

## TERMS OF USE OF THE OCTOPIA SOLUTION

### Preamble

OCTOPIA provides a technical solution for professional sellers, which lets sellers sign up and sell their products on the Cdiscount marketplace, as well as on other marketplaces, which are customers of OCTOPIA.

The OCTOPIA Solution also allows sellers to manage their activities on the OCTOPIA client marketplaces on which they are registered, and in particular to create their Product Sheets, manage their stocks, their prices, their invoicing and to process their orders.

The purpose of these Terms and Conditions (the "**TOU**") is to define the terms and conditions for the use of the OCTOPIA Solution and related services.

### 1. DEFINITIONS

- **Buyer:** consumer or professional customer who buys Products from the User on the Selected Marketplaces.
- **Catalogue:** database listing the Products made available to the User by OCTOPIA, as a database producer within the meaning of articles L 341.1 et seq. of the Intellectual Property Code.
- **CNOVA PAY:** company providing payment services in accordance with the Terms of Use of payment services defined in Annex 3.
- **Seller's Corner:** 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.
- **Product Sheet:** the description of the Product offered by the User which contains the name, the marketing and technical description, the reference of the Product, and its photo if necessary.
- **OCTOPIA:** the company MAAS, registered in the Trade Register of Saint-Etienne under the number 880 150 289, providing Users with the OCTOPIA Solution and associated Services.
- **Marketplace:** any technical solution of online sale, client of OCTOPIA, putting in relation the sellers and the buyers. The list of Marketplaces is available on the Seller's Corner.
- **Selected Marketplaces:** the Marketplace(s) on which the User has registered via the OCTOPIA Solution to sell Products.
- **Parties:** the User and OCTOPIA.
- **Product:** good or service sold online by the Users to the Buyers on the Selected Marketplace.
- **Services:** basic and optional services described in article 4, made available to the

User via the OCTOPIA Solution.

- **OCTOPIA Solution:** a technical solution that lets Users sign up for the Selected Marketplaces, market their Products and manage their activity on the Selected Marketplaces.
- **User:** professional seller who offers Products for sale on a Selected Marketplace to Buyers.

## 2. SCOPE

OCTOPIA provides the User with the OCTOPIA Solution and the Services.

It is specified 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 case of breach by the User of the obligations resulting from the Terms and 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.

## 3. CONDITIONS OF ACCESS AND REGISTRATION ON THE OCTOPIA SOLUTION

### 3.1 Registration on the OCTOPIA Solution

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 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").

In order to register on the OCTOPIA Solution, the User must complete the account opening form accurately and exhaustively and provide 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.

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's Corner, 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.

OCTOPIA reserves the right to transmit the information communicated by the User at the time of registration to the Selected Marketplaces and to any third-party service providers involved in the execution of the Services on behalf of the Selected Marketplaces.

The User acknowledges and accepts that his registration on the OCTOPIA Solution is conditional upon the opening of a Seller's Payment Account in accordance with the CNOVA PAY Payment Service TOU annexed hereto.

### **3.2 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 into his Seller's Corner.

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 login and password and their disclosure to third parties is not authorised. 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.

## **4. SERVICES**

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

### **4.1 Basic Services**

The Basic Services allow Users to:

- access and register on several Marketplaces of their choice,
- create their selection of Products for each Selected Marketplace, adapting the prices if necessary, and manage the placing of their Products online,
- validate the availability of the Products for each order made by a Buyer, 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,
- obtain financial information (e.g. sales amount, commissions charged by the Selected Marketplaces, etc.),
- 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.

## **4.2 Optional Services**

Optional Services offered to Users include:

- Customer Relationship Management ("CRM"),
- Invoicing and billing on behalf of third parties,
- Fulfillment services,
- Monitoring and analysis of their commercial performance,
- Marketing services, sales development, and promotional offers.

The User can access additional information about the Services on his Seller's Corner.

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

### **5.1 Communication via the Seller's Corner**

The Seller's Corner allows:

- The communication of documents and proofs to OCTOPIA: any proof/evidence/attachment communicated by the User must be attached via the space dedicated to communication,
- Management of Buyers' claims: the User shall not correspond with the Buyer other than through his Seller's Corner. The User will have access to the name and surname of the Buyer via the Seller's Corner,
- The reimbursement of sums to the Buyers: the User will proceed to the reimbursement of the Buyer via the Seller's Corner for all sales that he has concluded via a Selected Marketplace.

### **5.2 Conditions for putting the Products online**

The User provides for each of his Products, a Product Sheet and pictures of the Product in the format required by OCTOPIA. Each Product Sheet must contain the minimum mandatory information, accurate and complete, as well as any useful update so that the information provided is accurate and complete at all times.

In addition, the User undertakes to respect the conditions for marketing and placing Products online on each Selected Marketplace. OCTOPIA, acting as a technical intermediary, cannot be held responsible in this respect.

### **5.3 Shipping of Products**

The OCTOPIA Solution allows the User to enter information about the tracking and shipping of Products. To this end, the User must confirm, via the Seller's Corner, any shipment or availability of the Product in a collection point, and 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 link and a valid tracking number.

### **5.4 Quality of Services and Products**

The User agrees to comply with the service levels for the use of the OCTOPIA Solution as defined in Annex 1, as well as the service levels and quality indicators required by each Selected Marketplace. The quality indicators accessible via the Seller's Corner are only intended to inform the User of his performance.

