegal content"),

These are subject to human processing in order to exclude manifestly inadmissible notifications (for example malicious or abusive notifications) and, otherwise, to moderate illegal Content as a precautionary measure.

In the event of non-compliance with OCTOPIA's policy relating to Illicit Content, and in addition to the removal of said Illicit Content (i.e. withdrawal of contentious information or withdrawal of the sale of the Offers/Products concerned), the Users concerned may also do so. subject to formal notice, suspension or even closure of their User account.

Users have the possibility of contesting the above-mentioned decisions taken by OCTOPIA in application of the policy relating to Illicit Content by opening a request to the support center accessible from the Seller Zone.

13.2 Selected Marketplace Policy

The User is reminded that the Selected Marketplaces may implement their own set of measures aimed at fighting the presence of illicit Content on their respective sites that may affect Users, without OCTOPIA having any responsibility in this regard.

14. PROTECTION OF PERSONAL DATA

14.1 Definitions

The terms "*Personal Data*", "*Data Controller*", "*Processor*", "*Processing*" and "*Breach*" have the meaning given to them in Article 4 of Regulation (EU) No. 2016/679 of April 27th, 2016 on the protection of personal data.

14.2 User's personal data

Some personal data of the User may be collected by OCTOPIA, to take into account the User's registration, administrative and accounting management of the User's account, control of the User's registration, commercial prospecting, payment of the User and generally in the context of the use of the OCTOPIA Solution and the provision of Services.

For more information on the processing of personal data, the User is invited to consult the [Privacy Policy](#).

In the frame of the implementation of the contract between the User and the Selected Marketplace, OCTOPIA as subprocessor of the Selected Marketplace may collect and transmit some User personal data for the registration application, administrative and accounting management of the User's account, control of the User's registration, commercial prospecting and payment of the User.

14.3 Personal Data of Buyers

14.3.1 In the context of the execution of these TOU, the User is the Data Controller and OCTOPIA is the Processor with respect to the User. OCTOPIA may assume the status of Data Controller for all processing relating to the management of its business, for which the present provisions are not applicable.

14.3.2 The Parties undertake, each insofar as they are concerned, to comply with the laws and regulations applicable to the protection of personal data, including Regulation (EU) n°2016/679 of April 27th, 2016 on the protection of personal data (hereinafter "**Regulation**") and any national laws of the Member States of the European Union adopted in addition to or in application of the provisions of the Regulation, such as, and in a non-exhaustive way, the law n°78-17 of January 6th, 1978 relating to data processing, files and freedoms, as well as, if necessary, the laws, regulations and other applicable national, European and international standards.

14.3.3 In accordance with Article "2.3 Processing carried out by OCTOPIA as the User's Processor" of the Privacy Policy, the Processor processes, on behalf of the Data Controller:

- The following Personal Data:
 - o Identification and contact data such as surname, first name, billing and delivery addresses, landline or mobile phone number, e-mail (encrypted or unencrypted depending on the sales channel) of Buyers.
 - o Data relating to the order and the delivery such as the number, the date of the order, the delivery method, the Product, the price, the quantity.
- The categories of individuals concerned: The Buyers
- For the following purposes:
 - o the management, the execution, the follow-up of the Products to the Buyers;
 - o the shipment of Products to Purchasers if the User has subscribed to OCTOPIA's Fulfillment service;

- the transmission of the User's information to the Selected Marketplaces for selection purposes by the latter;
- the respect of its legal and/or statutory requirements.

14.3.4 Processor's Tasks

The Processor undertakes to:

- process the Personal Data solely for the purpose(s) which is/are the subject of the subprocessing;
- process Personal Data in accordance with the Data Controller's documented instructions;
- inform the Data Controller immediately if the Processor considers that an instruction constitutes a breach of applicable laws and regulations;
- to ensure the confidentiality of the Personal Data processed;
- to immediately inform the Data Controller of any modification or change that may affect the Processing of the Personal Data entrusted to the Processor;
- to respect the retention period of the Personal Data with respect to the purposes for which they were collected or transmitted and to delete the Personal Data at the end of the retention period, in compliance with the legal obligations applying to the Parties.

14.3.5 Subprocessing

The Processor is authorised to use another processor (hereinafter the "**Subprocessor** ") to carry out specific processing activities. The Processor undertakes to enter into a subprocessing contract with the Subprocessor (i) prior to engaging in any subprocessing activities which have an impact on the Processing Activities, (ii) which commits the Subprocessor to the same or equivalent obligations imposed on it under the NL. The Subprocessor shall provide sufficient guarantees and in any event, identical or equivalent to those provided by the Subprocessor and may only recruit other Subprocessor(s) in accordance with the terms of these TOU.

At least fourteen (14) days prior to the addition/replacement of a Subprocessor, the Processor shall inform the Data Controller. In the event that the Data Controller opposes this addition/replacement, within seven (7) days of the information being received, the Data Controller will have the right to terminate the TOU without charge or other penalties other than the outstanding amounts due for services already provided.

14.3.6 Information for Individuals Concerned (Buyers)

It is the Data Controller's responsibility to provide information to the Individuals concerned by the Personal Data Processing operations (i) in case of direct collection from the Individuals concerned, at the time of collection of the Personal Data and (ii) in case of indirect collection, within a reasonable period of time not exceeding one month, after having obtained the Personal Data or at the latest at the time of the first communication

14.3.7 Exercise of the Rights of the Concerned Individuals

Where Individuals concerned make requests to the Processor to exercise their rights, the Processor must address such requests to the User on the Seller zone immediately upon receipt.

14.3.8 Notification of Breaches

The Processor shall inform the Data Controller of any Violation as soon as possible after becoming aware of it via the Seller Zone. The notification shall contain the information referred to in Article 33.3 of the Regulations. Insofar as it is not possible to provide all this information at the same time, the information may be provided in a staggered manner without undue delay.

14.3.9 Assistance and documentation of the Processor in the context of the Compliance of the Data Controller with its obligations

The Processor undertakes to assist the Data Controller, as far as is reasonable, in the fulfilment of its obligations under the applicable laws and regulations.

In the event that the Processor considers that a documented instruction from the Data Controller concerning the Processing entrusted to it could be considered unlawful with regard to the laws and regulations applicable to the protection of Personal Data, or could lead to a breach or violation of the latter, the Processor undertakes to inform the Data Controller immediately, it being specified that the latter remains the sole judge between the Parties of the validity of the instructions given concerning the Processing entrusted to it.

14.3.10 Security of Personal Data

The Processor undertakes to implement the appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risk(s) linked to the protection of Personal Data.

14.3.11 Transfers of Personal Data

The Processor is authorised by the Data Controller to operate any cross-border flow, in particular outside the European Union, of Personal Data necessary for the performance of specific processing activities.

In the event that the transfer takes place to a country recognised as "not offering an adequate level of protection of Personal Data" by the European Commission, the Subcontractor shall be obliged - prior to any transfer - to formalise a Contract for the transfer of Personal Data outside the European Union signed between the Processor, acting as an agent of the Data Controller and "exporter of Personal Data" and its own Subprocessor qualified as "importer of Personal Data" and to ensure that the terms and obligations of this contract are respected by its Subprocessor, based on the European Commission's Standard Contractual Clauses, or where applicable, those adopted by a supervisory authority in accordance with the consistency control mechanism, then by the Commission. Thus, the level of protection guaranteed within the European Union must be guaranteed by the Processor and the necessary measures to compensate for the insufficient protection of Personal Data must have been taken.

14.3.12 Finality of Personal Data

Upon termination of the TOU, the subcontractor undertakes, in accordance with the instructions of the Data Controller, to carry out the definitive and irrevocable deletion of all Personal Data transmitted for the performance of the services, including any existing copies in the Processor's information systems. The Processor must order all of its Subprocessors to carry out this deletion.

14.3.13 Data Protection Officer

Contact details of the Data Protection Officer of the Processor: dpo@octopia.com.

14.3.14 Documentation and Auditing

The Processor shall provide the Data Controller with the documentation necessary to demonstrate compliance with its obligations. The Data Controller may carry out or have carried out by a third party auditor who is bound by a confidentiality agreement and is not a competitor of the Processor, at its own expense, no more than once (1) a year, during normal office hours, subject to fifteen (15) working days' notice including the designation of the persons or entities appointed to carry out the audit, an audit of the Processor with a view to verifying the latter's compliance with its obligations under these Conditions. If the Processor has had an audit carried out in the same year as the Data Controller's audit request, the Processor may provide a copy of a summary of the audit report on a confidential basis, in lieu of the Data Controller's conduct of the audit.

14.3.15 Obligations of the Data Controller towards the Processor

The Data Controller undertakes to document in writing any instructions concerning data processing by the Processor. The Data Controller shall remain solely responsible for the lawfulness of the processing operations entrusted, in particular with regard to the principles and obligations laid down by the applicable laws and regulations on the protection of personal data, concerning in particular the legal basis of the processing operations entrusted and the information of the Individuals concerned. Some of the User's personal data may be collected by OCTOPIA, for the purposes of registration, management of the User's account, and generally in the context of the use of the OCTOPIA Solution and the provision of Services.

15. ETHICS

15.1.1 Mindful of the stakeholders with whom it interacts, OCTOPIA is committed to promoting responsible business throughout its supply chain through the 9 undertakings of the Group's Ethical Charter, which can be accessed at the following link: https://www.groupe-casino.fr/wp-content/uploads/2018/04/Ethical_Charter.pdf.

OCTOPIA expresses its adherence to the principles contained in the texts listed below, which it recognises as representing absolute minimums in the field of human rights:

- The Universal Declaration of Human Rights adopted by the United Nations General Assembly as Resolution 217 A (III) on December 10th, 1948;
- The International Labour Organization (ILO) Declaration of June 1998 on the fundamental principles and rights of work, namely:

- freedom of association and the effective recognition of the right to collective bargaining (Conventions 87 and 98);
 - The elimination of all forms of forced or compulsory labour (Conventions 29 and 105);
 - The effective abolition of child labour (Conventions 138 and 182);
 - Elimination of discrimination in respect of employment and occupation (Conventions 100 and 111);
- And in general, the 10 principles adopted by the United Nations Global Compact to which the CASINO Group has adhered since 2009.

(hereinafter collectively the "**Standards**").

By accepting these TOU, the User undertakes to supply only Products that comply, under conditions that comply, with the principles of these Standards, with the national and international laws that apply to the exercise of its activity and with the applicable international rules.

15.1.2 OCTOPIA is committed to fighting climate change, reducing pollution, protecting natural resources and biodiversity. In this respect, the User undertakes both for itself and for its employees, agents, representatives or persons acting on its behalf to comply with all laws and standards relating to the protection and/or preservation of the environment applicable to its sector.

15.1.3 OCTOPIA also places particular emphasis on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing. As subject to the provisions of Law 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, the CASINO Group has implemented the measures and procedures imposed under Article 17-II of the said law, in particular by deploying a new version of its Code of Ethics and Business Conduct, accessible via <https://www.groupe-casino.fr/wp-content/uploads/2020/04/Code-of-ethics-and-conduct.pdf>, in all of its subsidiaries including OCTOPIA.

The User undertakes both for him/herself and for his/her employees, agents, representatives or persons acting on his/her behalf to:

- To comply with all applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- Not to do, by action or omission, anything that would be likely to engage the responsibility of OCTOPIA for non-compliance with any applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To put in place and maintain all internal policies and procedures necessary to ensure compliance with all applicable regulations in the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To inform OCTOPIA without delay of any event which may come to its attention and which could result in non-compliance with any applicable regulation in the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To provide all necessary assistance to OCTOPIA in order to respond to any request from a duly authorised authority relating to the fight against fraud, corruption, influence peddling, money laundering and terrorist financing.

Consequently, the Parties expressly agree that the User, as well as its employees, agents, representatives or persons acting on its behalf, shall refrain, directly or indirectly, from carrying out, participating in or executing any act, step or attempt that may contravene the aforementioned texts and principles.

In this respect, the User undertakes to comply in all respects with the provisions of the Declaration of Integrity accessible at the following link: [Declaration of Integrity](#).

OCTOPIA may decide to terminate the User's registration to the OCTOPIA Solution if the User violates the Standards or the commitments made in the Integrity Statement and/or refuses to take the necessary measures to resolve the non-conformities brought to its attention.

Furthermore, the User, its employees, agents, representatives or persons acting on its behalf who wish to make a report, under the conditions of law n°2016-1691 of December 9th 2016 (Law Sapin 2) revised by law n°2022-401 of March 21st, 2022, may contact the deontologist-referent of OCTOPIA at the following email address: contact33c@deontologue.com.

16. CONFIDENTIALITY

The User and OCTOPIA agree to maintain the confidentiality of all information received and transmitted in connection with the use of the OCTOPIA Solution and the Services, including all technical, commercial, accounting or financial information ("**Confidential Information**").

Consequently, it is agreed between the User and OCTOPIA that all Confidential Information communicated between them will be kept by the recipient in the same manner as it keeps its own confidential information, that such Confidential Information will not be copied or reproduced and that it will only be used for the purposes hereof. The User and OCTOPIA shall ensure that all their employees, Processors and any other person involved in the performance of this Agreement comply with this confidentiality obligation.

At any time the Confidential Information shall, at the direction of the originator of the Confidential Information, either be returned to the originator within seven (7) working days of the originator's request or be destroyed. Confidential Information does not include any information that:

- is publicly known at the time of its disclosure regardless of any breach of confidentiality,
- would already be known by the User, provided that the User can justify such knowledge,
- would have been communicated by a third party in a lawful manner and received in good faith, without restriction or breach of an obligation of confidentiality,
- has been independently developed by the User, without use of, or reference to,
- would constitute information whose use or disclosure has been specifically authorised by OCTOPIA.

Confidential Information may be disclosed by the User in the following cases:

- only to the extent required by law, including by any administrative or judicial authority, in such circumstances and to the extent permitted by law, the User shall notify OCTOPIA in writing, and
- in the context of defending its interests in litigation.

This confidentiality obligation shall continue after the TOU has been terminated for any reason whatsoever, for a period of five (5) years.

17. FINAL PROVISIONS

17.1 Independence of the Parties

OCTOPIA and the User shall in no way be considered as partners in any common entity. The Parties also acknowledge that these TOU do not constitute an association or a franchise by one of the Parties to the other. Under no circumstances shall a Party be considered directly or indirectly as an employee of the other Party.

The User carries out his activity on the OCTOPIA Solution and on the Selected Marketplaces independently and at his own risk.

The User must make sure before accepting the TOU, and expressly declares by signing them, that he is not in a situation of economic dependence towards OCTOPIA.

Should this situation change, the User will immediately inform OCTOPIA in writing, and the parties will agree to meet to find solutions that protect their respective interests.

The User undertakes to inform OCTOPIA of any membership of a group and of any acquisition of control and/or shareholding of its company directly or indirectly by a third party, where such a change is likely to create or increase a risk of dependence. The User will communicate as soon as possible to OCTOPIA the accounting or financial information that would be useful if his situation were to involve a risk of insolvency and/or a risk of disruption of the relationship.

This information is essential to allow the parties to maintain a balanced and serene relationship, and the User must have alternatives in the event of partial or total termination of the service. As OCTOPIA is not involved in the management of the volume of the User's activity on the Selected Marketplaces, it is the User's responsibility to balance the volume of business done on the Selected Marketplaces with his overall activity. Any strategic choice made by the User to place him/herself in a situation of economic dependence, by depriving him/herself of an alternative, will be made with full knowledge of the facts and at his/her own risk; OCTOPIA cannot be held liable in this respect.

17.2 Assignment

The User may not assign its rights and obligations under this Agreement to any third party in any form whatsoever, including but not limited to, transfer of a company, transfer of a business, management lease or assignment of a Contract, unless OCTOPIA has expressly given its prior written consent.

OCTOPIA may at any time assign all or part of the Agreement in any form whatsoever to any entity of the Casino Group or, in the event of a change of control, of the group to which OCTOPIA belongs, provided the other Party is informed as soon as possible. This waiver shall also apply to the Client in the event the latter is itself affiliated with the Casino Group.

17.3 Autonomy of the Stipulations

Any clause of the TOU that is declared null and void or illegal by a competent judge will be deprived of its effect, but its nullity will not affect the other stipulations nor the validity of the TOU as a whole or their legal effects.

17.4 Non-waiver and Tolerance

The fact that OCTOPIA has not required the application of any provision of these TOU or has tolerated any breach by the User in the context of its activities on the OCTOPIA Solution, whether on a permanent or temporary basis, can in no way be considered as a waiver of OCTOPIA's rights to invoke them.

17.5 Force Majeure

The Parties shall not be held responsible or considered to have failed to comply with these TOU, for any delay or non-performance when the cause of the delay or non-performance is related to a case of force majeure, as defined by the French Civil Code and the jurisprudence of the French Cour de Cassation.

17.6 Notifications

Except where the TOU provide for a particular form of notification, any notification may be made by e-mail to the address indicated by OCTOPIA on the Seller Zone or be sent in writing to the following address: 120 -126 Quai de Bacalan, 33000 Bordeaux.

17.7 Survival of Provisions

It is expressly stipulated that the articles "*Guarantees*", "*Confidentiality*", "*Protection of Personal Data*", "*Intellectual Property*", "*Liability*" and "*Applicable Law and Jurisdiction*" shall in all circumstances survive the end of the contractual relationship between the Parties, whatever the cause.

17.8 Language

It is expressly stipulated that the French version of the TOU prevails over these TOU, which are a mere translation.

17.9 Applicable Law and Jurisdiction

The TOU are governed by French law to which the Parties expressly refer. French law is therefore the only applicable law notwithstanding any conflict of law rule that may be applicable.

Any dispute relating to the TOU shall be subject to an attempt at amicable settlement between the Parties.

The Parties may, at any time and before any referral to the competent courts, request mediation from the following two mediation bodies

- The "Médiateur des Entreprises", which can be contacted at the following site: <https://www.economie.gouv.fr/mediateur-des-entreprises>
- The Bordeaux Center of Mediation- close to the Chamber of Commerce and Industry of Bordeaux Gironde at 17 place de la Bourse 33000 Bordeaux. The Parties shall then be subject to the mediation rules of the Bordeaux Mediation Centre, as well as to the schedule in force

(<https://www.bordeauxgironde.cci.fr/article/le-centre-de-mediation-de-bordeaux>) of which they declare to have been informed and to which they declare to adhere.

At the end of the mediation, if the Parties have not reached an agreement, the dispute may then be submitted to the Courts of the Bordeaux Court of Appeal.

This express attribution of jurisdiction shall also apply in the event of multiple defendants and for any claim, including in the event of any intervention or call for guarantee, and for emergency proceedings, conservatory proceedings, summary proceedings, or upon referral.

APPENDIX 1 - TERMS OF SALE OF THE USER'S PRODUCTS

The present **Appendix 1** governs the terms and conditions specific to the use of the OCTOPIA Solution relating to the sale of Products by the User on the Selected Marketplaces, the respect of which allows to guarantee the trust and the satisfaction of the Buyers and the Selected Marketplaces as well as the security and the good progress of the sales. These terms and conditions are totally independent of the criteria of the Selected Marketplaces.

In order to guarantee the quality of the "customer experience" of the Buyers during their purchases on the Selected Marketplaces, OCTOPIA monitors the quality of service of the User in a global way thanks to several quality of service indicators available on its Seller Zone.

All the indicators communicated to the User on his Seller zone allow him to follow and manage his activity. If some of them are made available to the User for information purposes, the indicators detailed below contain minimum rates which the User must respect at all times. The evaluation of its quality of service is based on the User's ability to maintain all of its rates above the minimum expected service levels.

All the time periods on which the quality of service indicators are calculated are counted in calendar days.

For all the expected service levels mentioned below, calculating the relevant rates is done on a daily basis over the three (3) periods defined as follows:

Period 1 = activity over the last fifteen (15) days

Period 2 = activity over the last thirty (30) days

Period 3 = activity over the last sixty (60) days

Hereinafter collectively referred to as the "**Periods**".

The calculation methods are specified in Articles **A3 "Expected service levels for Product availability"**, **B2 "Expected service levels for delivery"** and **D2 "Expected service levels for claims"**.

The User will be informed every day on his Seller Zone of the follow-up of his rates.

If one of the rates communicated to the User does not comply with the minimum service levels defined below, the User undertakes to spontaneously implement any useful action in order to reach the expected level of service for this rate and to comply with all of its other rates.

In all events, the User must achieve the expected service levels over all three (3) Periods. In the event the expected service level for one or more Periods is not met, and after a formal notice remains unheeded for a period of thirty (30) days, the sanctions described in article "Non-compliance with service levels " of the TOU may be applied.

In case of formal notice, at the end of the correction period provided for in the article "Non-compliance with service levels" of the TOU, OCTOPIA will check all its Rate 2, in order to be able to assess the result of the actions taken by the User to bring all its indicators to the expected level of service, and if necessary, to terminate its registration.

In any case, if one of its rate 2s does not comply with the service levels defined below, OCTOPIA may ipso jure terminate the User's registration under the conditions set out in these TOU.

Please note: the service quality levels may be measured on the basis of all sales made by the User to Buyers on the Selected Marketplaces or, at the request of a Selected Marketplace, on the basis of sales made by the User to Buyers on such Selected Marketplace. The User will thus be able to obtain a single measure of each level of service quality.

A. Items offered for sale

A1. The User guarantees that he is entitled to sell the items offered, that these items are not encumbered by third party rights that could prevent their sale, that the Products are authorised for distance selling and comply with the applicable legislative provisions of the Buyer's country of delivery, that they do not infringe, in particular, copyright, trademark law, selective or exclusive distribution network, or any other rights of third parties, that they are reliable and comply with applicable legal requirements (including any marking or labelling requirements), in particular with regard to product safety (e.g. CE standards).

Prohibited items: In particular, the following items - listed by way of example and not limitation - may not, or only under strict restrictions, be offered for sale:

- a. articles whose advertising, offer or marketing infringe intellectual property rights (copyright and related rights), industrial property rights (trademarks, patents, designs) and any other applicable rights (in particular image rights, privacy rights, personality rights);
- b. articles that infringe a distribution network;
- c. articles that discriminate or incite violence (including weapons in categories A to D as defined by the French law, toys and imitation weapons, etc.), or racial, religious or ethnic hatred;
- d. live animals ;
- e. stolen goods ;
- f. advertising, including links ;
- g. medicines, drugs of any kind or their precursors, articles likely to incite the use of narcotics or substances presented as having the effects of substances or plants classified as narcotics;
- h. items likely to present a danger to health, safety or the environment and in particular items containing radionuclides or pyrotechnic items or explosives precursors;
- i. items that may not be offered or marketed legally, or that infringe public policy or the rights of third parties;
- j. items whose offer or sale are likely to infringe public morality or the image of the Selected Marketplace.

Moreover, OCTOPIA reminds the User that the Selected Marketplace may have defined different terms of sale from OCTOPIA's terms of sale, including a different list of prohibited Products than the one set forth above.

Availability of Products offered for sale: the User undertakes to ensure that all the Products he puts online on the Selected Marketplaces are in stock and immediately available for sale. In this respect, the User undertakes to update its stock in real time and to withdraw any Product that has become unavailable.

Product notification by the authorities: the User accepts that OCTOPIA may withdraw from its Catalogue the Products that the User markets and for which a risk has been reported by the administration.

A2. Abnormally high number of negative reactions from Buyers to a Product

The User accepts that the Products: sold on the Selected Marketplaces causing an abnormally high number of negative feedback from Buyers (including in particular claims, customer feedback, requests for refunds and after-sales service feedback) or a risk reported by the administration may be removed from the OCTOPIA Catalogue.

A3. Service levels expected in terms of Product availability

The User undertakes to respect:

(i) **an "order acceptance rate" equal to or higher than 97.5%** calculated as follows:
$$\left[\frac{\text{total number of Products ordered by the Buyers and accepted by the User}}{\text{total number of Products transmitted for acceptance to the User by OCTOPIA}} \right] \times 100$$

If the User does not respond within two days after the order has been transmitted to the User, the order is automatically cancelled and the acceptance rate is reduced accordingly.

(ii) **Product shipment" rate equal to or greater than 97.5%** calculated as follows:
$$\left[\frac{\text{total number of Products shipped by the User}}{\text{total number of Products accepted by the User for OCTOPIA}} \right] \times 100$$

After validation of the order by the Buyer and without information on the shipment of the Product by the User within the maximum preparation time announced by the User, the order will be automatically cancelled, which deteriorates the shipment rate mentioned above.

A4. Description of the Product offered for sale

The User undertakes to describe as accurately and precisely as possible the Product, in one of the languages authorised by OCTOPIA, that he/she puts online on the Selected Marketplaces via the OCTOPIA Solution, in accordance with the regulations that may be applicable in the country of delivery of the Buyer (in particular regulations relating to electrical household goods, foodstuffs, etc.), with the provisions of these TOU, with the contractual terms and conditions of the Selected Marketplaces and with the indications appearing on the Seller Zone.

For each of its Products, the User provides, in the format required by OCTOPIA, the minimum mandatory, accurate and complete information, as well as any useful update so that the information provided is accurate and complete at all times Once a Product Sheet has been created for a GTIN, the User cannot create an additional Product Sheet for the same GTIN.

The User shall provide for each of his Products, in the format required by OCTOPIA, He shall ensure that no logo other than that of the brand of the Product, no name, no URL, phone number, reference of or to an instant messaging application, etc... appears on the photos he publishes via the OCTOPIA Solution. In the event that one or more photos do not correspond to the format indicated by OCTOPIA or that one or more of the above mentions are automatically detected, OCTOPIA will proceed with the deletion of the offer from the User's Catalogue, without prejudice to any other action or sanction provided in the TOU.

OCTOPIA warns the User that the minimum mandatory information requested is only a minimum for the Product to be identifiable and that it is up to the User to provide and put online all additional information necessary to comply with the previous paragraphs.

For each of the Products that he puts online on the Selected Marketplaces, the User undertakes to :

- check the accuracy of the terms of the Product Sheet with regard to the Product to which it relates, in particular by checking all the information contained in the Product Sheet (the name, title and brand of the Product, etc.);
- verify that the characteristics of the Product (including packaging), the offer and the terms of sale comply with all applicable laws (including marking and labelling requirements).
- update the information provided on the Product Sheet, in particular following changes in the applicable regulations that the User is required to apply to the Products offered for sale;
- ensure that the presentation of the Products offered for sale does not infringe any third party rights, the image of OCTOPIA and the Selected Marketplaces, public policy or morality, and is not pornographic or suggestive.

OCTOPIA has the right to remove any content that does not comply with these requirements and any associated Offer or Product Sheet.

The User shall not provide any information about a Product that is prohibited from being sold, or seek to offer it for sale, nor shall the User provide any phone number, means allowing a contact through an instant messaging application, or URL link to be used or request that such links be used.

A5 The User is obliged to indicate specifically the shipping costs he intends to apply to the Buyer when indicating his selling price. The User undertakes to calculate and include in its price any customs duties and import or export charges, taxes or other direct or indirect taxes imposed by the competent authorities in connection with the sales contract.

B. Order processing, shipping and delivery

B1. Follow-up. User undertakes to process Purchasers' orders within forty-eight (48) working hours of placing them.

The User acknowledges and accepts that it will only make shipments in accordance with the DDP incoterm 2020.

Delivery time is calculated by OCTOPIA or by the Selected Marketplace according to the category of the Product, the delivery method chosen by the User and the Country of shipment indicated by the User to OCTOPIA or to the Selected Marketplace.

The User must make sure that the country of shipment, which is indicated in the settings of his Account on the Seller Zone, is correct.

As soon as the User has shipped the Product or made it available at a collection point, he/she shall confirm this via his/her account, using the standard communication function of the User's account, and shall enter the data relating to the tracking of the package in the case of shipments in tracking mode directly on the order form. The User is required to provide a valid and correct tracking link and number

at the time of shipment. In the case of dematerialized Products, the User must indicate the term "DEMAT" in the field dedicated to the parcel number.

This rate will be tracked by OCTOPIA for the Periods defined above.

Without prejudice to the provisions and sanctions set out in these Terms of Use, OCTOPIA reserves the right to refuse and/or automatically suspend from the Catalogue any advert or Product offer presenting delivery times or conditions contrary to these provisions.

All orders which have not been prepared within the aforementioned maximum period may be cancelled by OCTOPIA.

Finally, any order which has not been shipped or made available at a collection point within the specified time may also be cancelled by OCTOPIA.

B2. Expected service levels for delivery

The two (2) rates mentioned in (i) and (ii) are separate and apply independently.

The User undertakes to comply with

- (i) a "on-time delivery" rate equal to or greater than 96% calculated as follows:

[Total orders shipped within the maximum preparation time announced by the User to OCTOPIA / {Total orders shipped + total orders not shipped for which the preparation time announced by the User to OCTOPIA is exceeded }] x100

- (ii) a rate of "delivery within the maximum time indicated" equal to or greater than 96% calculated as follows, for parcels shipped with tracking:

[Total number of parcels delivered on time (in relation to the maximum delivery promise/Total number of parcels shipped] x100

The delivery rate calculated above is based on parcels sent in tracked mode, which tracked parcels must be filled in by the User.

B3. Express delivery mode

OCTOPIA reserves the right to withdraw the Express delivery mode from the User if the User does not meet the following indicator:

- (i) an Express delivery rate within the maximum delivery time indicated, equal to or greater than 94%:

[Total number of parcels delivered by Express on time (in relation to the maximum delivery promise/Total number of parcels delivered by Express] x100

C. User's guarantee

C1. Modalities

Except if the User has subscribed to OCTOPIA's Fulfillment service, the User is responsible for: any failure to ship, delay in delivery, non-delivery or partial delivery, misdelivery, theft or error or action related to the management and delivery of its Products.

The User is solely responsible for all the information he puts online (in particular, but not exclusively, visuals of the Products, descriptions of the Products, prices of the Products, shipping costs, promotions, information relating to the delivery or withdrawal of the product, guarantees, etc.), for any non-conformity of his Products, in particular with the information he has put online and with all regulations and/or the applicable standards (marking, safety, etc.), for any defect, or for any recall of one or other of his Products with Buyers. As soon as the User is aware of a recall concerning his Products, he will immediately notify the Selected Marketplaces. The User can find information on the rules applicable to the conformity of the Products at the following links:

- https://ec.europa.eu/info/business-economy-euro/product-safety-and-requirements/consumer-product-safety/standards-and-risks-specific-products_fr
- <https://eur-lex.europa.eu/summary/chapter/consumers/0903.html?root=0903&locale=fr>

The User is responsible for any disputes arising in connection with the information posted online and/or the sales he makes.

C2. Expected Service Levels in the matter of claims

The User undertakes to comply with the following rates:

(i) a maximum rate of "orders with claims" placed on all Selected Marketplaces equal to or less than 1% calculated as follows:

[Total number of orders with claims registered against the User on all Selected Marketplaces / total number of orders accepted by the User] x 100.

(ii) Where applicable, a maximum rate of "orders with logistical complaints outside orders shipped by the Fulfillment service » placed on all Selected Marketplaces equal to or less than 1%, is calculated as follows:

*[Total number of orders involving logistical complaints registered against the User via the Selected Marketplace, **not including orders shipped via the Fulfillment service**/ the total number of orders accepted by the User **excluding orders shipped via the Fulfillment service**] x 100*

Please note: "Claim" means only in the following cases:

i) the explicit manifestation of dissatisfaction on the part of a Buyer after the User has given a response to his claim;

or

(ii) the failure of the User to respond to the Buyer within the time limit set out herein following a claim by the Buyer against the User.

Consequently, requests from Buyers relating to an error found in the product reference, a missing product or accessory, a product that does not conform to its description, a broken Product, a Product that has not been dispatched, an order that has been dispatched but not received by the Buyer, a damaged Product, etc., will only be included in the claim rates in the cases mentioned above.

In addition, requests from Buyers concerning: (i) a request for information on the Product, or (ii) a request for an invoice, will be integrated into the calculation of the claim rate from a reminder from the Buyer or from the observation by the Selected Marketplaces of the absence of a response from the User within the time limit in accordance with the present.

C3. Guarantees in the event of claims by third parties

If OCTOPIA receives an alert from any third party concerning the presence of a Prohibited Product, potentially infringing or otherwise damaging to a third party, or in a general manner concerning inappropriate content in the advertisements of a User, OCTOPIA has the right to remove the offers from the User's Catalogue, in order to protect the Buyers, the other Users, the Selected Marketplaces and/or any third party from fraudulent, illicit or inappropriate behaviours that could cause them harm. In this context, OCTOPIA cannot be held liable in the event that OCTOPIA prevents the sale of a Product on the Selected Marketplaces.

In any event, the User undertakes to respond to any third party claiming a violation of its rights within one week and to resolve any dispute arising therefrom as soon as possible and at the latest within one month from the date of communication of the claim by OCTOPIA or within one month from the date of the claim when the claim is addressed directly to the User. The User shall indemnify OCTOPIA and its directors against any costs they may incur in defending their interests and in compensating third parties in respect of a settlement or a court decision.

C4. Expected Service Levels in terms of discussions

The User undertakes to comply with the following rates:

(i) a maximum rate of "orders with discussion" placed on all Selected Marketplaces equal to or less than 10% calculated as follows:

$$\left[\frac{\text{Total number of orders with discussion registered against the User on all Selected Marketplaces}}{\text{total number of orders accepted by the User}} \times 100. \right]$$

Please note: "discussion" means a contact made by a Buyer to the Seller whichever the reason for the Buyer to contact the Seller.

D. Shipping costs

The delivery of the Product is at the User's expense. Therefore, the User alone determines the shipping costs. The User must ensure that the shipping costs are proportionate to the value of the Products.

In the case of Offers offered for immediate pick-up by the User, no delivery charges are applied, as the Products are directly available at the pick-up location.

E. Sales and deliveries

The User undertakes:

- sell and deliver its Products in accordance with its legal and contractual obligations and its own terms and conditions of sale;
- not unilaterally cancel sales without just cause;
- provide OCTOPIA through its interface with information concerning the status of the order and shipment (including tracking as soon as this is made possible by the shipping method used), using the process indicated by OCTOPIA;
- include an order-specific delivery note with each shipment of Products;
- identify itself as the seller of the Product on all packing slips or other information inserted in the Products and as the recipient to whom the Buyer may return the Product in question;
- use only the Seller Zone for all correspondence with the Buyers and not address any written or electronic correspondence directly to the Buyers.