## **6. FINANCIAL CONDITIONS**

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

Optional Services will be invoiced by OCTOPIA according to the rates indicated in the Seller's Corner or the rates transmitted by OCTOPIA to the User by any means. Invoices for Optional Services, accessible via the Seller's Corner, may be paid by bank transfer or by direct debit from the User's payment account with CNOVA PAY in accordance with Annex 3.

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's Corner, 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.

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.

In any event the user shall 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 a non-exclusive and free licence to use all distinctive elements of the User, such as, but not limited to, trademarks, company name, trade name, logos, as well as Product Sheets and all other graphic, visual or textual elements provided by the User to OCTOPIA as part of its use of the OCTOPIA Solution (hereinafter 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 distribute, to license, to use as a commercial reference, to lend or to give 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 any type of exploitation related to the OCTOPIA Solution and the sale of the Products by the User on a Selected Marketplace.

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.

## 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.

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's Corner 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.

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.



To the extent permitted by law, OCTOPIA's cumulative liability for all damages per calendar year is limited to the greater of the following two amounts: 20,000 euros] or the amount of the sums paid by the User to OCTOPIA in 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 injuries, material and immaterial damages 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 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 terminating his registration via the Seller's Corner.

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 Annex 1 may result in the suspension of all or part of the Services of the User's Account 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. In the absence of compliance with the minimum service levels set out in Annex 1 at the end of this period, the User's Account or access to one or more Selected Marketplaces may be closed within an additional period of thirty (30) days after written notification to the User.

b) Failure by the User to comply with any of the minimum expected service levels mentioned in Annex 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 and without notice.

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 login to 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 Termination in case of insolvency**

The User shall provide OCTOPIA as soon as possible with the relevant accounting or financial information if its situation involves a risk of insolvency and/or a risk of disruption of the contractual relationship between the Parties.

Subject to the provisions of the law relating to insolvency proceedings, the User's registration with the OCTOPIA Solution will be automatically terminated in the event of the User's cessation of business, cessation of payment, receivership, liquidation or any other situation having the same effects.

### **12.4 Other cases of termination or suspension**

#### **12.4.1. 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 only under the conditions provided in article 3.1 "Registration on the OCTOPIA Solution".

#### **12.4.2. 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 30 days' notice, upon written notification to the User, in order to protect the interests of the Users and the Buyers

### **12.5 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's Corner 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's Corner,
- will be deprived of access to the OCTOPIA Solution and, consequently, he 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's Corner (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.

However, for Users whose Account has been terminated due to non-compliance with the minimum service levels set out in Annex 1 and in particular those relating to the quality of delivery of Products, OCTOPIA reserves the right to accept a request to reopen the Account before this deadline, in the event that the User agrees to subscribe to OCTOPIA's Fulfilment service for the shipment of its Products, in order to guarantee the proper execution of the delivery of the Products to the Buyers.

## **13. PROTECTION OF PERSONAL DATA**

### **13.1 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 27 April 2016 on the protection of personal data.

### **13.2 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 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](#).

### **13.3 Personal Data of Buyers**

**13.3.1.** 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.

**13.3. 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 27 April 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 6 January 1978 relating to data processing, files and freedoms, as well as, if necessary, the laws, regulations and other applicable national, European and international standards.

**13.3.3.** 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 the Products to the Buyers if the User has subscribed to OCTOPIA's Fulfilment service;
  - o the transmission of the User's information to the Selected Marketplaces for selection purposes by the latter;
  - o the respect of its legal and/or statutory requirements.

#### **13.3.4. 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.

### **13.3.5. 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 TOU. The Subprocessor must provide sufficient guarantees and in any event, identical or equivalent to those charged to the Processor and may not, in turn, recruit other subsequent Processor(s) only in compliance with the conditions 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.

### **13.3.6. Information for Individuals Concerned (Buyers)**

The Data Controller shall be responsible for providing information to the data subjects of Personal Data processing operations (i) in case of direct collection from the data subjects, 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 obtaining the Personal Data or at the latest at the time of the first communication.

### **13.3.7. Exercise of the Rights of the Concerned Individuals**

When the concerned individuals make requests to the Processor to exercise their rights, the Processor must send these requests as soon as it receives them to the User on the Seller's Corner.

### **13.3.8. 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's Corner. 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.

### **13.3.9. 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.

#### **13.3.10. 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.

#### **13.3.11. 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 Processor 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.

#### **13.3.12. Finality of Personal Data**

Upon termination of the TOU, the Processor 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.

#### **13.3.13. Data Protection Officer**

Contact details of the Data Protection Officer of the Processor: [dpo@octopia.com](mailto:dpo@octopia.com).

#### **13.3.14. 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.

### 13.3.15. 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.

## 14. ETHICS

14.1. Out of concern for its stakeholders, OCTOPIA commits to promote responsible business throughout its supply chain through the 9 commitments of the Group's Ethical Charter, which can be found at [:https://www.groupe-casino.fr/wp-content/uploads/2017/11/CharteEthique\\_VFdec2017.pdf](https://www.groupe-casino.fr/wp-content/uploads/2017/11/CharteEthique_VFdec2017.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 10 December 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.

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.

14.2. OCTOPIA also places particular emphasis on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing. Subject to the provisions of Law No. 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 the terms of Article 17-II of the said law, in particular by deploying a new version of its Code of Ethics and Business Conduct, which is accessible via [https://www.groupe-casino.fr/fr/wp-content/uploads/sites/5/2017/11/Code\\_Conduite\\_Affaires.pdf](https://www.groupe-casino.fr/fr/wp-content/uploads/sites/5/2017/11/Code_Conduite_Affaires.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.

## 15. 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.

## 16. FINAL PROVISIONS

### 16.1 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.

## **16.2 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.

## **16.3 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.

## **16.4 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.

## 16.5 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.

## 16.6 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's Corner or be sent in writing to the following address: 120 -126 Quai de Bacalan, 33000 Bordeaux.

## 16.7 Survival of Provisions

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

## 16.8 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 (Business Mediator), which can be contacted at the following site: <https://www.economie.gouv.fr/mediateur-des-entreprises>
- Centre de médiation de Bordeaux - 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://centremediationbordeaux.fr/>) 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 on the Selected Marketplaces
- Appendix 2 - General Terms and Conditions for the Fulfilment Service
- Appendix 3 - General Terms of Use for CNOVA PAY Payment Services

## APPENDIX 1 - TERMS OF SALE OF THE USER'S PRODUCTS ON THE SELECTED MARKETPLACES

The TOU, in particular the present Annex 1, govern 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's Corner.

All the metrics communicated to the User on his Seller's Area allow him/her to follow and manage his/her 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.

Depending on the indicator, the calculation is made daily over the periods defined as follows:

1. "Rate 1" = activity over the last 30 (thirty) days
2. "Rate 2" = activity over the last 15 (fifteen) days

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's Corner 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 any case, if one of its Rates is insufficient, OCTOPIA may give formal notice or ipso jure terminate the User's registration in accordance with the TOU.

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 a 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 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, 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;
- 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 Host Site.

**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.

**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 :

$$\frac{[total\ number\ of\ Products\ ordered\ by\ the\ Buyers\ and\ accepted\ by\ the\ User)}{total\ number\ of\ Products\ transmitted\ for\ acceptance\ to\ the\ User\ by\ OCTOPIA]} \times 100$$

This rate is calculated for Rate 1 or Rate 2 over the periods defined above.

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:

$$[total\ number\ of\ Products\ shipped\ by\ the\ User / total\ number\ of\ Products\ accepted\ by\ the\ User\ for\ OCTOPIA ] \times 100$$

This rate is calculated for Rate 1 or Rate 2 over the periods defined above.

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 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 User interface.

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

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, 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 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.

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's Corner, 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 Seller's 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 in Rates 1 and 2 above.

Without prejudice to the provisions and sanctions set out in the TOU, 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 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*

This rate is calculated only for Rates 1 and 2 defined above.

- (ii) a rate of "delivery within the maximum time indicated" equal to or greater than 94% 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

This rate is calculated only for the periods defined in Rates 1 and 2 above.

**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. Unless**

the User has subscribed to OCTOPIA's Fulfilment 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 the applicable standards (marking, safety, etc.), for any defect, or for any recall of one or other of his Products. 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://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. The User undertakes to respect a maximum rate of "orders with claims" placed on all Selected Marketplaces equal to or less than 1% calculated as follows:**

**The User undertakes to respect a maximum rate of "orders with claims" placed on all Selected Marketplaces equal to or less than 1% calculated as follows**

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

This rate is calculated for Rate 1 or Rate 2 over the periods defined above.

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.

### **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 proposed for immediate collection by the User, no delivery costs are applied, as the Products are directly available at the collection point.

### **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 User interface 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 to reimburse the Buyer via his User interface.

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.
- 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 workaroud 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's Corner.
- 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 – OCTOPIA FULFILMENT GENERAL TERMS OF SERVICE**

OCTOPIA Fulfilment is a set of logistics and transport services proposed by OCTOPIA Company to the Users registered on the OCTOPIA Solution.

These OCTOPIA Fulfilment General Terms of Service provide for the contractual relationship between OCTOPIA and Users wishing to subscribe to the service.

They shall govern access to and use of the OCTOPIA Fulfilment service as a whole, which includes: receiving, storage, preparation, delivery, and return of products (hereinafter the "Products") sold by the User through the OCTOPIA Solution, as well as other optional additional services.

By signing up with the OCTOPIA Fulfilment service, the User accepts without reservation that it will be bound by these General Terms of Service.

### **1. Registering with the service OCTOPIA Fulfilment.**

After reading and accepting these OCTOPIA Fulfilment General Terms of Service, Users wishing to subscribe to the service must complete the online account registration request form accessible on the Seller's Corner.

OCTOPIA will notify Users of the acceptance or refusal of their registration by email.

Once OCTOPIA has accepted their registration, Users may access their OCTOPIA Fulfilment account via the User's Corner.

When Users connect for the first time, to protect their confidentiality, they will need to create an ID and personal password. They will then become solely responsible for their use and will in this regard take all the logical and physical measures necessary to protect their confidentiality.

Users must comply with the instructions available in their Seller Corner. Any update to the instructions will be communicated to Users who must comply with it within the time provided by OCTOPIA.

### **2. Products eligible for the OCTOPIA Fulfilment service**

For all Products they wish to entrust to OCTOPIA for the execution of all OCTOPIA Fulfilment services, Users will provide full reference information in the format requested by OCTOPIA.

Users shall promptly transmit all information regarding their Products and keep such information updated.

For each new Product reference that Users wish to entrust to OCTOPIA, the OCTOPIA Fulfilment service will either confirm the agreement or not, and if such agreement is granted, OCTOPIA will issue a Product reference number.