F. Returns and Refunds

The User agrees to accept returns (regardless of whether or not the Product was subject to reservations on the delivery note), repairs, exchanges and refunds relating to his Products in accordance with the legal and contractual guarantees attached to his Products, the TOU and Terms and Conditions of the Selected Marketplaces as well as any other rules online on OCTOPIA at the time of placing the order by the Buyer. In particular, the User shall not charge the Buyer any cancellation, return or withdrawal fees, etc. in order to comply with the law.

For any return of Products by the Buyer within the framework of the exercise of his right of withdrawal, or for a reason not attributable to the Buyer (error of reference by the User, non-conforming, defective product...), the User will have to set up one of the 3 following options at his choice:

1. Have an address in the country of delivery to which the Buyer can return the Product;
- or
2. Provide a prepaid label to the Buyer allowing the return of the Product at the expense of the User, if the return of the Product is outside the country of delivery;
- or
3. Refund the Buyer the total amount of his order (including any outbound shipping costs), without requiring him/her to return the Product.

The User will proceed with the reimbursement order of the Buyer via his Seller Zone.

In addition to the legal rules applicable to the right of withdrawal and the legal guarantees of the products, the User shall pay particular attention to the following cases for which he undertakes, in accordance with the legal obligations, to reimburse the Buyer for the costs of returning the Products:

- Delivery or provision of a product that is different from the Product ordered (reference error);
- Delivery or provision of a damaged Product;
- Occurrence of a breakdown of the Product following its receipt.

In the cases mentioned above, the User undertakes, without reservation or conditions, to either:

- replace the Product;
- repair it;
- offer a reduction in the price of the Product or a full refund if the Buyer wishes to cancel the sales contract.

The User undertakes to process after-sales service requests under the warranty even if the commercial agreement is no longer active.

Refunds shall be made within the legal time limits.

In case of lack of reimbursement or repeated and unjustified delays in reimbursement, OCTOPIA will have the possibility to terminate the User's registration to the OCTOPIA Solution in accordance with the TOU or to apply any sanctions provided for in these TOU.

G. Other obligations:

The User undertakes:

- to conduct all exchanges with the Buyer in the language of the country where the Selected Marketplace is located, and to write all the information that he publishes on the Selected Marketplace, whether it concerns the Products, his Terms of use, etc,
- to remain courteous and respectful towards the Buyers and OCTOPIA's employees: in particular, threatening, abusive and insistent remarks are strictly forbidden.
- to respond to any request from a Buyer within a maximum of forty-eight (48) working hours.
- to fulfil any obligation imposed on him/her by the applicable legislation, in particular - but not limited to - the obligation to communicate information relating to his/her identity, the obligation to provide pre-contractual and post-contractual information, the obligations relating to the legal guarantees of conformity and hidden defects, the obligations relating to the right of withdrawal and compliance with the rules on unfair commercial practices.
- not to disrupt or attempt to disrupt the proper functioning of the OCTOPIA Solution or the Services provided.

- not to use any robot, spider, scraper or any other automatic process to access the OCTOPIA Solution for any purpose whatsoever, without the express prior written consent of OCTOPIA, nor to workaround the exclusion protocols or measures used to prevent or limit access to the OCTOPIA Solution. Indeed, most of the information contained on the OCTOPIA Solution is updated in real time and is protected by intellectual property law or is licensed to it by users or third parties.
- not to publish false, erroneous, misleading or defamatory content (including personal information)
- not to distribute or publish unsolicited advertisements (spam), chain letters or pyramid schemes.
- not to distribute viruses or other technologies that may harm OCTOPIA, or the interests or property of OCTOPIA users.
- not to collect in any way information about OCTOPIA users (including other Users, Buyers or any other visitors), including e-mail addresses, without their prior and express consent.
- not to mention his website in any correspondence with the Buyers and not to refer the Buyer to his website or to any other third party website, including to provide answers to Buyers' claims; in general, and unless otherwise agreed in writing by OCTOPIA, the User shall not correspond with the Buyer other than through his Seller Zone.
- not to damage OCTOPIA's image in any way whatsoever, in particular by making false, offensive, defamatory or slanderous statements about OCTOPIA, on any medium or by any means (social networks, exchanges with customers, etc.).
- not to carry out any action or operation aimed at circumventing the system for calculating the quality of service rates provided for in this Annex.
- not to provide inaccurate or incomplete information at the time of registration or subsequently, including but not limited to: false identity, false company information, incorrect parcel tracking number, incorrect country of shipment, or any other information or omission that may undermine the transparency of the transactions offered by the User to Buyers on the Selected Marketplaces or that may reduce the exercise of any of their legal or contractual rights by Buyers, any public authority or any third party.
- not have an account with a debit balance.

APPENDIX 2 - GENERAL TERMS AND CONDITIONS OF THE FULFILLMENT SERVICE

OCTOPIA offers to professional sellers a set of logistics and transport services, as described below (hereinafter the “**Fulfillment Service**”).

These general terms and conditions (hereinafter the “**General Terms and Conditions of the Fulfillment Service**”) set forth the contractual relationship between OCTOPIA and the seller who wishes to subscribe to this service, governing the access to and use of the entire Fulfillment Service.

By registering to the Fulfillment Service, the seller agrees, without reservation, to be bound by these General Terms and Conditions of the Fulfillment Service. .

1.	DEFINITIONS	37
2.	REGISTRATION FOR THE FULFILLMENT SERVICE	38
3.	PRODUCTS ELIGIBLE TO FULFILLMENT SERVICE	40
4.	RECEIPT OF THE SELLER'S PRODUCTS AT FULFILLMENT WAREHOUSES	41
5.	STORAGE SERVICE	42
6.	PREPARATION, DISPATCH AND DELIVERY SERVICE FOR ORDERS PLACED BY BUYERS WITH THE SELLER	43
7.	PRODUCT RETURN SERVICE	44
8.	TAKE-BACK SERVICE.....	45
9.	OPTIONAL ADDITIONAL SERVICES OPTIONAL	47
10.	FINANCIAL CONDITIONS.....	48
11.	INTELLECTUAL PROPERTY	49
12.	GUARANTEES.....	51
13.	LIABILITY	51
14.	INSURANCE.....	52
15.	SUBCONTRACTING.....	52
16.	TERMINATION.....	52
17.	CONFIDENTIALITY	53
18.	PROTECTION OF PERSONAL DATA	54
19.	ETHICS.....	57
20.	MISCELLANEOUS.....	59
	APPENDIX A. SMALL PARCELS	62
	APPENDIX B. "LARGE PARCELS"	72
	APPENDIX C. "CONDITIONS OF USER OF THE FULFILLMENT PORTAL"	79

1. DEFINITIONS

The following definitions apply to these General Terms and Conditions of the Fulfillment Service:

- **Buyer:** means a consumer or professional customer who buys Products from the Seller.
- **External Marketplace:** means a marketplace on which the Seller is registered to sell its Products, to the exception of the OCTOPIA Solution Marketplaces.
- **FFM Portal Seller zone:** means the FFM Portal Seller personal interface made available to the Seller via the FFM Portal, through which the FFM Portal Seller pilots its logistic activity on one or more Marketplaces.
- **FFM Portal Seller:** means a professional seller who registered to the Fulfillment Service via the FFM Portal and for which the registration has been accepted by OCTOPIA.
- **Fulfillment Portal:** means the technical solution offered by OCTOPIA enabling the FFM Portal Sellers to have access to the Fulfillment Service.
- **Fulfillment Service:** means all of the following core services: a storage service, a service for receiving, preparing and dispatching Products, a service for managing returns by Purchasers and, where applicable, the Optional Complementary Service(s).
- **Marketplace:** means either an External Marketplace or an OCTOPIA Solution Marketplace on which the Seller is registered to sell Products.
- **OCTOPIA Solution Marketplace:** means a marketplace which OCTOPIA's client on which the OCTOPIA Solution Seller is registered via the OCTOPIA Solution to sell its Products.
- **OCTOPIA Solution:** means technical solution enabling OCTOPIA Solution Sellers to sell their Products and to manage their activity on the OCTOPIA Solution Marketplaces.
- **OCTOPIA Solution Seller:** means a professional seller registered on the OCTOPIA Solution which has subscribed to the Fulfillment Service and for which the subscription has been accepted by OCTOPIA.
- **OCTOPIA Solution Seller zone:** means the OCTOPIA Solution Seller personal interface made available to the Seller via the OCTOPIA Solution, through which the OCTOPIA Solution Seller manages his shop and pilots its activity on one or more OCTOPIA Solution Marketplaces.
- **Optional Complementary Service:** means one of the services defined in Article 8 below that the User may subscribe to in addition to the Core services of the Fulfillment Service.
- **Parties:** means the Seller and OCTOPIA.
- **Product Sheet:** means the description of the Product offered by the Seller which contains, including but not limited to, the name, the marketing and technical description, the reference of the Product, and, where appropriate, its picture.
- **Product:** good or service sold online by the Sellers to the Buyers on one or several Marketplace.

- **Seller:** means either an OCTOPIA Solution Seller or a FFM Portal Seller.
- **Supply Order or CDA:** means the document generated by OCTOPIA allowing the delivery, receipt and processing of a Product in a Fulfillment warehouse.

2. REGISTRATION FOR THE FULFILLMENT SERVICE

2.1 Registration conditions to the Fulfillment Service

Upon reading and accepting these General Conditions of the Fulfillment Service, the Seller who wishes to subscribe to the Fulfillment Service must complete the online account opening form, available on OCTOPIA Solution Seller zone for the OCTOPIA Solution Sellers or on FFM Portal Seller zone for the FFM Portal Sellers.

For the Sellers outside the European Union, access to the Fulfillment Service is subject to the appointment of an authorised representative established in the European Union, whether it is an importer or an agent who has received a written mandate from the Seller agreeing to carry out the obligations related to the compliance of Products.

OCTOPIA will notify the Seller by email of the acceptance, or not, of his registration.

Upon acceptance by OCTOPIA of its registration application, the Seller will be able to access the FFM Portal Seller zone when selling its Products on an External Marketplace and, for the OCTOPIA Solution Seller, his personal Fulfillment area via the OCTOPIA Seller zone.

2.2 Specific conditions for registration to the Fulfillment Service for the FFM Portal Sellers

For the FFM Portal Sellers, the registration to the Fulfillment Service is also subject to the conditions set forth below as well as to the conditions set forth in **Appendix C “Conditions of user of the Fulfillment Portal”**.

The Seller must complete the account opening form accurately and exhaustively and provide all requested documents. OCTOPIA reserves the right, at its discretion, to request any additional supporting documents, including after the Seller has registered. OCTOPIA also reserves the right to approve or reject any registration request.

The FFM Portal Seller undertakes not to provide inaccurate or incomplete information. Furthermore, the FFM Portal Seller is obliged to inform OCTOPIA spontaneously, via his FFM Portal Seller zone, of any modification concerning the information provided. The FFM Portal Seller is responsible in case of failure to comply with any of these obligations.

If false information has been provided at the time of registration and/or if the FFM Portal Seller fails to inform OCTOPIA of a change, OCTOPIA may ipso jure terminate the Fulfillment Service, in accordance with the conditions set out herein.

Legal entities may register to the Fulfillment Service via the FFM Portal (natural persons having the capacity to sell Products on a professional basis shall be considered as legal entities), registered with the Trade and Companies Register or the Trade Register for companies domiciled in France and with any equivalent register for companies domiciled in another territory, acting in the course of their usual

professional activity and duly declared as such to the tax and social security bodies to which they are subject.

A single legal entity may only have one FFM Portal Seller account.

The FFM Portal Seller must hold a professional bank account with a banking establishment offering sufficient guarantees located in one of the countries included in the Single Euro Payments Area ("SEPA").

The Seller must complete the account opening form accurately and exhaustively, provide all required documents and correct bank details, in particular the IBAN number. OCTOPIA reserves the right, at its discretion, to request any additional supporting documents, including after the Seller has registered. OCTOPIA also reserves the right to approve or reject any registration request.

When registering and using the Fulfillment Service, the Seller undertakes not to provide inaccurate or incomplete information. Furthermore, the Seller is obliged to inform OCTOPIA spontaneously, via his FFM Portal Seller zone, of any modification concerning the information provided. The Seller is responsible in case of failure to comply with any of these obligations.

If false information has been provided at the time of registration and/or if the Seller fails to inform OCTOPIA of a change, OCTOPIA may ipso jure terminate the Seller's registration to the Fulfillment Service, in accordance with the conditions set out herein.

2.3 Username and password

a) For FFM Portal Sellers

When logging in for their first time, and in the interests of confidentiality, the FFM Portal Seller must create a personal username and password.

b) For OCTOPIA Solution Sellers

The username and password of the OCTOPIA Solution must be used by the OCTOPIA Solution Sellers wishing to connect to the FFM Portal.

c) Security rules

The Seller is solely responsible for the security of his/her username and password and shall therefore take all logical and physical measures necessary to preserve their confidentiality. Disclosure to third parties is not permitted. The username and password can only be used to access the FFM Portal OCTOPIA and the Fulfillment Service. The Seller is solely responsible for all acts performed on his behalf. If unauthorised persons gain access to the Seller's password, the Seller shall change it without delay. The Seller is prohibited from accessing the FFM Portal Seller zone or the OCTOPIA Solution Seller zone with the username of another Seller.

The Seller must comply with the instructions available on his FFM Portal Seller zone, and, for the OCTOPIA Solution Sellers, on his OCTOPIA Solution Seller zone. Any update of the Fulfillment Service will be communicated to the Seller who will have to comply with them within the time limits indicated by OCTOPIA.

3. PRODUCTS ELIGIBLE TO FULFILLMENT SERVICE

The Seller shall fill in completely and, in the format, requested by OCTOPIA, the references of the Products that the Seller wishes to entrust to OCTOPIA for execution of the Fulfillment Service.

The Seller must promptly transmit and spontaneously keep up to date all information relating to its Products.

The Seller is informed that the following items - listed by way of example and not limitation – cannot be accepted by OCTOPIA within the frame of the Fulfillment Service:

- a) articles whose advertising, offer or marketing infringe intellectual property rights (copyright and related rights), industrial property rights (trademarks, patents, designs) and any other applicable rights (in particular image rights, privacy rights, personality rights);
- b) articles that infringe a distribution network;
- c) articles that discriminate or incite violence (including weapons in categories A to D as defined by the French law, toys and imitation weapons, etc.), or racial, religious or ethnic hatred;
- d) live animals ;
- e) stolen goods ;
- f) advertising, including links ;
- g) medicines, drugs of any kind or their precursors, articles likely to incite the use of narcotics or substances presented as having the effects of substances or plants classified as narcotics;
- h) items likely to present a danger to health, safety or the environment and in particular items containing radionuclides or pyrotechnic items or explosives precursors;
- i) items that may not be offered or marketed legally, or that infringe public policy or the rights of third parties;
- j) items whose offer or sale are likely to infringe public morality or the image of the Selected Marketplace.

Additional restrictions apply in particular when the Product does not meet the standards set forth in the standard operating procedure of the Fulfillment warehouses.

For each new Product reference that the Seller wishes to entrust to OCTOPIA, the Fulfillment Service will confirm or not its agreement to take charge and will attribute, in case of agreement, a Product reference number.

Fulfillment Service can be refused at any time by OCTOPIA, on one or more Products, in particular if OCTOPIA believes that there is a health, safety or liability risk for OCTOPIA, its staff or third parties or if the Product does not comply with the standards set forth in the standard operating procedure of the Fulfillment warehouses. This right does not in any way exempt the Seller from liability.

In addition, OCTOPIA may suspend the Fulfillment Service for a Product if it does not comply with the Product Sheet to which it is associated. The Seller will be notified by OCTOPIA and will have fifteen (15) working days, from the date of this notification, to send relabelling instructions or tacking back the relevant Product.

In the absence of a response within the aforementioned period, OCTOPIA may request from the Seller to take back its Products in accordance with the provisions of article “Take-back service”.

4. RECEIPT OF THE SELLER'S PRODUCTS AT FULFILLMENT WAREHOUSES

Upon confirmation by OCTOPIA of the registration of the Product references in accordance with article "Products eligible to Fulfillment Service" above, the Seller shall follow the instructions available in his FFM Portal Seller zone and/or OCTOPIA Solution Seller zone to proceed with the delivery of his Products to OCTOPIA's Fulfillment Warehouse. Delivery shall be made in accordance with the standard operating procedure setting up the rules and instructions applicable to the Fulfillment warehouse to which the Seller delivers the Products.

The standard operating procedure of the Fulfillment warehouses is communicated by OCTOPIA to the Seller when he registers for the Fulfillment Service and available on the FFM Portal Seller zone or OCTOPIA Solution Seller zone.

The Seller must wait for the confirmation number(s) indicated on the Supply Order ("**CDA**") corresponding to the order issued by OCTOPIA validating the physical shipment of the Products before shipping the Products to the Seller's Fulfillment warehouse. The Seller shall also provide OCTOPIA with all documents required by the applicable regulations and in particular, if applicable, the import number, the European EORI number or the number of the country of destination if the Product is to be delivered outside the European Union, any code (customs code, etc.) justifying the classification of the Product or its degree of hazardousness and the name of its authorised representative.

The Seller or his authorised representative shall bear the full cost of transporting his goods to the Fulfillment warehouse and shall carry out the transport under his sole responsibility.

OCTOPIA draws the Seller's attention to the fact that, in accordance with the specifications applicable to all Fulfillment warehouses, the CDA allocated by OCTOPIA must be given to the carrier in paper format in addition to the transport documents. Otherwise, OCTOPIA may refuse to accept the Products.