OCTOPIA may at any time refuse to include or maintain the inclusion of one or more Product(s) in the OCTOPIA Fulfilment service, in particular if OCTOPIA believes that there may exist a risk to health or safety, or a risk of liability for OCTOPIA, its staff or third parties. This right shall in no event exempt the User from liability.



In addition, OCTOPIA may suspend the OCTOPIA Fulfilment service for a Product insofar as it does not comply with the product sheet with which it is associated. The User will be notified by OCTOPIA and will have fifteen (15) working days, from the date of this notification, to send re-labelling instructions.

In the absence of a response within the aforementioned period, OCTOPIA will make the Products available under the conditions of article 8.2 hereof.

### **3. Acceptance of User products at OCTOPIA Fulfilment warehouses**

Once OCTOPIA has confirmed the registration of the Product references pursuant to Article 2 above, Users shall follow the instructions available in their Seller Corner to proceed with the delivery of their products to the OCTOPIA Fulfilment warehouses in accordance with the specifications "OCTOPIA Fulfilment Terms of Delivery", as provided by OCTOPIA by e-mail.

Users are required to wait for the "CDA" (supply order) delivery confirmation number(s) to be issued, validating the physical dispatch of the Products, before shipping their Products. The User shall also provide OCTOPIA with all documents required by applicable regulations, including the import number.

Users or the agent of their choice shall bear the full cost incurred by transporting their goods to OCTOPIA Fulfilment warehouses, and shall transport the goods on their own liability.

OCTOPIA draws User's attention to the fact that, pursuant to the specifications "OCTOPIA Fulfilment Terms of Delivery" the "CDA" number assigned by OCTOPIA must appear on the documents submitted by the carrier to OCTOPIA upon delivery. Otherwise OCTOPIA may refuse to accept the Products.

Users commit to shipping the Products according to DDP incoterms (named place of destination). Users are solely responsible for any loss or damage occurring during transport, and for paying transport costs (including in case of proceedings brought by the carrier against OCTOPIA under Law No. 98-69 of February 1998, the "Gayssot Act"), customs duty, taxes and any other charges.

OCTOPIA is not, and should not in any way appear as, the importer, consignee, intermediary or addressee for the Products. OCTOPIA reserves the right to refuse to accept the Products if any such indication appears on the documents provided by the User's carrier.

Users shall ensure that all products are properly packaged so as to protect them against the risk of damage or deterioration during transport and storage, in accordance with the Specifications "OCTOPIA Fulfilment Terms of Delivery" in force, as provided by OCTOPIA.

OCTOPIA may provide Users with specific instructions regarding Product packaging with which they must comply.

OCTOPIA draws Users' attention to the fact that in cases of User non-compliance with the "OCTOPIA Fulfilment Terms of Delivery" or with instructions given by OCTOPIA, particularly

in regard to packaging or the information required on the delivery notes for the Products, OCTOPIA may, at its discretion:

- either refuse to accept the Products, without incurring any liability;
  - or rectify the non-compliance (labelling, packaging ...), at the Users' exclusive expense;
- All this within the conditions described in the Specifications "OCTOPIA Fulfilment Terms of Delivery".

OCTOPIA shall notify Users, either in their Seller Corner or by e-mail:

- of Products received by OCTOPIA in its OCTOPIA Fulfilment warehouses and successfully integrated into stock.
- of discrepancies between quantities expected and quantities received;
- of any disputes upon reception: non-conformity of product, products no available in the User's catalogue;
- of any possible visible damage observed on the Product packaging or on the Products themselves;
- of any refusal of acceptance by OCTOPIA.

In case of reception related disputes or visible damage observed on the Product packaging or the Products, Users will be notified by OCTOPIA and shall have five (5) working days from the date of notification to provide a reply to OCTOPIA regarding the choices that will be proposed to them in the notification (transfer to OCTOPIA to be given to charities, return, and as a last resort in very limited circumstances (e.g. counterfeit) destroy).

In case Users need to take back the Products due to a reception related dispute or due to visible damage or at OCTOPIA's request for the return, OCTOPIA shall inform the User that the Products have been made available under the terms of Article 8.2 of the present OCTOPIA Fulfilment General Terms of Service.

If no response is received from the User after the aforementioned five (5) working days period, or no effective retaking of the Products within fifteen (15) working days of notification, the User acknowledges and accepts that OCTOPIA may dispose of the Products as it sees fit under the terms of the aforementioned Article 8.2 .

OCTOPIA draws Users' attention to the fact that in case of delivery to OCTOPIA Fulfilment warehouses of a surplus over the amount of Products listed in the "CDA" and expected by OCTOPIA, OCTOPIA reserves the right to receive the surplus quantities. The quantities actually received will be reported and may be consulted by Users in their Seller Corner.

The User is also informed that OCTOPIA may open the packaging of the Products delivered to the warehouse in order to check their compliance, in particular with these General Terms of Service.

#### **4. Warehousing Service**

4.1. OCTOPIA will warehouse the Users' Products as accepted upon receiving by OCTOPIA and as compliant with these OCTOPIA Fulfilment Terms of Service.

OCTOPIA identifies User Products using a specific code, using data supplied by Users.

Users acknowledge and agree that their products will be warehoused by OCTOPIA in accordance with the latter's warehousing policy, and that their products will be freely placed or displaced by OCTOPIA within its facilities.

In case of loss or damage to Products caused during warehousing (except for loss of returned products that have been "damaged" by the client in compliance with Article 7), OCTOPIA shall inform and compensate Users for the value of the Products lost or damaged up to the amount of the "Amount of compensation" provided in the appendices of present OCTOPIA Fulfilment's Terms of Service.

In the event that a Purchaser submits a claim for the non-compliance or the illegal nature of a Product, or the reception by OCTOPIA of any other warning from a third party about this non-compliance or illegality, OCTOPIA reserves the right to remove the batch of Products concerned from the User's stock, where the User must replenish his/her/its stock at his/her/its cost.

4.2. To validate the storage of its products, the User must, as appropriate, provide OCTOPIA with a safety protocol in French in compliance with the EU Regulation No. 1272/2008 on the classification, labelling and packaging of substances and mixtures.

OCTOPIA may at any moment decide for security reasons to suspend the reception of dangerous goods.

4.3. The User must make a request to withdraw his/her/its Products before their date of minimum durability date or use-by-date is less than one (1) month. In case of non-compliance with this obligation OCTOPIA is free to dispose of the Product, in particular to recycle it, if it is possible.

## **5. Preparation and shipment service for orders submitted to Users by Purchasers**

OCTOPIA provides Users with a preparation service for orders for Products submitted by Purchasers, purchased from Users.

OCTOPIA will package the products (if necessary) and will label the packages with the recipient's delivery address provided. Please note that for logistical optimization reasons and in order to improve its carbon footprint, OCTOPIA reserves the right to send Products from several Users to the same Buyer within the same package.

OCTOPIA disclaims all liability, particularly in regard to delays in delivery caused by the incorrect or incomplete transmission of the information necessary for OCTOPIA's preparation and dispatch of the order.

OCTOPIA will be able to process order preparation without any particular action being required by Users. OCTOPIA will notify the User that the package's packaging may mention or contain the OCTOPIA name and/or advertising material.

## **6. Delivery service to Product recipients**

6.1. Delivery of Products to Purchaser addressees is possible only to countries to which OCTOPIA delivers.

In this context, and in view of facilitating billing and payment by the Purchasers for their order, Users, operating as intermediary for the sale, will offer the delivery services marketed by OCTOPIA to its own consumer customers.

The Users may thus provide his/her/its Purchasers the benefit of the advantageous delivery rates and choices offered by OCTOPIA to its own customers. In addition, Purchasers will receive only one invoice, and make only one payment for the entirety of their order.

Therefore, when Purchasers place orders on the Selected Marketplaces via the Octopia Solution for Products entrusted to the OCTOPIA Fulfilment service, Users agree to exclusively display the delivery methods offered by OCTOPIA at that time, for the delivery fees set by OCTOPIA.

Based on the choice of delivery method selected by the Purchaser from the User, OCTOPIA or its subcontractors will carry out the delivery of the Products to the delivery addresses provided by the Purchaser.

Purchasers will be notified by email from the OCTOPIA customer service department as the delivery of their order progresses.

OCTOPIA will invoice Users for the amounts paid by the Purchaser for the delivery of the Products.

The User for its part, as intermediary for the sale, shall include its delivery charges on its invoice sent to Purchasers, for the delivery service it provides.

In case of complaints from a Purchaser regarding delivery, OCTOPIA undertakes to provide the information and documents required to handle the dispute. In any event OCTOPIA shall remain responsible for loss and damage to the Products during transport and delivery failure, except if caused an error in the address provided by the Purchaser or User. OCTOPIA shall compensate Users for the value of the Products lost or damaged during transport up to the amount of the "Amount of compensation" provided in Appendix 1 of the present OCTOPIA Fulfilment General Terms of Service.

## **7. Product Return Service**

OCTOPIA provides a "Product returns made by clients" services for the Products sold by the User.

OCTOPIA directly handles requests for the return of Products purchased from Users directly with the Purchaser, except for return requests concerning legal warranty of conformity or hidden defects (e.g., failure while under warranty, failures encountered during entry into service). In such case, the User will handle the complaint directly with the Purchaser in accordance with the TOU.

In the event of a Product return, OCTOPIA will examine the returned Product on reception to classify it as “new” or “damaged” according to its condition. In case the Product returned by the Purchaser is in “new” condition, OCTOPIA reintegrates the Product in User’s saleable stock. On the contrary, should the Product returned by the Purchaser be classified as “damaged”, OCTOPIA does not reintegrate the Product to User’s saleable stock and makes it available for the User to organize the taking back of its “damaged” stock. The User undertakes and accepts not being compensated by the OCTOPIA for the “damaged” Products returned by Purchasers.

The User will be informed by OCTOPIA of the return of a “damaged” Product and will have five (5) working days from the notification to give an answer to OCTOPIA among the alternatives provided in the notification.

Products shall be taken back according to the terms of Article 8.2 of the present OCTOPIA Fulfilment General Terms of Service.

In the event that the User fails to reply within the above-mentioned five (5) working days, or to effectively return the Product within fifteen (15) working days of the notification of Products provision, OCTOPIA may freely dispose of the Products under the terms of the aforementioned Article 8.2.

In addition, in the event that a Product is returned with a best-before limit, OCTOPIA is free to dispose of the Product, in particular to recycle it if it is possible.

## **8. Product Return**

8.1. OCTOPIA may at any time require the User to take back the Product for reasons such as: Product safety alert, risks of deterioration of the Products, failure by the User to fulfil his obligations, absence of stock of a Product during 6 months etc.