The Seller undertakes to ship the Products in accordance with the Incoterm DDP 2020 (place of destination). The Seller is solely responsible for any loss or damage during transport, for the payment of the transport (including in case of financial year by the carrier of an action against OCTOPIA under the law n°98-69 of February 6, 1998 "Loi Gaysot"), customs duties, taxes and any other charges.

Nor OCTOPIA nor the Fulfillment warehouse to which the Products are expedited are and nor shall appear in any way as an importer, consignee, commission agent or consignee of the Products; whereby OCTOPIA has the right to refuse to accept the Products if the documents provided by the Seller's carrier contain such a mention.

The Seller must ensure that all Products are properly packaged to protect them from damage or deterioration during transport and storage in accordance with the specifications applicable to the Fulfillment warehouse to which the Seller will deliver the Products.

OCTOPIA may provide the Seller with specific instructions regarding the packaging of the Products, which the Seller must follow.

OCTOPIA draws the Seller's attention to the fact that in the event of non-compliance by the Seller with the fulfillment delivery conditions or with the instructions given by OCTOPIA, in particular with regard to packaging or the information that must appear on the delivery notes for the Products, OCTOPIA may, at its discretion:

- either refuse to accept the Products, without incurring any liability;

- or deal with the non-compliance (labelling, packaging, etc.) at the Seller's exclusive expense;
- or suspend and/or terminate all or part of the Fulfillment Service;

under the conditions described in the specifications applicable to the Fulfillment warehouse to which the Seller delivers the Products.

OCTOPIA will inform the Seller in its FFM Portal Seller zone or its OCTOPIA Solution Seller zone, or by e-mail of:

- the Products received by OCTOPIA in its Fulfillment warehouses and successfully integrated in the stock;
- differences between expected and received quantities;
- any disputes upon receipt: non-conformity of the Products, Products not available in the Seller's catalogue;
- any visible damage to the Products' packaging or to the Products themselves;
- refusals to accept orders by OCTOPIA.

In case of disputes upon receipt or damage to the Products or packaging, the Seller will be notified by OCTOPIA. OCTOPIA may request the Seller to take-back the Products in accordance with the provisions of article "Take-back service".

OCTOPIA draws the Seller's attention to the fact that in the event of delivery to the Fulfillment warehouses of a quantity of Products in excess of the quantity of Products mentioned in the "SO " and expected by OCTOPIA, OCTOPIA has the right to accept the excess quantities. The quantities actually received will be reported and can be consulted by the Seller in its FFM Portal Seller zone or OCTOPIA Solution Seller zone.

The Seller is also informed that OCTOPIA may open the packaging of Products delivered to the warehouse in order to check their compliance with the present General Conditions of the Fulfillment Service and/or the applicable regulations.

5. STORAGE SERVICE

5.1 Storage conditions

OCTOPIA will store the Seller's Products which have been accepted by OCTOPIA.

OCTOPIA identifies the Seller's Products with a specific code, based on the data provided by the Seller.

The Seller acknowledges and accepts that his Products are stored by OCTOPIA in accordance with OCTOPIA's storage policy, and that his Products are placed or moved freely by OCTOPIA in its facilities.

5.2 Chemical substances and mixtures

In order to validate the storage of its Products and before the first delivery, the Seller must, if applicable, provide OCTOPIA with a safety data sheet in the language of the country where the Product will be stored. Such safety data sheet must be in accordance with Regulation (EC) No. 1272/2008 on classification, labelling and packaging of substances and mixtures.

OCTOPIA may at any time decide for safety reasons to suspend the receipt of dangerous products and request the Seller to take-back its Products in accordance with the provisions of article "Take-back service".

OCTOPIA reserves the right to not proceed to the storage of the Product depending on the Product's hazard classification and storage constraints.

5.3 Products with a durability date

For the Products having a use-by or durability date (DMD – Date of Minimum Durability, UBD – Used-By Date), the Seller shall take back its Products before their minimum durability date or use-by date is less than one (1) month. In case of non-compliance with this obligation, OCTOPIA may freely dispose of the Products concerned, in particular in order to recycle them if possible.

5.4 Loss or damage during the storage

In case of loss or damage of the Products caused during storage (with the exception of loss of products returned "not new" by the Buyer in accordance with article 'Take-back service", OCTOPIA undertakes to indemnify the Seller in accordance with the compensation conditions set forth in the Appendix to these General Terms and Conditions of the Fulfillment Service.

6. PREPARATION, DISPATCH AND DELIVERY SERVICE FOR ORDERS PLACED BY BUYERS WITH THE SELLER

6.1 Preparation, dispatch service

OCTOPIA provides the Seller with the service of preparing orders for Products placed by Buyers with the Seller via a Selected Marketplace

OCTOPIA will pack the Products (if necessary) and label the packages with the recipient's delivery address as provided by the Seller or the Selected Marketplace. Please note that for logistical optimization reasons and in order to improve its carbon footprint, OCTOPIA will select the most suitable packaging for each Product. Furthermore, OCTOPIA has the right to send the Products of several Sellers to the same Buyer in the same package.

OCTOPIA disclaims all responsibility, in particular for any delay in delivery caused by the incorrect or incomplete provision of the information necessary for OCTOPIA to prepare and dispatch the order.

OCTOPIA will be able to process the preparation of orders without any particular action by the Seller. OCTOPIA informs the Seller that the packaging of the package may mention or contain the name of the Selected Marketplace.

6.2 Delivery Service

The delivery to the Buyer of the Products is only possible to those countries for which OCTOPIA provides delivery. The list of the countries where the delivery is available is indicated in the tariffs grid communicated to the Seller during its registration to the Fulfillment Service.

In this context, and in order to facilitate invoicing and to allow the Purchaser to make a single payment for the entire order, the Seller will offer the Buyer the delivery methods and countries to which OCTOPIA delivers.

Consequently, when placing orders on the OCTOPIA Solution Marketplaces by the Buyers concerning Products entrusted to the Fulfillment Service, the Seller agrees to display exclusively the delivery methods proposed, at that time, by OCTOPIA. The shipping costs are set by the Seller or, if applicable, by the OCTOPIA Solution Marketplace.

Depending on the choice of delivery validated by the Buyer with the Seller, OCTOPIA will carry out, itself, or by its subcontractors, the delivery of the Products, to the delivery address given by the Buyer.

The Seller must include the shipping costs in the invoice he sends to the Purchaser for the delivery service he provides.

In case of a claim by a Buyer on the delivery, OCTOPIA undertakes to provide the information and evidence necessary to deal with the dispute. In any event, OCTOPIA remains responsible for any loss or damage to the Products caused during transport, or for any failure to deliver, with the exception of an address error communicated by the Buyer or the Seller. OCTOPIA undertakes to compensate the Seller for Products lost or damaged in transit in accordance with the terms and conditions set out in the Appendix to these General Terms and Conditions of Fulfillment Service.

7. PRODUCT RETURN SERVICE

In case of return of a Product, OCTOPIA will examine upon receipt the returned Product to attribute a "new" or "not new" condition "(i.e. a Product returned in a condition or packaging that does not allow its immediate reselling).

- In case the Product is returned by the Buyer in "new" condition, OCTOPIA will add it back to the User's saleable stock.
- Conversely, if the Product is returned by the Buyer in "not new" condition, OCTOPIA will not add it to the Seller's saleable stock and will make the Product available to the Seller so that the latter can organise the return of its "not new" stock, under the conditions defined in Article "Take Back service".

It is specified that in the event of return of a Product having a DMD or UBD (Food or cosmetic products), or of a Product no longer presenting a degree of conformity necessary to be remarketed, the returned Product will be considered for health reasons as "not new". For this type of Product for which a return cannot be considered, OCTOPIA will freely dispose of the returned Products, in particular in order to recycle them if possible.

Likewise, in the event of return of a Product having suffered damage due to a design, manufacturing or equivalent defect and for which a return cannot be considered, OCTOPIA will dispose of it freely, in particular in order to recycle it if possible.

OCTOPIA will inform the Seller via its FFM Portal Seller zone or OCTOPIA Solution Seller zone of a return of a "non-new" Product. OCTOPIA reserves the right to ask the Seller to take back "non-new" Products under the conditions set out in the article "Take-back service".

The Seller acknowledges and accepts that it will not be compensated for returns of “non-new” Products except in cases included in the compensation clauses defined in the appendix. If the Seller has been the subject of any compensation, OCTOPIA may freely dispose of the returned “non-new” Products (including giving them away to donations to charity, repairing them, recycle them if possible and/or reselling them, which the Seller acknowledges and accepts).

The Product return service will be invoiced in accordance with the applicable price list.

8. TAKE-BACK SERVICE

8.1 Take-back of Products at Seller request

Provided that the Products are not covered by the article “Specific case of counterfeit Products”, The Seller may at any time request the take-back of a Product stored by OCTOPIA according to the following process .

Starting from the receipt by OCTOPIA of the take back request of Products, OCTOPIA shall have two (2) months to prepare and make available the requested Products at the warehouse where the Products are stored.

In the event that the Seller wishes to take-back hazardous Products, the Seller shall provide OCTOPIA with all documents required by the applicable laws and regulations in relation to their transportation (invoices, hazardous labels, etc.).

OCTOPIA informs the Seller by email of the availability of the requested Products and of the applicable operational procedure (appointment scheduling, ...) that the Seller shall follow.

Starting from aforementioned notification of Products availability, the Seller shall have thirty (30) calendar days to take the Products back at its expense.

If the Seller fails to take-back the Products within the thirty (30) calendar days deadline, OCTOPIA shall give the Seller formal notice, at the latter’s expense, to take the Products back in thirty (30) calendar days.

If within thirty (30) calendar days from the issuance date of the formal notice, the Seller did not proceed with the actual take-back of the Products, OCTOPIA may freely dispose of the Products (including giving them away to charity, recycle them if possible, repairing and/or reselling them), which the Seller acknowledges and accepts.

Specific case: sales of the Product

The Seller may at any time request the sales of the Products to OCTOPIA. OCTOPIA may refuse this request of sale without having to justify its decision.

8.2 Take-back at the OCTOPIA request

Excluding Products covered by the Article “Counterfeit Products”, OCTOPIA may request the Seller to take-back its Product in the following cases but not limited to:

- Product for which there is a dispute upon receipt;
- “Not-new” Product as defined in article “Product return service”;
- Product not compliant with the related Product Sheet;

- Claim from a Buyer, a Marketplace, or any other third-party about the non-compliance nature of a Product,
- lack of labeling,
- Product in stock for more than six (6) months, etc.

OCTOPIA will notify the Seller by email.

The Seller will have one (1) month from receipt of this email to notify OCTOPIA of its decision:

- to accept the return of its Products present in OCTOPIA's warehouses on the deadline, or
- to transfer them to OCTOPIA,

Except in the case where:

- the Products are at risk of security or compelling reason which must be taken back by the Seller within thirty (30) calendar days from the notification of availability,
- the Product does not conform to its labeling, the Seller may also decide to relabel it at its own expense.

In the absence of a response to the email mentioned in the paragraph above by the Seller or a response within the deadline, a recovery procedure is launched.

From the maximum date on which the Seller should have communicated his response, OCTOPIA has a period of two (2) months to prepare and make available the Products subject to the recovery request at the storage warehouse of the Products.

OCTOPIA informs the Seller by email of the effective date of availability of the Products and the operational procedure to follow (making an appointment with the warehouse, etc.).

From the notification of availability of the Products referred to above, the Seller has a maximum period of thirty (30) calendar days to recover the Products at its own expense.

In the absence of effective recovery of the Products by the Seller within thirty (30) calendar days, OCTOPIA will give notice to the Seller, at the latter's expense, to proceed within thirty (30) days to recover the Products. by registered letter with acknowledgment of receipt.

As of this last period of thirty (30) days, Seller has still not effectively recovered all of the Products, OCTOPIA will be able to freely dispose of the Products (including giving them in particular with a view to donations to charity, recycle them if possible, repair and/or resell them), which the Seller acknowledges and accepts.

In the specific case of taking back dangerous goods, the Seller must provide OCTOPIA with all the documents required by the applicable laws and regulations relating to their transport (invoices, dangerousness labels, etc.).

The Seller may request a transfer of its Products free of charge to OCTOPIA. OCTOPIA reserves the right to refuse the Seller's request without having to justify its decision.

8.3 Specific case of counterfeit Products

Upon receipt of a notification from a Buyer, a Marketplace or any other third party informing them of the manifestly infringing nature of a Product, OCTOPIA reserves the right to immediately suspend all or part of the Services.

OCTOPIA will inform the Seller by email. OCTOPIA may request the return of all necessary supporting documents within a maximum of five (5) days. OCTOPIA reserves the right to carry out additional due diligence and destroy the Products at the Seller's expense.

The Seller acknowledges and accepts that Octopia may take these measures without any compensation being paid by Octopia to the Seller.

9. OPTIONAL ADDITIONAL SERVICES OPTIONAL

The Optional Additional Services are only accessible to OCTOPIA Solution Sellers and by registration only. OCTOPIA will inform the Seller by email of the acceptance, or not, of its registration for the Optional Additional Services. The applicable conditions and prices are available before registration and upon simple request via the OCTOPIA Solution Seller Area.

The Optional Additional Services may be offered by OCTOPIA for certain OCTOPIA Solution Marketplaces. The list of OCTOPIA Solution Marketplaces for which the Optional Additional Services can be subscribed to is available on request via the OCTOPIA Solution Seller zone.

9.1 Fulfillment on Demand

OCTOPIA offers a delivery service that allows the Products to move directly from receipt to shipment, without first going through storage in OCTOPIA's warehouses (hereinafter the "Fulfillment on Demand" service). Thus, as soon as the Buyer places an order with the OCTOPIA Solution Seller, the OCTOPIA Solution Seller delivers to the address of OCTOPIA's warehouse and OCTOPIA then takes care of the immediate delivery to the Purchaser without any storage step.

When using the "Fulfillment on Demand" service, the OCTOPIA Solution Seller undertakes to deliver to OCTOPIA's warehouses according to the information provided by the User in the Seller zone and validated by OCTOPIA and within a maximum of 20 (twenty) calendar days from the date of the order of the customer. The OCTOPIA Solution Seller is informed that in the event of failure to comply with the delivery time to OCTOPIA's warehouses to which he has undertaken, the orders concerned will be automatically cancelled.

9.2 Logistic partnership

In order to facilitate the OCTOPIA Solution Seller's shipments and collections to or from one or more of OCTOPIA's storage warehouses, OCTOPIA offers to put the OCTOPIA Solution Seller in contact with one or more logistics partners who can provide inbound and/or outbound transport services and other logistics services from the address of the OCTOPIA Solution Seller's choice to OCTOPIA's warehouses or vice versa.

The applicable conditions and rates are available on request via the OCTOPIA Solution Seller zone.

Travel expenses are borne by the User and are the sole responsibility of the OCTOPIA Solution Seller User.

Notwithstanding the provisions of article “Liability”, in the event of loss or damage to the Products during the performance of the upstream and downstream transport services, OCTOPIA's liability shall be limited to the amount of compensation applicable to the transport of goods as provided for by the regulations in force at the time of the event giving rise to liability.

10. FINANCIAL CONDITIONS

10.1 Tariffs grid

The current tariffs grids for the Fulfillment Service are provided by OCTOPIA to the Seller upon registration to the Fulfillment Service and are available in the OCTOPIA Solution Seller zone and FFM Portal Seller zone.

The Seller is informed that specific rates may apply for certain Marketplaces. These rates are communicated to the Seller and are available in the OCTOPIA Solution Seller zone.

The rates of the optional additional services offered by OCTOPIA are available on request via the OCTOPIA Solution Seller zone.

The rates are revisable by OCTOPIA in accordance with the provisions of article 6 “Modification of the General Terms and Conditions of the Fulfillment Service”.

If the Seller does not agree, the Seller may terminate the Fulfillment Service in accordance with article “Termination for convenience”.

10.2 Payment terms

OCTOPIA's invoices become due immediately following their issue and are subject to a debit per decade from the Octopia Solution seller account or payment by transfer within ten (10) days for FFM Portal Sellers.

The Seller gives OCTOPIA the irrevocable right to delegate its debt at any time to any entity of its choice.

10.3 Late payment

In accordance with the legal provisions in force, OCTOPIA hereby advises the Seller that in the event of late payment, default interests will be due ipso jure on the due date of the invoice, at a rate equal to three (3) times the legal interest rate, as well as a lump-sum compensation set at forty (40) euros for collection costs. Furthermore, in the event of late payment, all invoiced amounts shall become immediately payable and may be recovered by direct debit or any other means.

For the OCTOPIA Solution Sellers, a set-off will take place ipso jure between the claims held by OCTOPIA against the OCTOPIA Solution Seller and those held by the OCTOPIA Solution Seller against OCTOPIA.

Consequently, the OCTOPIA Solution Seller expressly agrees that the set-off of amounts owed by the OCTOPIA Solution Seller to OCTOPIA under the present General Terms and Conditions shall be automatic and immediate.

In the event of late payment or default of payment of any amount due by the Seller to OCTOPIA, the latter reserves the right to:

- delay the delivery of all or part of the Products entrusted to it by the Seller until full payment of all sums owed by the Seller to OCTOPIA on any grounds whatsoever; or
- retain for a resale value covering the sums due by the Seller any Product of the Seller entrusted to it until full payment by the User of all sums due; and where applicable
- dispose of the Product(s) concerned at its discretion after the expiry of a period of thirty (30) calendar days following a formal notice which has remained unsuccessful to pay the sums due to OCTOPIA. At the end of this period, ownership of the Products will automatically be transferred to OCTOPIA which will be free to dispose of the Products (including, in particular, to donate them to charities, to repair and/or resell them and, as a last resort and in very limited cases (e.g. counterfeiting), to destroy them), which the Seller acknowledges and accepts.

In addition, OCTOPIA will withdraw the stock of Products and will suspend all current or future deliveries.

11. INTELLECTUAL PROPERTY

11.1 Licence granted by OCTOPIA to the Seller

The OCTOPIA Solution Seller zone and/or the FFM Portal Seller zone, the trademarks, the domain names, the databases, the software, the contents and all other elements composing the OCTOPIA Solution or accessible to the User when accessing the Services, without this list being exhaustive (hereinafter the "**Protected Material**"), are the exclusive property of OCTOPIA or the property of third parties who have granted a licence to it or a right of use.

OCTOPIA grants to the Seller a non-exclusive and free licence to use the Protected Material, which the Seller may use exclusively in connection with the use of the Fulfillment Services. This licence is granted solely for the territory of the Marketplaces and for the duration of the contractual relationship between the Seller and OCTOPIA, it is non-transferable and shall not be considered as a transfer of ownership. The User is therefore prohibited from assigning, transferring, lending, sub-licensing, delegating or conceding to a third party, even free of charge, directly or indirectly, any right to use the Protected Material.

In no event shall the Seller:

- attempt to copy, modify, reproduce, create any derivative work, alter, create a mirror, republish, download, display, transmit or distribute all or any part of the Protected Material in any form, on any medium or by any means whatsoever,
- attempt to disassemble, reverse engineer or otherwise make comprehensible all or part of the Protected Material,
- access all or part of the Protected Material for the purpose of designing a competing solution,
- access Protected Material in the form of source code or unlocked coding with comments,
- use a robot, in particular a spider, a search or retrieval application for websites or any other means allowing the retrieval or indexing of all or part of the data and Protected Material,

- attempt in any way to remove, circumvent any technical protection measure (TPM), use or manufacture for sale or hire, import, distribute, sell or hire, offer for sale or hire, promote for sale or hire, or hold for private or commercial use any means of facilitating the removal or unauthorised workaround of TPM,
- use the Protected Material to provide services to third parties or sublicense, sell, rent, assign, distribute, display, disclose, commercially exploit or otherwise make available the Protected Material to any third party.

11.2 Licence granted by the Seller to OCTOPIA

The Seller grants to OCTOPIA, for its different activities, a non-exclusive, sublicensable and free licence to use all elements protected or not provided by the Seller, including, but not limited to, trademarks, company name, trade name, logos, as well as and all other graphic, visual or textual elements provided by the User to OCTOPIA (hereinafter the "**Seller Elements**").

This license applies to any modifications, updates, improvements or developments that the Seller may introduce to the Seller Elements.

Such licence is granted to OCTOPIA worldwide and for the duration of the protection of the Seller Material by intellectual property rights.

Such a licence covers in particular:

- **the right of reproduction** which includes in particular the right to reproduce all or part of the Seller Material and to make an unlimited number of copies on any medium, in any form and by any means, known or unknown to date, and in particular on any paper, analogue, digital, electronic or magnetic media, on any videograms, discs, on any type of computer file, on any emails, internal or commercial documents, on any multimedia media,
- **the right of representation**, which includes in particular the right to publish or communicate to the public all or part of the Seller Material, in any way whatsoever, by any process whatsoever, known or unknown to date, and in particular by any electronic communications network, including the Internet,
- **the right to adapt**, which includes in particular the right to correct, modify or make any adaptation of all or part of the Seller Material, in particular when such adaptation is made necessary by the Services, the right to translate all or part of the Seller Material into any language and the right to create any derivative work,
- **the right of exploitation**, which includes in particular the right to use in any form, to publish, to distribute, to license, to use as a commercial reference, to lend or to give all or part of the Seller Material or any of their elements for the needs related to the execution of the Fulfillment Service, and more generally for the sale of the Products by the Seller on a Marketplace and for any type of exploitation related to OCTOPIA activities.

However, it is understood that OCTOPIA will not modify any of the Seller's distinctive signs provided, except to resize them to the extent necessary for the presentation, for example in cases where online presentation or ergonomic constraints require it, as long as the proportions remain the same.

12. GUARANTEES

The Seller represents and warrants to OCTOPIA that:

- where the Seller Material are protected by intellectual property rights, the Seller is the owner of the intellectual property rights allowing the Seller to make available to OCTOPIA the information provided (texts, images, photos, trademarks, logos, etc.), and to publish them on the Marketplaces,
- in any case, the Seller Materials are not likely to infringe the rights of third parties, nor the laws in force, and in particular the provisions relating to defamation, insult, privacy, image rights, or public decency, and do not constitute, in whole or in part, counterfeiting, unfair competition or parasitism,
- the Seller Material and any other files the Seller sends to OCTOPIA are free of viruses and cannot affect the operation of the OCTOPIA Solution or the FFM Portal,
- the Seller is the owner or holder of the rights necessary for the sale of the Products via the Marketplaces and that these Products do not infringe any third party rights worldwide, in particular that their sale on the Marketplaces does not infringe a selective or exclusive distribution network,
- it complies with the regulations in force and applicable to its field of activity and that its Products comply with the regulations in force (e.g. CE standard).

Consequently, the Seller guarantees OCTOPIA and/or its assignees against any claim, action, lawsuit and condemnation against OCTOPIA and/or its assignees, whatever the form and nature, having as cause or object the use of the Seller Material or of the elements composing them under the conditions defined in the present General Terms and Conditions of the Fulfillment Service, as well as against any direct damage or sanction of which OCTOPIA and/or its assignees would be the object because of the failure by the Seller of its obligations under the present article.

13. LIABILITY

OCTOPIA does not assume or substitute itself for the Seller's obligations towards its Buyers.

In this respect, OCTOPIA reminds the Seller that it is the Seller's responsibility, in particular, to:

- act in accordance with the legislation relating to consumer protection,
- pay all taxes and contributions,
- act in accordance with the legislation relating to the amended Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016, and in particular to ensure that Purchasers are able to exercise their rights of opposition, rectification and access to data concerning them.

OCTOPIA's liability towards the Seller may only be undertaken on the basis of a proven fault and up to the amount of direct damage (excluding any other damage). OCTOPIA aggregate liability shall not exceed the amount excluding taxes of the Fulfillment Service invoiced by OCTOPIA for the last twelve (12) months preceding the event giving rise to the liability, being specified that the compensation already paid by OCTOPIA under Appendices A and B will be deducted from the compensation for the loss.

14. INSURANCE

The Seller certifies that it has taken out an insurance policy with a solvent insurance company established in France for all the financial consequences of its professional, tortious and/or contractual civil liability for bodily injury, material and immaterial damage caused to OCTOPIA and to any third party in the performance of these General Terms and Conditions of the Fulfillment Service. In this respect, the Seller undertakes to pay the premiums and contributions relating to the aforementioned insurance policy and, in general, to comply with all the obligations, in order to cover all its activities.

In addition to the foregoing, the Seller is informed that OCTOPIA did not subscribed any insurance related to the Products entrusted by the Seller to OCTOPIA. In addition, the User and its insurers waive any right to bring a claim or institute proceedings against OCTOPIA, its subcontractors and their respective insurers with respect to any kind of damage caused to the Products during the performance of the Fulfillment Service whichever the cause, nature or amount including, without limitation, any consequential loss or damage that may result for such performance.

15. SUBCONTRACTING

OCTOPIA may subcontract, in whole or in part, its obligations. In any event, OCTOPIA will remain the sole interlocutor of the Seller and will remain solely responsible for the execution of the entire Fulfillment Service within the limits mentioned in article "Liability".

OCTOPIA undertakes to settle any disputes with its subcontractor(s) directly, without involving the Seller.

16. TERMINATION

16.1 Termination for convenience

Each of the Seller and OCTOPIA may, at any time, without cause, and without any cost, penalty or obligation whatsoever, terminate the Fulfillment Service in accordance with the following provisions:

at the Seller's initiative without prior notice, by terminating the User's registration via the OCTOPIA Solution Seller zone or the FFM Portal Seller zone;

- at OCTOPIA's initiative, by notifying the Seller of this decision by registered letter with acknowledgement of receipt, with a notice period of ninety (90) calendar days.

16.2 Termination for breach

In the event of a breach by the Seller or by OCTOPIA with an obligation, and/or with any of the obligations inherent in the activity carried out, the contractual relationship between the Seller or OCTOPIA may be terminated at the option of the other Party.

Termination will take place ten (10) calendar days after formal notice has been served by registered letter with acknowledgement of receipt to the defaulting party, which has remained unsuccessful. In this case, the other Party may terminate it by sending a second registered letter with acknowledgement of receipt to the defaulting Party.

In the event of serious and/or repeated negligence, termination may take place immediately, by sending a registered letter with acknowledgement of receipt to the defaulting Party stating the serious and/or repeated negligence attributable to the latter.

Termination shall be without prejudice to any other rights or actions against the defaulting Party.

16.3 Termination due to termination of the OCTOPIA Solution Seller's registration to the OCTOPIA Solution

Termination of the OCTOPIA Solution Seller's registration to the OCTOPIA Solution will ipso jure result in termination of the Fulfillment Service without any formality.

Conversely, termination of the Fulfillment Service does not result in termination of the OCTOPIA Solution Seller's registration to the OCTOPIA Solution.

16.4 Effects of termination

Upon receipt of the notice of termination by either Party, OCTOPIA will:

- within five (5) working days, technically close down (information systems) the entry and exit of Products in stock;
- within thirty (30) working days, make the Products available for collection by the Seller.

OCTOPIA will inform the Seller when the Products have been made available. The Seller undertakes to make an appointment as soon as possible after the Products have been made available by OCTOPIA, for the actual collection of the Products, at the latest within thirty (30) calendar days following the notification of the actual availability of the Products. If the Seller fails to take-back the Products, OCTOPIA may freely dispose of the Products (including giving them away to charity, recycle them if possible, repairing and/or reselling them), which the Seller acknowledges and accepts.

The services provided by OCTOPIA until the Products are taken back by the Seller, will be invoiced by OCTOPIA to the Seller in accordance with **Appendix A** of these General Terms and Conditions of the Fulfillment Service.

17. CONFIDENTIALITY

The Seller and OCTOPIA agree to maintain the confidentiality of all information received and transmitted in connection with the use of the Fulfillment Service, including all technical, commercial, accounting or financial information ("**Confidential Information**").

Consequently, it is agreed between the Seller and OCTOPIA that all Confidential Information communicated between them will be kept by the recipient in the same manner as it keeps its own confidential information, that such Confidential Information will not be copied or reproduced and that it will only be used for the purposes hereof. The Seller and OCTOPIA shall ensure that all their employees, Processors and any other person involved in the performance of these General Terms and Conditions of the Fulfillment Service comply with this confidentiality obligation.

At any time the Confidential Information shall, at the direction of the originator of the Confidential Information, either be returned to the originator within seven (7) working days of the originator's request or be destroyed. Confidential Information does not include any information that:

- is publicly known at the time of its disclosure regardless of any breach of confidentiality,

- would already be known by the Seller, provided that the Seller can justify such knowledge,
- would have been communicated by a third party in a lawful manner and received in good faith, without restriction or breach of an obligation of confidentiality,
- has been independently developed by the Seller, without use of, or reference to,
- would constitute information whose use or disclosure has been specifically authorised by OCTOPIA.

Confidential Information may be disclosed by the Seller in the following cases:

- only to the extent required by law, including by any administrative or judicial authority, in such circumstances and to the extent permitted by law, the Seller shall notify OCTOPIA in writing, and
- in the context of defending its interests in litigation.

This confidentiality obligation shall continue after these General Terms and Conditions of the Fulfillment Service has been terminated for any reason whatsoever, for a period of five (5) years.

18. PROTECTION OF PERSONAL DATA

The terms "*Personal Data*", "*Processing*", "*Individual concerned*", "*Data Controller*" and "*Processor*" have the meaning given to them in Article 4 of Regulation (EU) No 2016/679 of April 27th, 2016 on the protection of personal data. In the context of the execution of these General Terms and Conditions of the Fulfillment Service, the Seller is the Data Controller and OCTOPIA is the Processor with respect to the Seller.

However, OCTOPIA will be the Data Controller for all processing relating to the management of its activity, for which the present provisions are not applicable. For further information on the processing of personal data, the User may consult the Privacy Policy.

18.1. The Parties undertake, each insofar as they are concerned, to comply with the applicable laws and regulations, this term referring to all laws, regulations and other national and European standards applicable to the processing of personal data implemented in the context of the Fulfillment Service, including in particular Regulation (EU) No. 2016/679 of April 27th, 2016 on the protection of personal data (hereinafter referred to as the "Regulation") and all national laws of the Member States of the European Union adopted in addition to or pursuant to the provisions of the Regulation, such as and in a non-limitative manner, the law n°78-17 of January 6th, 1978 relating to data processing, files and freedoms, as well as, where applicable, the laws, regulations and other national, European and international standards applicable to the processing of electronic communications data, to the use of tracking technologies such as cookies and to direct prospecting (commonly known as "e-Privacy" rules).

18.2 The Processor processes, on behalf of the Data Controller, in the context of the Fulfillment Service:

- The following personal data: surname, first name, invoicing and delivery addresses, landline or mobile telephone number, e-mail (encrypted or unencrypted depending on the sales channel) of Purchasers or any other document that may be requested as part of the claims' management with carriers.
- The categories of individuals concerned: The Buyers

- For the following purposes: the management and delivery of the Products to the Buyers, compliance with its legal and/or regulatory obligations and the management of any disputes arising in connection with the delivery of the Products.

18.3 Processor's Tasks

The Processor undertakes to:

- process the Personal Data solely for the purpose(s) which is/are the subject of the subcontracting;
- Process Personal Data according to the instructions documented by the Data Controller;
- Immediately inform the Data Controller if the Subcontractor considers that an instruction violates applicable laws and regulations;
- to ensure the confidentiality of the Personal Data processed;
- to immediately inform the Data Controller of any modification or change that may affect the Processing of the Personal Data entrusted to the Processor;
- to respect the retention period of the Personal Data with respect to the purposes for which they were collected or transmitted and to delete the Personal Data at the end of the retention period, in compliance with the legal obligations applying to the Parties.

18.4 Subprocessing

The Processor is authorised to use another processor (hereinafter the "**Subprocessor** ") to carry out specific processing activities. The Processor undertakes to enter into a processing Agreement with the Subprocessor (i) prior to any subcontracting that has an impact on the Processing activities (ii) holding the Subprocessor to the same or equivalent obligations as those imposed on it hereunder. The Subprocessor shall provide sufficient guarantees and in any event, the same or equivalent to those provided by the Processor and may only recruit other Subprocessor(s) in accordance with the terms and conditions herein.

At least fourteen (14) days prior to the addition/replacement of a Subprocessor, the Processor shall inform the Data Controller. In the event that the Data Controller opposes this addition/replacement, within seven (7) days of the information being received, the Data Controller will have the right to terminate the Fulfillment Service without charge.

The Data Controller is informed that, at the date of acceptance of the present document, the Processor has recourse to Subprocessors specialising:

- in warehouse management
- in transport
- in the additional services.

18.5. Information to the Data Subjects

It is the Data Controller's responsibility to provide information to the Individuals concerned by the Personal Data Processing operations (i) in case of direct collection from the Individuals concerned, at the time of collection of the Personal Data and (ii) in case of indirect collection, within a reasonable period of time not exceeding one month, after having obtained the Personal Data or at the latest at the time of the first communication

18.6. Exercise of Individuals' Rights

Where Individuals concerned make requests to the Processor to exercise their rights, the Processor must address such requests to the Seller on the OCTOPIA Solution Seller zone or the FFM Portal Seller zone immediately upon receipt.

18.7. Notification of Breaches

The Processor shall inform the Data Controller of any Violation as soon as possible after becoming aware of it via the OCTOPIA Solution Seller zone or the FFM Portal Seller zone. The notification shall contain the information referred to in Article 33.3 of the Regulations. Insofar as it is not possible to provide all this information at the same time, the information may be provided in a staggered manner without undue delay.

18.8. Assistance and documentation of the Processor in the context of the Compliance of the Data Controller with its obligations

The Processor undertakes to assist, as far as is reasonable, the Data Controller in fulfilling its obligations under applicable Laws and Regulations.

In the event that the Processor considers that a documented instruction from the Data Controller concerning the Processing entrusted to it could be considered unlawful with regard to the Laws and regulations applicable to the protection of personal data, or could lead to a breach or violation of the latter, the Processor undertakes to inform the Data Controller immediately, it being specified that the Data Controller shall remain the sole judge between the Parties of the validity of the instructions given concerning the Processing entrusted.

18.9. Security of Personal Data

The Processor undertakes to implement the appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risk(s) linked to the protection of Personal Data.

18.10. Transfers of Personal Data

The Subcontractor is authorised by the Data Controller to operate any cross-border flow, in particular outside the European Union, of Personal Data necessary for the performance of specific processing activities.