The User may also at any time make a request to take back Products in stock, except during the period between December 15 and January 15. The User also acknowledges that depending on the period the User makes its request to take back its Products, the usually observed delays may be extended due to peaks in activity (for example: end of year period, sales...).

8.2. The return of the Products will be carried following the notification by OCTOPIA of their availability.

In the event the Products are not effectively returned to us by the User within fifteen (15) working days from the notification of availability, OCTOPIA may freely dispose of the Products (including, give, in particular to a charity, repair and / or resell, and as a last resort in very limited circumstances (e.g. counterfeit) destroy), which the User acknowledges and accepts.

8.3. If the User wishes to return dangerous goods, he/she/it must provide OCTOPIA with all the documents required by the legislation and regulations regarding their transportation (bills, labels of dangerousness, etc.).

## **9. Optional additional services**

OCTOPIA may offer the User the following optional additional services. These optional additional services are solely available upon registration. Applicable conditions and tariffs are available upon request via the User Area.

**9.1. Fulfilment on Demand.** OCTOPIA offers a delivery service that enables the circulation of Products directly from receipt to despatch, without first going via storage at OCTOPIA warehouses (hereinafter referred to as “Fulfilment on Demand”). Thus, as soon as the Purchaser’s order is placed with the User, the User delivers to the OCTOPIA warehouse

address and OCTOPIA then takes care of delivering immediately to the Purchaser with no storage phase.

When using the “Fulfilment on Demand” service, the User undertakes to deliver to the OCTOPIA warehouses according to the information provided by him in his Seller Corner and validated by OCTOPIA and within 20 (twenty) days following the Purchaser order date. The User is informed that if the deadline for delivery to the OCTOPIA warehouses to which he has committed himself is not met, the orders concerned will be automatically cancelled.

**9.2. Upstream and downstream transport.** In order to make it easier for the User to send or return items to or from one or more OCTOPIA storage locations, OCTOPIA can put the User in touch with one or more transport providers who can provide upstream or downstream transport services from the address of their choice to the OCTOPIA storage warehouses or vice versa.

The applicable conditions and rates are available upon request via the Seller Corner. Transport is carried out at the expense and under the exclusive responsibility of the User.

By derogation of Article 11 of the present contract and in the event of Product losses or damages during the performance of the upstream or downstream transport, OCTOPIA’s liability will be capped at the sum of the penalty applicable to the transport of goods stipulated by the regulations in place at the time of the event causing the said damage or loss.

**9.3. External orders.** OCTOPIA offers its OCTOPIA Fulfilment services for Products sold by Users on other websites, under the same conditions applicable for the orders placed on the Selected Marketplaces.

**Regarding preparation of the orders placed on other websites,** Users shall transmit the information regarding the recipient and delivery address, according to the instructions and in the format requested by OCTOPIA. Users are sole responsible for the information provided. For this optional additional service, the packaging and labels provided by OCTOPIA shall include one distinctive sign belonging to OCTOPIA.

**Regarding delivery of External orders,** OCTOPIA will inform Users of the delivery method(s) available.

OCTOPIA draws Users’ attention to the fact that the delivery methods available as part of User sales on the Octopia Solution will not be all available for sales made by Users on other websites.

Users will be notified in their Seller Corner of the progress made in the delivery of orders placed by Purchasers.

**Regarding the return service of External sales,** the User will process customer returns in their entirety. If the User decides to accept a Product return, the User may accept the return via the Seller’s Corner, thus triggering the return proceedings for the return of the Product by the Purchaser in order to reintegrate the returned Product into its OCTOPIA Fulfilment stock.

In the event Products of External orders are lost or damaged, the User shall be only and exclusively compensated based on the amounts of compensation presented in the appendices of the present OCTOPIA Fulfilment General Terms of Service.

## 10. Financial terms

**10.1.** The OCTOPIA rates in effect for the OCTOPIA Fulfilment service, invoiced to the User by OCTOPIA, are given in Appendix 1 of the present OCTOPIA Fulfilment General Terms of Service. Rates for the optional additional services offered by OCTOPIA are available upon request via the User Area.

Rates are subject to a revision under the conditions stated in articles 6 and 11.2 of the TOU.

In case of User disagreement, the latter shall be entitled to terminate the OCTOPIA Fulfilment service under the conditions of the article 13.1 hereof.

## 10.2. Terms of payment

OCTOPIA invoices become due immediately after their issue and are subject to a debit every ten days.

Pursuant to the legal dispositions in force, OCTOPIA is obliged to notify the User that in the event of late payment, interest on arrears will be charged automatically starting from the invoice due date, at a rate equal to three (3) times the legal interest rate, plus a lump sum set by decree for recovery costs.

Compensation will be automatically performed – no matter if the legal conditions of compensation are fulfilled or not –among amounts owed to OCTOPIA by the User and amounts owed to the User by OCTOPIA.

Consequently, the User expressly agrees with the fact that the compensation of the due amount owed to Octopia by the User is automatic and immediate.

The User grants to OCTOPIA the irrevocable right to assign its debt to any entity at any time.

**10.3.** OCTOPIA reserves the right to delay the delivery of all or part of the Products entrusted by the User until complete payment of the invoices by the latter and of all amounts owed to OCTOPIA by the User for any reason whatsoever.