In the event that the transfer takes place to a country recognised as "not offering a sufficient level of Personal Data protection" by the European Commission, the Subcontractor will be obliged - prior to any transfer - to formalise an agreement for the transfer of Personal Data outside the European Union signed between the Subcontractor, acting as an agent of the Data Controller and "exporter of Personal Data" and its own Subprocessor qualified as a "Personal data importer" and to ensure that the terms and

obligations of this agreement are scrupulously respected by its subcontractor, on the basis of the European Commission's Standard Contractual Clauses, or, where applicable, of those adopted by a supervisory authority in accordance with the consistency control mechanism, then by the Commission. Thus, the level of protection guaranteed within the European Union must be guaranteed by the Processor and the necessary measures to compensate for the insufficient protection of Personal Data must have been taken.

18.11. Finality of Personal Data

Upon completion of this agreement, the Processor undertakes, in accordance with the instructions given by the Data Controller, to proceed with the definitive and irreversible deletion of all the Personal Data communicated for the performance of the services, including all existing copies in the Processor's information systems. The Processor must order all of its Subprocessors to carry out this deletion.

18.12. Data Protection Officer

Contact details of the Processor's Data Protection Officer: dpo@octopia.com.

18.13. Documentation and Auditing

The Processor shall provide the Data Controller with the documentation necessary to demonstrate compliance with its obligations. The Data Controller may conduct or have conducted by a third party auditor bound by a confidentiality agreement and not a competitor of the Processor, at its own expense, no more than once (1) per year, during normal business hours, subject to fifteen (15) working days' notice including the designation of the persons or entities appointed to carry out the audit, an audit of the Processor with a view to verifying the latter's compliance with its obligations hereunder. If the Processor has had an audit carried out in the same year as the Data Controller's audit request, the Processor may provide a copy of a summary of the audit report on a confidential basis, in lieu of the Data Controller's conduct of the audit.

18.14. Obligations of the Data Controller towards the Processor

The Data Controller undertakes to document in writing any instructions regarding the Processing of Personal Data by the Processor. The Data Controller shall remain solely responsible for the lawfulness of the Processing entrusted to it, particularly with regard to the principles and obligations laid down by the applicable Laws and regulations concerning in particular the legal basis for the Processing entrusted to it and the information provided by the Processor to the Individuals concerned.

19. ETHICS

19.1. Mindful of the stakeholders with whom it interacts, OCTOPIA is committed to promoting responsible business throughout its supply chain through the 9 undertakings of the Group's Ethical Charter, which can be accessed at the following link: https://www.groupe-casino.fr/wp-content/uploads/2018/04/Ethical_Charter.pdf.

OCTOPIA expresses its adherence to the principles contained in the texts listed below, which it recognises as representing absolute minimums in the field of human rights:

- The Universal Declaration of Human Rights adopted by the United Nations General Assembly as Resolution 217 A (III) on December 10th, 1948;

- The International Labour Organization (ILO) Declaration of June 1998 on the fundamental principles and rights of work, namely:
 - freedom of association and the effective recognition of the right to collective bargaining (Conventions 87 and 98);
 - The elimination of all forms of forced or compulsory labour (Conventions 29 and 105);
 - The effective abolition of child labour (Conventions 138 and 182) ;
 - Elimination of discrimination in respect of employment and occupation (Conventions 100 and 111) ;
- And in general, the 10 principles adopted by the United Nations Global Compact to which the CASINO Group has adhered since 2009.

(hereinafter collectively the "**Standards**").

By accepting these General Terms and Conditions of the Fulfillment Service, the Seller undertakes to supply only Products that comply, under conditions that comply, with the principles of these Standards, with the national and international laws that apply to the exercise of its activity and with the applicable international rules.

OCTOPIA is committed to fighting climate change, reducing pollution, protecting natural resources and biodiversity. In this respect, the Seller undertakes both for itself and for its employees, agents, representatives or persons acting on its behalf to comply with all laws and standards relating to the protection and/or preservation of the environment applicable to its sector.

19.2. OCTOPIA also places particular emphasis on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing. As subject to the provisions of Law 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, the CASINO Group has implemented the measures and procedures imposed under Article 17-II of the said law, in particular by deploying a new version of its Code of Ethics and Business Conduct, accessible via <https://www.groupe-casino.fr/wp-content/uploads/2020/04/Code-of-ethics-and-conduct.pdf>, in all of its subsidiaries including OCTOPIA.

The Seller undertakes both for him/herself and for his/her employees, agents, representatives or persons acting on his/her behalf to:

- To comply with all applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- Not to do, by action or omission, anything that would be likely to engage the responsibility of OCTOPIA for non-compliance with any applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To put in place and maintain all internal policies and procedures necessary to ensure compliance with all applicable regulations in the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To inform OCTOPIA without delay of any event which may come to its attention and which could result in non-compliance with any applicable regulation in the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To provide all necessary assistance to OCTOPIA in order to respond to any request from a duly authorised authority relating to the fight against fraud, corruption, influence peddling, money laundering and terrorist financing.

Consequently, the Parties expressly agree that the Seller, as well as its employees, agents, representatives or persons acting on its behalf, shall refrain, directly or indirectly, from carrying out, participating in or executing any act, step or attempt that may contravene the aforementioned texts and principles.

In this respect, the Seller undertakes to comply in all respects with the provisions of the Declaration of Integrity accessible at the following link: [Declaration of Integrity](#).

OCTOPIA may decide to terminate the Seller's registration to the Fulfillment Service if the Seller violates the Standards or the commitments made in the Integrity Statement and/or refuses to take the necessary measures to resolve the non-conformities brought to its attention.

20. MISCELLANEOUS

20.1 Modification to the General Terms and Conditions of the Fulfillment Service

OCTOPIA may make changes to these General Terms and Conditions of the Fulfillment Service at any time.

Sellers will be informed of such changes by an e-mail sent by OCTOPIA fifteen (15) calendar days before the effective date of the modified General Terms and Conditions of the Fulfillment Service. The Seller is free to accept the modified Terms and Conditions or to terminate its collaboration with OCTOPIA in accordance with article "Termination for convenience".

20.2 Independence of the Parties

OCTOPIA and the Seller shall in no way be considered as partners in any common entity. The Parties also acknowledge that these General Terms and Conditions of the Fulfillment Service do not constitute an association or a franchise by one of the Parties to the other. Under no circumstances shall a Party be considered directly or indirectly as an employee of the other Party.

The Seller carries out his activity on the Marketplaces independently and at his own risk.

20.3 No waiver

The failure of either Party to rely on a breach by the other Party of any of its obligations under these General Terms and Conditions of the Fulfillment Service or the delay in exercising any of the rights shall not constitute a final waiver of the performance of that provision or the exercise of that right or any other right.

20.4 Assignment and transfer

OCTOPIA shall be entitled at any time to assign or transfer these General Terms and Conditions of the Fulfillment Service in whole or in part to any company controlled directly or indirectly by the CASINO Group within the meaning of Article L 233-3 of the Commercial Code.

20.5 Severability

If one or more provisions of these General Terms and Conditions of the Fulfillment Service are considered null and void or declared as such in application of a law, a regulation or following a final decision of a competent court, the other provisions shall retain their full force and scope.

20.6 Force Majeure

The Parties shall not be held responsible or considered to have failed to comply with these General Terms and Conditions of the Fulfillment Service, for any delay or non-performance when the cause of the delay or non-performance is related to a case of force majeure, as defined by the French Civil Code and the jurisprudence of the French Cour de Cassation.

20.7 Notifications

Except where the General Terms and Conditions of the Fulfillment Service provide for a particular form of notification, any notification may be made by e-mail to the address indicated by OCTOPIA on the OCTOPIA Solution Seller zone or the FFM Portal Seller zone or be sent in writing to the following address: 120 -126 Quai de Bacalan, 33000 Bordeaux, France.

20.8 Survival of Provisions

It is expressly stipulated that the articles "*Guarantees*", "*Confidentiality*", "*Protection of Personal Data*", "*Intellectual Property*", "*Liability*" and "*Applicable Law and Jurisdiction*" shall in all circumstances survive the end of the contractual relationship between the Parties, whatever the cause.

20.9 Language

It is expressly stipulated that the French version of the General Terms and Conditions of the Fulfillment Service prevails over these General Terms and Conditions of the Fulfillment Service, which are a mere translation.

20.10 Applicable Law and Jurisdiction

The General Terms and Conditions of the Fulfillment Service are governed by French law to which the Parties expressly refer. French law is therefore the only applicable law notwithstanding any conflict of law rule that may be applicable.

Any dispute relating to the General Terms and Conditions of the Fulfillment Service shall be subject to an attempt at amicable settlement between the Parties.

The Parties may, at any time and before any referral to the competent courts, request mediation from the following two mediation bodies

- The "Médiateur des Entreprises", which can be contacted at the following site: <https://www.economie.gouv.fr/mediateur-des-entreprises>
- The Bordeaux Center of Mediation- close to the Chamber of Commerce and Industry of Bordeaux Gironde at 17 place de la Bourse 33000 Bordeaux. The Parties shall then be subject to the mediation rules of the Bordeaux Mediation Centre, as well as to the schedule in force (<https://www.bordeauxgironde.cci.fr/article/le-centre-de-mediation-de-bordeaux>) of which they declare to have been informed and to which they declare to adhere.

At the end of the mediation, if the Parties have not reached an agreement, the dispute may then be submitted to the Courts of the Bordeaux Court of Appeal.

This express attribution of jurisdiction shall also apply in the event of multiple defendants and for any claim, including in the event of any intervention or call for guarantee, and for emergency proceedings, conservatory proceedings, summary proceedings, or upon referral.

APPENDIX A. SMALL PARCELS

This applies to all Products for which the weight is < 30kg AND the development (width + length + height) is < 2m

A.1. SMALL PARCELS TARIFFS

A.1.1. Storage

The storage is carried out in the warehouse(s) provided by OCTOPIA and chosen by OCTOPIA depending on the Product. The warehouse where the Product shall be delivered by the Seller will be indicated in the "CDA"

The price of the storage service for Products entrusted by the Seller to OCTOPIA under the Fulfillment Service is calculated per Product reference and depending on:

- the volume in m3 of storage (including packaging) of each Product reference in question;
- the country in which the Product is stored.

The tariffs grid applicable to this service is provided during the registration process of the Seller to the Fulfillment Service and is available in the OCTOPIA Solution Seller zone or FFM Portal Seller zone.

The storage service is invoiced by OCTOPIA to the Seller on a monthly basis. The Seller is informed that, depending on the Marketplace, a specific invoicing may apply. In such case, the invoicing milestone shall be defined in the tariffs grid applicable to such Marketplace.

In the event that the Seller takes its Products back pursuant to article 8 "TAKE-BACK SERVICE", OCTOPIA shall invoice the storage until the Products are effectively taken back by the Seller or until the closure date of the request in the event that the Seller to transfer the ownership of its Products to OCTOPIA.

A.1.2. Shipment of stored Products

The price for shipping stored Products is calculated per package and is based on:

- the weight of the Product (including packaging) or, when mentioned in the tariffs grid, the volumetric weight, whichever is higher.
- the monthly volume of shipments when mentioned in the tariffs grid,
- the mode of transportation selected,
- the country in which the Product is stored,
- the country to which the Product is shipped.

This price also includes the services of reception, preparation, delivery of the stored Products and consumables for packaging.

The tariffs grid applicable to this service is provided during the registration process of the Seller for the Fulfillment Service and is available in the OCTOPIA Solution Seller zone or the FFM Portal Seller zone. The Seller is informed that for these services, specific tariffs grids may apply depending on the Marketplaces. If applicable, the specific tariffs grid will be communicated to the Seller by OCTOPIA during the registration process for the Fulfillment Service for that said Marketplace and will be available in the OCTOPIA Solution Seller zone or the FFM Portal Seller zone.

The shipping service is invoiced by OCTOPIA to the Seller on a monthly basis. The Seller is informed that, depending on the Marketplace, a specific invoicing may apply. In such case, the invoicing milestone shall be defined in the tariffs grid applicable to such Selected.

A.1.3. Management of returns and other services

The tariffs grid applicable to these services is provided during the registration process of the Seller for the Fulfillment Service and is available in the OCTOPIA Solution Seller zone or the FFM Portal Seller zone. The Seller is informed that for these services, specific tariffs grids may apply depending on the Marketplaces. If applicable, the specific tariffs grid will be communicated to the Seller by OCTOPIA during the registration process for the Fulfillment Service for that said Marketplace and will be available in the OCTOPIA Solution Seller zone or the FFM Portal Seller zone.

These services are invoiced by OCTOPIA to the Seller monthly based on the services performed by OCTOPIA the previous month. The Seller is informed that, depending on the Marketplace, a specific invoicing may apply. In such case, the invoicing milestone shall be defined in the tariffs grid applicable to such Marketplace.

A minimum charge for Repossession/Assignment/Sorting Non-Conforming Receipt/ Litigation Audit may be applicable for some warehouses. In such case, this minimum charge will be mentioned in the applicable tariffs grid.

A.2. COMPENSATION

A.2.1. Compensation for loss or damage of Products caused by OCTOPIA during storage of the Products

In case of loss or damage to a Product caused by OCTOPIA while the Product is stored in a Fulfillment warehouse, excluding any damage that the Product may suffer as a result of a design, manufacturing or equivalent defect, the Seller may request a compensation in accordance with the conditions set forth hereafter.

The provisions of this article apply to all Marketplaces and to all Fulfillment warehouses.

A.2.1.1 Claim for compensation

Subject to the provisions of Articles A.2.1.2 "Shrinkage rate" and A.2.1.3 "Amount of compensation", OCTOPIA will compensate the Seller:

- automatically in case of damage to a Product,
- subject to receipt by OCTOPIA of a written request from the Seller in the event of loss of a Product

A.2.1.2 Shrinkage Rate

The Seller accepts a shrinkage rate of 0.5% (half percent) (hereinafter the "Shrinkage Threshold").

The shrinkage rate is calculated as follows:

Shrinkage rate =
$$\frac{\text{Value of the Products in deviation (loss or damages made to Products cause by OCTOPIA during their storage)}}{\text{Value of the shipped Products of the month}}$$

The compensation will be due by OCTOPIA only if the shrinkage rate is higher than the Shrinkage Threshold. In such case, OCTOPIA will compensate the Seller above the Shrinkage Threshold.

A.2.1.3 Amount of Compensation

Subject to the provisions of Articles A.2.1.1 and A.2.1.2 above, the Seller may be entitled to a receive a compensation whom amount is calculated as follows:

Compensation Amount = Average Product Amount before tax -30 %

Where:

- The Average Product Amount before tax corresponds to the average sales price recorded by OCTOPIA in its databases over the one hundred and eighty (180) days preceding the Seller's claim for compensation or on the internet. In the event that OCTOPIA is unable to calculate the Average Product Amount, OCTOPIA may request from the Seller an invoice for the purchase of the Product or any other evidence of the manufacturing cost of the Product. In this case, the Compensation Amount will correspond to the purchase price or the manufacturing cost of the Product.
- Thirty per cent (30%) corresponds to a fixed deduction.

The maximum compensation amount for each Product category is defined in the table below (the "Maximum Compensation Amount"). In no event, shall the amount of compensation for a Product exceed the Maximum Compensation Amount.

Maximum Compensation Small Parcel (loss/damage during storage)			
Category 1	Category 2	Category 3	Maximum compensation amount
TABLE ARTS - CULINARY ARTICLES			15 €
AUTO - MOTO			10 €

DIY - TOOLS - HARDWARE	THERMAL ENGINEERING - CLIMATE - HEATING		60 €
	OTHERS		20 €
DECO - LINEN - LIGHTING			10 €
APPLIANCES	BIG COOKING APPLIANCE		80 €
	FLOOR MAINTENANCE - HOME MAINTENANCE	BROOM VACUUM CLEANER / CENTRAL VACUUM CLEANER - CENTRALISED VACUUM CLEANER / ROBOT VACUUM / CANISTER VACUUM CLEANER / STEAM CLEANER	80 €
	SMALL COOKING APPLIANCE		50 €
	CULINARY PREPARATION		50 €
	AIR TREATMENT		40 €
	OTHERS		25 €
HYGIENE - BEAUTY - PERFUME			10 €
INFORMATION TECHNOLOGY	DESKTOP COMPUTER		180 €
	LAPTOP - NOTEBOOK		180 €

	TABLET		150 €
	SCREEN - SPEAKER	COMPUTER SCREEN	100 €
	PC PERIPHERALS	GRAPHIC TABLET	80 €
GARDEN - SWIMMING POOL			30 €
VIDEO GAME	CONSOLES		200 €
BEDDING	BED BASE - MATTRESS		70 €
	OTHERS		30 €
FURNITURE			50 €
CHILDCARE	WALK - TRAVEL		70 €
	OTHERS		20 €
SPORT	URBAN MOBILITY	ELECTRIC SCOOTER / ELECTRIC HOBBY HORSE	100 €
	CYCLES	CHILDREN'S BIKES (10' - 12' - 14' - 16')	50 €
	FITNESS - BODYBUILDING		50 €
TELEPHONE - GPS	SMARTPHONE - MOBILE	SMARTPHONE	200 €
	PHONE ACCESSORY		10 €

	SMART WATCH - CONNECTED WATCH	BLUETOOTH WATCH - CONNECTED WATCH - SMART WATCH	60 €
TV - VIDEO - SOUND	TV		100 €
	VIDEO PROJECTION	VIDEO PROJECTOR	75 €
	OTHERS		30 €
OTHERS			15 €

In the event of compensation of a Product by OCTOPIA, OCTOPIA may dispose of it (including, in particular, donating it to charities, recycling it if possible, repairing and/or reselling it), which the Seller acknowledges and accepts.