**10.4.** In the event of the delayed or defaulted payment of any sum owed by the User to OCTOPIA, the latter reserves the right:

- To retain for a resale value covering the sums due by the User any Product entrusted to OCTOPIA under the Service until full payment by the User of all the amounts due; and, if applicable
- To dispose of the Product(s) concerned at its discretion thirty (30) calendar days after a formal notice to pay the sums due to the User has remained unanswered. After this period, the ownership of the Products will be automatically transferred to OCTOPIA.

In addition, OCTOPIA will proceed to the pick-up of the stock of Products available for sale on the Catalogue and will suspend all ongoing or planned deliveries. In case of failure of payment, following a thirty (30) days period after a notice served by registered mail with delivery confirmation with no effect ownership of the Products shall automatically transfer to OCTOPIA, and the User acknowledges and accepts that OCTOPIA may dispose of the

Products as it sees fit (including donating, in particular to a charity repairing and/or reselling, and as a last resort in very limit circumstances (e.g. counterfeit) destroying them).

## **11. Liability**

OCTOPIA shall not replace the User in its obligations to its Purchasers nor take on such obligations.

In this regard, OCTOPIA reiterates to Users that the following shall be their responsibility:

- to act in accordance with all legislation on the protection of consumers,
- to pay all taxes and contributions owed.
- to act in accordance with all legislation associated with the Law on Computing and Freedoms as amended and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, in particular ensuring that its Purchasers are able to exercise, in particular, their right to dispute, to correct and to access data concerning them.

OCTOPIA may only be held liable with regard to the User, as appropriate, on the basis of proven fault and up to limit of the direct damage (excluding all other damage). If however an enforceable pecuniary judgment is pronounced against OCTOPIA, its conviction for any potential damages may not exceed the gross amount for the provisions of the OCTOPIA Fulfilment service as billed by OCTOPIA in respect of the twelve (12) months preceding the event causing the said damages.

## **12. Subcontracting**

OCTOPIA may subcontract the obligations imposed upon it in whole or in part. In any event, OCTOPIA shall remain the User's sole interlocutor and shall remain solely liable for the proper implementation of the entirety of the OCTOPIA Fulfilment services, up to the limits referred to in Article 11 above.

OCTOPIA commits to settling any disputes directly with its subcontractor(s) without requiring the User's involvement.

## **13. Termination**

### **13.1. Termination for Convenience**

Beyond the cases provided in these OCTOPIA Fulfilment General Terms of Service, the User and OCTOPIA may at any time without cause and without cost, penalty, or obligation whatsoever, terminate the OCTOPIA Fulfilment service in accordance with the following stipulations:

- upon User initiative, under the conditions of article 8 hereof.
- upon OCTOPIA's initiative, by the provision of notice regarding such decision to the User by registered mail with delivery confirmation with ninety (90) calendar days' advance notice.

### **13.2. Termination for breach**

In case of non-compliance by the User or by OCTOPIA with its obligations hereunder, and/or any obligations inherent in its activities, the contractual relationship between the User and OCTOPIA may be terminated at the other Party's discretion.



Termination will occur within ten (10) calendar days after a notice of default served by registered mail with delivery confirmation to the defaulting party with no effect. In such case, the other Party may terminate by a second letter sent registered mail with delivery confirmation to the defaulting Party.

In case of serious and/or repeated misconduct, termination may take place immediately by notice sent registered mail with delivery confirmation to the defaulting Party reporting the gross and/or repeated negligence imputable to the latter.

The termination shall take effect without prejudice to any other remedy that may be directed against the defaulting party.

### **13.3. Termination upon closure of User registration with the Octopia Solution**

The termination of the User's registration with the Octopia Solution shall automatically entail termination of the OCTOPIA Fulfilment service, without any formality.

Inversely, cancellation of the OCTOPIA Fulfilment service does not automatically entail termination of the User's registration with the Octopia Solution.

### **13.4. Effects of termination**

Following receipt of a notice of termination from either party, OCTOPIA shall proceed:

- Within five (5) working days, to carry out technical closure (information systems) for inflows and outflows of Products in stock;
- Within thirty (30) working days, to render the Products available to be taken back by the User.

OCTOPIA shall notify the User when the Products are made effectively available. The User agrees to make an appointment to take back its Products from OCTOPIA as soon as possible after OCTOPIA renders them available, within fifteen (15) working days following notification of the effective availability of the Products.

Services provided by OCTOPIA until the User takes the Products back will be invoiced to the User by OCTOPIA in accordance with appendix A of the present OCTOPIA Fulfilment General Terms of Service.

If the User does not take back its Products within the aforementioned period, the User acknowledges and agrees that OCTOPIA may freely dispose of them under the terms of Article 8.2 of the present OCTOPIA Fulfilment General Terms of Service.

## **14. Protection of Personal Data**

The terms "Personal Data" "Processing", "Persons concerned", "Data Controller" and "Processor" will have the definitions as established by the Regulation RGPD. In the context of the execution of these OCTOPIA Fulfilment General Terms of Service, including the External orders, the User is the Data Controller and OCTOPIA acts as the Processor with regard to the User.

OCTOPIA may act as the Data Controller for all processing relating to the management of its activity, for which these provisions do not apply.