A.2.2 Compensation for loss or damage of Products caused during delivery to the recipient of the Product

In case of loss or damage of a Product caused during delivery to the recipient of the Product, , excluding any damage that the Product may suffer as a result of a design, manufacturing or equivalent defect, the Seller will be entitled to claim compensation in accordance with the conditions set forth below.

Depending on the Marketplace, a specific compensation for the loss or damage of Products caused during the delivery to the recipient of the Product may be offered by OCTOPIA. In such case, the amount of compensation will be defined in the applicable tariffs grid.

A.2.2.1 Claim for compensation

In order to receive a compensation, the Seller shall issue through the OCTOPIA Solution Seller zone or the FFM Portal Seller zone:

- in the event of a dispute by the Buyer regarding the delivery, a claim for compensation within twenty-eight (28) calendar days following the delivery date of the Product indicated by the carrier. OCTOPIA reserves the right to request from the Seller additional documentation justifying the claim for compensation in order to approve it. These documents must be provided within ten (10) days following the opening of the claim.
- in absence of Product delivery, a claim for compensation within thirty (30) calendar days. OCTOPIA reserves its right to request the Seller the provision of additional documentation justifying the claim for compensation in order to approve it. These documents must be provided within ten (10) days following the opening of the claim.
- in the event of theft or breakage of the Product observed after delivery and subject to the recipient having lodged a reservation with the carrier, a claim for compensation within five (5) calendar days following the date of delivery of the Product indicated by the carrier. OCTOPIA reserves the right to request from the Seller additional documentation justifying

the claim for compensation in order to approve it. These documents must be provided within ten (10) days following the opening of the claim.

A.2.2.2 Compensation for orders of less than twelve units

For orders for which less than twelve (12) units of the same Product are ordered, in case of loss or damage of a Product caused during delivery to the recipient of the Product and subject to the provisions of article A.2.2.1 above, the Seller may be compensated as follows:

$$\text{Compensation Amount} = \text{Average Product Amount before tax} - \text{Average Shipping Cost}$$

Where:

- The Average Product Amount before tax corresponds to the average sales price recorded by OCTOPIA in its databases over the one hundred and eighty (180) days preceding the Seller's claim for compensation or on the internet. In the event that OCTOPIA is unable to calculate the Average Product Amount, OCTOPIA may request from the Seller a commercial invoice of the Product to the Purchaser. In this case, the Average Product Amount will correspond to the price indicated on the commercial invoice.
- The Average Shipping Cost is the average shipping cost recorded by OCTOPIA in its databases over the one hundred and eighty (180) days preceding the Seller's claim for compensation or on the internet.

The maximum compensation amount for each Product category is defined in the table below. In no event the compensation due by OCTOPIA to the Seller will exceed, per Product, maximum compensation amount and, per order, eight hundred euros (€800).

Maximum Compensation Small Parcel (loss/damage during delivery)			
Category 1	Category 2	Category 3	Maximum compensation amount
TABLE ARTS - CULINARY ARTICLES			15 €
AUTO - MOTO			10 €
DIY - TOOLS - HARDWARE	THERMAL ENGINEERING - CLIMATE - HEATING		60 €

	OTHERS		20 €
DECO - LINEN - LIGHTING			10 €
APPLIANCES	BIG COOKING APPLIANCE		80 €
	FLOOR MAINTENANCE - HOME MAINTENANCE	BROOM VACUUM CLEANER / CENTRAL VACUUM CLEANER - CENTRALISED VACUUM CLEANER / ROBOT VACUUM / CANISTER VACUUM CLEANER / STEAM CLEANER	80 €
	SMALL COOKING APPLIANCE		50 €
	CULINARY PREPARATION		50 €
	AIR TREATMENT		40 €
	OTHERS		25 €
HYGIENE - BEAUTY - PERFUME			10 €
INFORMATION TECHNOLOGY	DESKTOP COMPUTER		180 €
	LAPTOP - NOTEBOOK		180 €
	TABLET		150 €
	SCREEN - SPEAKER	COMPUTER SCREEN	100 €

	PC PERIPHERALS	GRAPHIC TABLET	80 €
GARDEN - SWIMMING POOL			30 €
VIDEO GAME	CONSOLES		200 €
BEDDING	BED BASE - MATTRESS		70 €
	OTHERS		30 €
FURNITURE			50 €
CHILDCARE	WALK - TRAVEL		70 €
	OTHERS		20 €
SPORT	URBAN MOBILITY	ELECTRIC SCOOTER / ELECTRIC HOBBY HORSE	100 €
	CYCLES	CHILDREN'S BIKES (10' - 12' - 14' - 16')	50 €
	FITNESS - BODYBUILDING		50 €
TELEPHONE - GPS	SMARTPHONE - MOBILE	SMARTPHONE	200 €
	PHONE ACCESSORY		10 €
	SMART WATCH - CONNECTED WATCH	BLUETOOTH WATCH - CONNECTED WATCH - SMART WATCH	60 €

TV - VIDEO - SOUND	TV		100 €
	VIDEO PROJECTION	VIDEO PROJECTOR	75 €
	OTHERS		30 €
OTHERS			15 €

In the event of compensation of a Product by OCTOPIA, OCTOPIA may dispose of it (including, in particular, donating it to charities, recycling it if possible, repairing and/or reselling it), which the Seller acknowledges and accepts.

The Seller acknowledges and agrees that the compensation set forth in this article includes the compensation of the Product and the shipping costs and extinguishes any further claims or requests for compensation.

A.2.2.3 Compensation for orders of twelve or more units

For orders where twelve (12) or more units of the same Product are ordered, the compensation amount is calculated as follows:

Compensation amount = weight of the package x €23

The formula for calculating the compensation amount applies to all Product categories and to all transportation modes.

The Seller acknowledges and agrees that this compensation includes the compensation of the Product and the shipping costs.

The maximum amount of compensation that the Seller may claim is eight hundred euros (€800) per order.

APPENDIX B. "LARGE PARCELS"

This applies to all Products whose weight is between $30\text{kg} < X < 180\text{kg}$ AND/OR whose dimensions (width + length + height) are $> 2\text{m}$.

B.1. "LARGE PARCELS" RATES

B.1.1. Storage

The storage is carried out in the warehouse(s) provided by OCTOPIA and chosen by OCTOPIA depending on the Product. The warehouse where the Product shall be delivered will be indicated in the CDA. Should the User decide to store a large parcel in France, the Seller shall duplicate the CDA so that the average stock of a Product will be apportioned equally between the French warehouses.

The tariffs grid applicable to this service is provided during the registration process of the Seller to the Fulfillment Service and is available in the OCTOPIA Solution Seller zone or the FFM Portal Seller zone.

The storage service is invoiced by OCTOPIA to the Seller on a monthly basis. The Seller is informed that, depending on the Marketplace, a specific invoicing may apply. In such case, the invoicing milestone shall be defined in the tariffs grid applicable to such Marketplace.

In the event that the Seller takes its Products back pursuant to article 8 "TAKE-BACK SERVICE", OCTOPIA shall invoice the storage until the Products are effectively taken back by the Seller or until the closure date of the request in the event that the Seller to transfer the ownership of its Products to OCTOPIA.

B.1.2. Shipment of stored Products

The price for shipping stored Products is calculated per package and is based on:

- the weight of the Product (including packaging) or, when mentioned in the tariffs grid, the volumetric weight, whichever is higher.
- the monthly volume of shipments when mentioned in the tariffs grid,
- the mode of transportation selected,
- the country in which the Product is stored,
- the country to which the Product is shipped.

This price also includes the services of reception, preparation, delivery of the stored Products and consumables for packaging.

The tariffs grid applicable to this service is provided during the registration process of the Seller for the Fulfillment Service and is available in the OCTOPIA Solution Seller zone or FFM Portal Seller zone. The Seller is informed that for these services, specific tariffs grids may apply depending on the Marketplaces. If applicable, the specific tariffs grid will be communicated to the Seller by OCTOPIA during the registration process for the Fulfillment Service for that said Marketplace and will be available in the OCTOPIA Solution Seller zone or FFM Portal Seller zone.

The shipping service is invoiced by OCTOPIA to the Seller on a monthly basis. The Seller is informed that, depending on the Marketplace, a specific invoicing may apply. In such case, the invoicing milestone shall be defined in the tariffs grid applicable to such Marketplace.

B.1.3. Management of returns and other services

The tariffs grid applicable to these services is provided during the registration process of the Seller for the Fulfillment Service and is available in the OCTOPIA Solution Seller zone or FFM Portal Seller zone. The Seller is informed that for these services, specific tariffs grids may apply depending on the Marketplaces. If applicable, the specific tariffs grid will be communicated to the Seller by OCTOPIA during the registration process for the Fulfillment Service for that said Marketplace and will be available in the OCTOPIA Solution Seller zone or FFM Portal Seller zone.

These services are invoiced by OCTOPIA to the Seller monthly based on the services performed by OCTOPIA the previous month. The Seller is informed that, depending on the Marketplace, a specific invoicing may apply. In such case, the invoicing milestone shall be defined in the tariffs grid applicable to such Marketplace.

A minimum charge for Repossession/Assignment/Sorting Non-Conforming Receipt/ Litigation Audit may be applicable for some warehouses. In such case, this minimum charge will be mentioned in the applicable tariffs grid.

B.2. COMPENSATION

B.2.1. Compensation for loss or damage of Products caused by OCTOPIA during storage of the Products

In case of loss or damage of a Product caused by OCTOPIA while the Product is stored in a Fulfillment warehouse, excluding any damage that the Product may suffer as a result of a design, manufacturing or equivalent defect, the Seller may request a compensation in accordance with the conditions set forth hereafter.

The provisions of this article apply to all Marketplaces and to all fulfillment warehouses.

B.2.1.1 Claim for compensation

Subject to the provisions of Articles B.2.1.2 "Shrinkage rate" and B.2.1.3 "Amount of compensation", OCTOPIA will compensate the Seller:

- automatically in case of damage to a Product,
- subject to the receipt by OCTOPIA of a written request from the Seller, in case of loss of a Product.

B.2.1.2 Shrinkage Rate

The Seller accepts a shrinkage rate of 0.5% (half percent) (hereinafter the "Shrinkage Threshold").

The shrinkage rate is calculated as follows:

Shrinkage rate =
$$\frac{\text{Value of the Products in deviation (loss or damages made to Products cause by OCTOPIA during their storage)}}{\text{Value of the shipped Products of the month}}$$

The compensation will be due by OCTOPIA only if the shrinkage rate is higher than the Shrinkage Threshold. In such case, OCTOPIA will compensate the Seller above the Shrinkage Threshold.

B.2.1.3 Amount of Compensation

Subject to the provisions of Articles B.2.1.1 and B.2.1.2 above, the Seller may be entitled to a receive a compensation whom amount is calculated as follows:

Compensation Amount = Average Product Amount before tax - 30%

Where:

- The Average Product Amount before tax corresponds to the average sales price recorded by OCTOPIA in its databases over the one hundred and eighty (180) days preceding the Seller's claim for compensation or on the internet. In the event that OCTOPIA is unable to calculate the Average Product Amount, OCTOPIA may request from the Seller an invoice for the purchase of the Product or any other evidence of the manufacturing cost of the Product. In this case, the Compensation Amount will correspond to the purchase price or the manufacturing cost of the Product.
- Thirty (30%) corresponds to a fixed deduction.

The maximum compensation amount for each Product category is defined in the table below (the "Maximum Compensation Amount"). In no event shall the amount of compensation for a Product exceed the Maximum Compensation Amount.

Maximum Compensation Large Parcel (loss/damage during storage)			
Category 1	Category 2	Category 3	Maximum compensation amount
FURNITURE	CHAIR - SEAT	SOFA - SOFA - COUCH	200 €
	OTHERS		80 €
APPLIANCES	COLD	AMERICAN REFRIGERATOR	350 €
		CLASSIC REFRIGERATOR	200 €

	WASHING- DRYING	DISHWASHER / WASHING MACHINE / WASHER DRYER / DRYER	200 €
	OTHERS		150 €
TV - VIDEO - SOUND			200 €
DIY - TOOLS - HARDWARE			100 €
INFORMATION TECHNOLOGY			100 €
SPORT			150 €
GARDEN - SWIMMING POOL			100 €
BEDDING			100 €
GAMES - TOYS			150 €
CHILDCARE			80 €
OTHERS			50 €

In the event of compensation of a Product by OCTOPIA, OCTOPIA may dispose of it (including, in particular, donating it to charities, recycling it if possible, repairing and/or reselling it) which the Seller acknowledges and accepts.

B.2.2. Compensation for loss or damage to Products caused in the course of delivery to the recipient of the Product

In case of loss or damage of a Product caused during delivery to the recipient of the Product, the Seller will be entitled to claim compensation in accordance with the conditions set forth below.

Depending on the Marketplace, a specific compensation for the loss or damage of Products caused during the delivery to the recipient of the Product may be offered by OCTOPIA. In such case, the amount of compensation will be defined in the applicable tariffs grid.

B.2.2.1 Claim for compensation

In order to receive a compensation, the Seller shall issue through the OCTOPIA Solution Seller zone or the FFM Portal Seller zone:

- in the event of a dispute by the Buyer regarding the delivery, a claim for compensation within twenty-eight (28) calendar days following the delivery date of the Product indicated by the carrier. OCTOPIA reserves the right to request from the Seller additional documentation justifying the claim for compensation in order to approve it. These documents must be provided within ten (10) days following the opening of the claim.
- in absence of Product delivery, a claim for compensation within thirty (30) calendar days. OCTOPIA reserves its right to request the Seller the provision of additional documentation justifying the claim for compensation in order to approve it. These documents must be provided within ten (10) days following the opening of the claim.
- in the event of theft or breakage of the Product observed after delivery and subject to the recipient having lodged a reservation with the carrier, a claim for compensation within five (5) calendar days following the date of delivery of the Product indicated by the carrier. OCTOPIA reserves the right to request from the Seller additional documentation justifying the claim for compensation in order to approve it. These documents must be provided within ten (10) days following the opening of the claim.

B.2.2.2 Compensation for loss or damage to Products caused in the course of delivery to the recipient of the Product

In case of loss or damage of a Product caused by OCTOPIA during delivery to the recipient of the Product and subject to the provisions of article B.2.2.1 above, the Seller may be compensated as follows:

$$\text{Compensation Amount} = \text{Average Product Amount before tax} - \text{Average Shipping Cost}$$

Where:

- The Average Product Amount before tax corresponds to the average sales price recorded by OCTOPIA in its databases over the one hundred and eighty (180) days preceding the Seller's claim for compensation or on the internet. In the event that OCTOPIA is unable to calculate the Average Product Amount, OCTOPIA may request from the Seller a commercial invoice of the Product to the Purchaser. In this case, the Average Product Amount will correspond to the price indicated on the commercial invoice.
- The Average Shipping Cost is the average shipping cost recorded by OCTOPIA in its databases over the one hundred and eighty (180) days preceding the Seller's claim for compensation or on the internet.

The maximum compensation amount for each Product category is defined in the table below. In no event the compensation due by OCTOPIA to the Seller will exceed, per Product, maximum compensation amount and, per order, eight hundred euros (€800).

Maximum Compensation Large Parcel (loss/damage during delivery)			
Category 1	Category 2	Category 3	Maximum compensation amount
FURNITURE	CHAIR - SEAT	SOFA - SOFA - COUCH	200 €
	OTHERS		80 €
APPLIANCES	COLD	AMERICAN REFRIGERATOR	350 €
		CLASSIC REFRIGERATOR	200 €
	WASHING-DRYING	DISHWASHER / WASHING MACHINE / WASHER DRYER / DRYER	200 €
	OTHERS		150 €
TV - VIDEO - SOUND			200 €
DIY - TOOLS - HARDWARE			100 €
INFORMATION TECHNOLOGY			100 €
SPORT			150 €
GARDEN - SWIMMING POOL			100 €
BEDDING			100 €
GAMES - TOYS			150 €

CHILDCARE			80 €
OTHERS			50 €

APPENDIX C. “CONDITIONS OF USER OF THE FULFILLMENT PORTAL”

This Appendix sets out the terms and conditions specific to the use of the Fulfillment Portal, compliance with which will ensure the confidence and satisfaction of Buyers and Marketplaces, as well as the security and smooth operation of the Fulfillment Service.

To this end, the Seller undertakes:

- to conduct all exchanges with OCTOPIA in the French or English language,
- to remain courteous and respectful towards OCTOPIA's employees: in particular, threatening, abusive and insistent remarks are strictly forbidden.
- to respond to any request from a Buyer within a maximum of forty-eight (48) working hours.
- to fulfil any obligation imposed on him/her by the applicable legislation, in particular - but not limited to - the obligation to communicate information relating to his/her identity, the obligation to provide pre-contractual and post-contractual information, the obligations relating to the legal guarantees of conformity and hidden defects, the obligations relating to the right of withdrawal and compliance with the rules on unfair commercial practices.
- not to disrupt or attempt to disrupt the proper functioning of the Fulfillment Portal or the Fulfillment Services.
- not to use any robot, spider, scraper or any other automatic process to access the Fulfillment Portal for any purpose whatsoever, without the express prior written consent of OCTOPIA, nor to workaround the exclusion protocols or measures used to prevent or limit access to the Fulfillment Portal.
- not to distribute or publish unsolicited advertisements (spam), chain letters or pyramid schemes.
- not to distribute viruses or other technologies that may harm OCTOPIA, or the interests or property of OCTOPIA users.
- not to collect in any way information about other Sellers, including e-mail addresses, without their prior and express consent.
- not to damage OCTOPIA's image in any way whatsoever, in particular by making false, offensive, defamatory or slanderous statements about OCTOPIA, on any medium or by any means (social networks, exchanges with customers, etc.).
- not to provide inaccurate or incomplete information at the time of registration or subsequently, including but not limited to: false identity, false company information, incorrect parcel tracking number, incorrect country of shipment, or any other information or omission that may undermine the transparency of the transactions offered by the Seller to Purchasers on the Marketplaces or that may reduce the exercise of any of their legal or contractual rights by Purchasers, any public authority or any third party.

ANNEX 3 - TERMS OF USE OF CNOVA PAY SERVICES

These Terms of use for CNOVA PAY payment services (hereinafter referred to as the "**Payment Services TOU**") is entered into between each payment account holder (hereinafter referred to as the "**Client** ") and CNOVA PAY, SAS with a capital of RCS number 827 802 737, domiciled at 120 -126 quai de Bacalan 33000 Bordeaux, France (hereinafter "**CNOVA PAY** "), authorised on 26/11/2019 by the Autorité de Contrôle Prudentiel et de Résolution (hereinafter "**ACPR**", France, website <http://acpr.banque-france.fr/>) 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09, as an Electronic Money Establishment, under number 78191 (<https://www.regafi.fr>).

This authorisation allows CNOVA PAY to provide payment and electronic money issuing services as referred to in Articles L314-1 and L315-1 of the Monetary and Financial Code (the "**CMF**").

The Payment Services TOU can be accessed at any time in the Client Area of each account holder.

PRELIMINARY ARTICLE: DEFINITIONS

Agent: Selected Marketplace acting in the name and on behalf of CNOVA PAY, within the meaning of Article L.523-1 of the CMF, for the provision of payment services as defined by Article L314-1 of the CMF and for which it is registered as a payment services agent with the ACPR.

Buyers: Natural or legal person(s) who buy(s) Products from Clients on the Selected Marketplaces via the OCTOPIA Solution.

Client: Legal entity registered on the OCTOPIA Solution holding a payment account with CNOVA PAY and offering Products for sale to Buyers on the Selected Marketplaces via the OCTOPIA Solution.

Marketplace: Any technical solution of online sale which is a client of OCTOPIA, putting in relation the sellers and the buyers. The list of Marketplaces is available on the Client's Seller Zone.

Product(s): Good(s) or service(s) sold online by Clients for the benefit of Buyers.

Provision: The available amount credited to the Client Payment Account that can be used to execute future payment transactions by CNOVA PAY.

OCTOPIA Solution: Technical intermediation solution allowing Users to register on the Selected Marketplaces, to market their Products and to manage their activity on the Selected Marketplaces.

Selected Marketplace(s): The Marketplace(s) on which the User has registered via the OCTOPIA Solution to sell the Products.

1. SUBJECT

The Payment Services TOU set out the terms and conditions relating to the payment services provided by CNOVA PAY to the Client in respect of the latter's activity on the Selected Marketplaces where they act as Agent. The services are performed by CNOVA PAY in accordance with the provisions of Article L.314-12 of the Monetary and Financial Code.

2. OPENING OF A PAYMENT ACCOUNT

In order to use CNOVA PAY's payment services, the Client must first have been accepted as a Client of CNOVA PAY.

After registration on the OCTOPIA Solution and acceptance by CNOVA PAY as a Client, CNOVA PAY opens a payment account dedicated to the Client, to ensure the payment of the sums belonging to the Client in respect of the sales of Products that it makes on the Selected Marketplaces acting as Agent (hereinafter the "**Client Payment Account**").

The Customer undertakes to provide the information and documents requested by CNOVA PAY or any other company appointed by CNOVA PAY.

The information provided by the Client at the time of registration is collected by CNOVA PAY and/or any other company appointed by CNOVA PAY. The latter will carry out all necessary checks prior to acceptance as a Client, in accordance with the regulations concerning the fight against money laundering and terrorist financing.

The Client must provide CNOVA PAY with a bank account details of the Client's beneficiary account opened in the books of an approved financial establishment in the European Union or the European Economic Area (hereinafter the "**Client Beneficiary Account**") so that CNOVA PAY can execute the payment transactions in accordance with article 3.2 of the Payment Services TOU .

CNOVA PAY reserves the right to request additional information and supporting documents from the Client before or after validation of its registration. In the absence of such agreement, CNOVA PAY reserves the right to terminate the Payment Services TOU.

The Client undertakes to provide the additional information and documents within a reasonable period of time as indicated by CNOVA PAY, failing which CNOVA PAY will close the Client's Payment Account.

The Client declares that all information provided at the time of registration is true, accurate and up-to-date and that he/she will maintain the accuracy of said information by updating the information provided on a voluntary basis.

At the time of registration on the OCTOPIA Solution, the Client informs the person who has the power to make payment transactions on the Client Payment Account. The power of attorney automatically ceases if the Client is dissolved.

3. DESCRIPTION OF PAYMENT SERVICES

3.1 Collection of payments from Buyers

The Buyer will make the payment of the Products purchased from the Client on the Selected Marketplaces acting as Agent with a payment method offered on the Selected Marketplace. The Selected Marketplace will collect the funds paid by the Buyer in its capacity as Agent of CNOVA PAY.

No later than the end of the first business day following the Buyer's payment, the Selected Marketplace will transfer to CNOVA PAY the amount equivalent to the products and services sold by the Client, less any sums due to the Selected Marketplace. CNOVA PAY will immediately block all funds received from its Agents. These funds will be credited to the Payment Account of each Client opened in the books of CNOVA PAY and will remain blocked until the Client has paid.

The Selected Marketplace, in its capacity as Agent for CNOVA PAY, reserves the right to apply charges to Buyers and keep them, depending on the payment method chosen.

3.2 Terms and conditions for the execution of payment transactions

3.2.1 Return of sums to the Client

CNOVA PAY transfers all or part of the amounts credited according to the instructions received, on the Client Payment Account to the Client Beneficiary Account of which it has communicated the details and subject to the available Provision in the Client Payment Account being sufficient. In the event of insufficient Provision, CNOVA PAY will refuse the payment to the Client in accordance with article 3.2.3 below.

The Client authorises CNOVA PAY to pay the available funds by transfer to the Client's Beneficiary Account on a decennial basis. However, the Client may at any time request the payment of available sums without waiting for the next decade.

For each decade, the transfer amount corresponds to the amount of the sums minus the commissions, any other sum due by the Client to the Selected Marketplace acting as Agent.

CNOVA PAY cannot be held liable if the Client has provided incorrect bank details on the Client Beneficiary Account.

Following a change in the Client Beneficiary Account details, the transfer date may be delayed for up to thirty (30) calendar days from receipt by CNOVA PAY of any supporting documentation requested by CNOVA PAY.

3.2.2. Blocking of payment transactions

CNOVA PAY reserves the right to block the execution of payments from the Client Payment Account to the Client Beneficiary Account, for objectively motivated reasons relating to the security of the Client Payment Account, the presumption of unauthorised or fraudulent use of the Client Payment Account, the obligation to implement asset freezing measures, or the obligation to fulfil its legal obligations towards Buyers at the request of the Selected Marketplace acting as Agent.

The Agent or CNOVA PAY will inform the Client by any means. The Agent or CNOVA PAY will, where possible, advise the Client of the reasons for refusal or blocking, unless prohibited by statutory or regulatory provisions.

3.3 Direct debit

The Client acknowledges and accepts that CNOVA PAY executes direct debits on the Client Payment Account for the benefit of OCTOPIA and the Selected Marketplaces acting as Agent and OCTOPIA. The Client will be informed of any direct debits made by CNOVA PAY to the Selected Marketplace via their Client Area.

3.4 Protection of Client funds

Client funds are deposited in a segregated account with a credit establishment in the name and on behalf of CNOVA PAY to comply with the provisions of the CMF relating to the protection of funds collected.

4. PRICES - FEES - EXCHANGE RATES

4.1 Price

The payment services defined herein are free of charge for the Client.

4.2 Fees

CNOVA PAY may not charge the Client any fees for meeting its disclosure obligations, except as provided for in article L.133-8 of the Monetary and Financial Code.

5. CLIENT PAYMENT ACCOUNT INFORMATION

Information on Client Payment Account movements is made available to each Client in their Client Area.

CNOVA PAY will provide the Client in the anniversary month of the opening of the Client Payment Account with a separate document summarising the total amounts received in respect of payment services.

This summary distinguishes, for each category of services related to the management of the Client Payment Account, the subtotal of fees charged and the number of corresponding services.

6. CHANGES - TERM – CANCELLATION

6.1 Modification

The Payment Services TOU may be amended at any time by CNOVA PAY.

In the event of changes, OCTOPIA or CNOVA PAY undertakes to inform the Client by any means.

Any changes made shall be deemed to have been accepted by the Client if the Client has not objected to them before the date of application of the changes.

Should the Client refuse, he must inform CNOVA PAY in writing by registered letter with acknowledgement of receipt and the Client Payment Account will be terminated free of charge from the date of application.

6.2 Term

The Payment Services TOU come into force on the date of acceptance by CNOVA PAY of the opening of the Client Payment Account and shall remain in force until terminated in accordance with the provisions of clause 6.4.

6.3 Right of withdrawal

In accordance with article 341-16 of the CMF, if the Client has been canvassed by CNOVA PAY within the meaning of article L. 341-1 of the CMF, the Client has a period of fourteen (14) calendar days in which to exercise his right of withdrawal without having to give any reason or pay any penalties. The period shall begin to run either from the conclusion of the Payment Services TOU.

At the Client's express request, the Payment Services TOU shall begin to be executed as soon as they are accepted, without waiting for the end of the withdrawal period.

To exercise the right of withdrawal, the Client must inform CNOVA PAY by registered letter with acknowledgement of receipt of his withdrawal from the Payment Services TOU.

The use of the right of withdrawal puts an end to all services provided.

6.4 Termination

6.4.1 Termination at the Client's convenience

The Client may terminate the Payment Services TOU at any time by registered letter with advice of receipt.

As of the closure of the Client Payment Account, no payment services will be provided.

6.4.2 Suspension or termination by CNOVA PAY

Unless otherwise agreed in writing, CNOVA PAY may terminate the Payment Services TOU at any time and for any reason, with a minimum of three (3) months' written notice.

However, CNOVA PAY reserves the right to suspend or terminate the Client Payment Account with immediate effect, by simple written notification, in the cases set out below:

- if the Client has failed to comply with the provisions of the Payment Services TOU,
- if the Client has provided CNOVA PAY and/or any other company appointed by CNOVA PAY with inaccurate, out-of-date or incomplete identification data,
- in the event of a risk of fraud, money laundering or terrorist financing,
- in the event of illegal activities or activities contrary to good morals,

the Agent or CNOVA PAY will inform the Client of the reasons for the suspension or termination of the Client Payment Account.

6.4.3 Termination of inactivity

Termination for inactivity In the event of inactivity of the Client, i.e. absence of transaction carried out by the Client over a period of twelve (12) months from the last transaction excluding debit entry by CNOVA PAY taking into account charges and commissions of all kinds, CNOVA PAY reserves the right to suspend and/or terminate these the Payment Services TOU and close the Client's Payment Account after notification addressed by any method to the Client.

6.4.4 Termination for dissolution

In the event of dissolution of the Client holding the Client Payment Account, CNOVA PAY must be notified as soon as possible by the authorised representative. If such notice is given verbally, it must be confirmed in writing. Upon receipt of this written notice, CNOVA PAY will ensure that no further payment transactions are executed and will close the Client Payment Account.

6.4.5 Effect of termination

Termination of the Payment Services TOU shall ipso jure result in the termination of CNOVA PAY payment services without any formality.

7. NATURE OF THE PARTIES

Each Party has relied on the declaration of the other Party in respect of whom these terms and conditions have been concluded for exclusively professional purposes.

As the Client is acting exclusively for professional purposes, the provisions of the same code relating to the costs associated with informing the Client, as well as those governing information obligations, with the exception of III of article L. 314-7 and I of article L. 314-13 of the CMF, are expressly waived in accordance with article L. 314-5 of the CMF. In addition, the Payment Services TOU derogate from the provisions of Article L. 133-1-1, the last two paragraphs of Article L. 133-7, 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 the I and III of Article L. 133-26 of the CMF.

8. SECURITY

The Client shall take all reasonable steps to ensure the security of the Client Payment Account provided by CNOVA PAY.

In the event of suspected fraudulent access to or use of its Client Payment Account or any event likely to lead to such use, the Client is obliged to inform CNOVA PAY immediately.

CNOVA PAY reserves the right to block the Client Payment Account, for objectively justified reasons relating to security or suspected unauthorised or fraudulent use. In this case, the Agent or CNOVA PAY shall inform the Client by any means of this blocking and the reasons for it, except for security reasons or legal prohibition, in accordance with article 3.2.2.

9. LIABILITY

CNOVA PAY does not assume or replace the obligations of the Client.

In this respect, CNOVA PAY reminds the Client that it is their responsibility, in particular:

- to act in accordance with the applicable legislation,
- to pay all taxes.

CNOVA PAY's liability can only be sought on the basis of a proven fault.

In no event shall CNOVA PAY be liable for any consequential loss or damage caused by third parties. CNOVA PAY shall not be liable for any damage caused by force majeure or an event beyond its control.

CNOVA PAY shall not be liable for any fault of the Client such as wilful or grossly negligent failure to fulfil its obligations, late transmission of the stop payment or bad faith.

10. FIGHT AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM

Pursuant to the provisions of Articles L. 561-2 et seq. of the CMF, CNOVA PAY undertakes in particular to comply with its obligations with regard to knowledge of Clients and control of financial flows from Clients.

The Client also acknowledges that CNOVA PAY may terminate or postpone at any time the opening of the Client Payment Account or the execution of a transaction in the absence of sufficient information on its purpose or nature. No criminal prosecution or civil liability action may be brought against CNOVA PAY which, in good faith, has made one or more suspicious transaction reports to TRACFIN or any other judicial or administrative authority.

Pursuant to Article L. 523-3 of the CMF, CNOVA PAY ensures that the Selected Marketplace acting as Agent complies with its anti-money laundering and terrorist financing measures.

In this respect, the Client acknowledges that the Selected Marketplace and/or CNOVA PAY is entitled to request any information necessary for CNOVA PAY to identify the Client and verify the validity of the transactions carried out by the Client.

11. CONFIDENTIALITY OF INFORMATION AND PROTECTION OF PERSONAL DATA

11.1 Confidentiality

The Parties acknowledge that CNOVA PAY and the Selected Marketplace acting as Agent are subject to professional secrecy pursuant to articles L. 526-35 and L. 523-5 of the CMF.

11.2 Protection of personal data

CNOVA PAY and the Client undertake to comply with the provisions of the legislation on the protection of personal data.

CNOVA PAY undertakes to the Client to:

- process personal data for the purposes required by law and within the strict and necessary framework and for the implementation of the Payment Services TOU;
- take the necessary precautions, measures and guarantees to preserve the confidentiality and security of personal data and in particular to prevent them from being distorted, damaged or communicated to unauthorised third parties and, more generally, to implement the appropriate technical and organisational measures to protect personal data

against accidental or unlawful destruction, accidental loss, alteration, unauthorised dissemination or access, in particular during data transmissions in a network, as well as against any form of unlawful processing;

- take into account any request for access, updating, correction, deletion or other modifications communicated by the Client concerning personal data;
- subject its staff and any other third party authorised by CNOVA PAY to have access to personal data, to an obligation of confidentiality and security.

CNOVA PAY expressly acknowledges that it has the technical and organisational security measures appropriate to the processing and operations covered by the Payment Services TOU.

12. ASSIGNMENT

Assignment The Client may not assign its rights and obligations defined herein to any third party, in any form whatsoever, including by way of contribution to a company, transfer of business, management lease or assignment of contract, unless CNOVA PAY has expressly given its prior written consent.

13. DISSOCIATION

Any clause of these terms and conditions which may be declared null and void or unlawful by a competent court shall be rendered ineffective, but its nullity shall not affect the other stipulations or the validity of the Payment Services TOU as a whole or their legal effects.

14. NON-WAIVER - TOLERANCE

CNOVA PAY's failure to enforce any provision of the Payment Services TOU or to condone any breach by the Client, whether permanent or temporary, shall not be deemed to be a waiver of CNOVA PAY's rights to enforce them.

15. FORCE MAJEURE

The Parties shall not be liable or deemed to have breached the Payment Services TOU, for any delay or failure to perform where the cause of the delay or failure to perform is due to force majeure.

16. NOTIFICATIONS

Except where these terms and conditions provide for a particular form of notification, any notification may be made by e-mail to the address indicated by CNOVA PAY or be sent in writing to the following address CNOVA PAY /, 120-126 Quai de Bacalan CS 11584, 33067 Bordeaux Cedex. The language used in the contractual relationship between CNOVA PAY and the Client is French.

17. DISPUTES

The Payment Services TOU are subject to French law.

The Parties undertake to resolve any dispute between them amicably.

Unless otherwise provided, any dispute relating to the execution, interpretation or validity of the contract shall be brought before the competent courts and tribunals and, failing that, before the competent jurisdiction in Bordeaux.