14.1. The Parties undertake, each as far as they are concerned, to comply with applicable laws and regulations this term designates all national and European laws, regulations and other standards, applicable to the processing of personal data carried out by the External orders activity, including in particular the EU Regulation n°2016/679 of April 27, 2016 on the protection of personal data (hereafter "Regulation") and all national laws of the European Union Member States adopted in addition to or in application of the provisions of the Regulation such as, and without limitation, the law n°78-17 of January 6, 1978 relating to information technology, 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, the use of tracking technologies such as cookies and direct prospecting (commonly referred to as "e-Privacy" rules).

14.2. The Processor processes, on behalf of the Data Controller, as part of the OCTOPIA Fulfilment service including the External orders:

- The following personal data: surname, first name, billing and delivery addresses, landline or mobile phone number, email address (encrypted or unencrypted depending on the sales channel) of Purchasers.
- The categories of Persons concerned: Purchasers
- For the following purposes: the management and delivery of the Products to the Purchasers, compliance with its legal and/or regulatory obligations

#### 14.3. Processor's tasks

The Processor undertakes to:

- Only process Personal Data for the sole purpose(s) 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;
- Guarantee the confidentiality of the processed Personal Data;
- Immediately flag any modification or change that could impact the Processing of Personal Data entrusted to the Subcontractor;
- Respect the Personal Data storage period in accordance with the purposes for which it was collected or sent and delete all Personal Data upon expiry of the said storage period, in accordance with legal obligations applicable to the Parties.

#### 14.4. Subprocessing

The Processor may engage another processing subcontractor (hereinafter referred to as the "Subprocessor") to carry out specific processing tasks. The Processor undertakes to enter into a subcontracting contract with the Subprocessor (i) before the start of any subcontracting impacting the processing activities (ii) holding it liable to the Subprocessor for obligations

identical or equivalent to those imposed on it under the GTCU. The Subprocessor must provide sufficient guarantees and in any event, identical or equivalent to those charged to the Processor and may not in turn recruit other subsequent subcontractor(s) only in compliance with the conditions of these GTCU.

The Processor will inform the Data Controller at least fourteen (14) days before the addition/replacement of a Subprocessor. 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 GTCU without charge or other penalties other than the outstanding amounts due for services already provided.

The Data Controller is informed that, at the date of signature of this/the User's adhesion to this Agreement, the Processor has recourse to subsequent Subprocessors specialized:

- in the management of warehouses;
- in transport.

#### 14.5. Information of Persons concerned

14.5.1. For the OCTOPIA Fulfilment service: The Processor provides, via the data protection policy of its site, to the Persons concerned by the processing operations, the information relating to the processing of Personal Data carried out.

14.5.2. For the External orders service: It is the responsibility of the Data Controller to give information to the Persons concerned by the Personal Data processing operations (i) in the event of direct collection from the Persons concerned, at the time of the collection of the Personal Data and (ii) in the event of indirect collection, within a reasonable period of time not exceeding one month after obtaining the Personal Data or at the latest at the time of the first communication.

#### 14.6. Exercise of individuals' rights

Should the Persons concerned send the Processor a request to exercise its rights, the Processor must immediately address these requests upon receipt from the User via the Seller Corner.

#### 14.7. Notification of Breaches

The Processor will notify the Data Controller of any Breach as soon as possible after being made aware of it via the Seller Corner. The notification will include the information referred to in Article 33.3 of the Regulation. If it is not possible to provide all of this information at the same time, the information may be communicated in stages without undue delay.

#### 14.8. Support and documentation from the Processor within the context of compliance by 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 entrusted Processing could contravene the laws and regulations applicable to the protection of Personal data, or could risk resulting in a breach or violation of these, the Processor undertakes to immediately inform the Data Controller, it being specified that the latter remains the sole judge between the Parties of the validity of the instructions given concerning the entrusted Processing.

#### 14.9. Security of Personal Data

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

#### 14.10. 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 a sufficient level of Personal Data protection" by the European Commission, the Processor will be obliged - prior to any transfer - to formalise an agreement 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 a "Personal data importer" and to ensure that the terms and obligations of this agreement are scrupulously respected by its Subprocessor, 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.

#### 14.11. Finality of Personal Data

At the end of the GTCU, the Processor undertakes, according to the instructions given by the Data Controller, to carry out the final and irreversible deletion of all Personal Data communicated for the performance of the services, including any copies existing in the Processor's information systems. The Processor must order all of its Subprocessors to carry out this deletion.

#### 14.12. Data protection officer

Contact details of the Processor's data protection officer: [dpo@octopia.com](mailto:dpo@octopia.com).

#### 14.13. Documentation and auditing

The Processor provides the Data Controller with the documentation needed to demonstrate compliance with its obligations. The Data Controller may carry out or have a third party auditor bound by a confidentiality agreement and not in competition with the Processor carry an audit of the Processor in order to verify the latter's compliance with its obligations hereof, and this at its own expense, a maximum of one (1) time per year, during normal office hours, subject to a notice of fifteen (15) working days including the designation of the persons or entities tasked with carrying out the audit. In the event that the Processor has been audited during the same year as the Data Controller's audit request, it may communicate, on a confidential basis, a summary of the audit report instead and in place of an audit carried out by the Data Controller.

#### 14.14. Obligations of the Data Controller towards the Processor

The Data Controller undertakes to document in writing any instruction concerning the Processing of Personal data by the Processor. The Data Controller remains solely liable for the lawfulness of the entrusted Processing, in particular with regards to the principles and

obligations provided for by the applicable laws and regulations concerning, in particular, the legal basis of the entrusted Processing and the information of the Persons concerned.

## **15. Miscellaneous**

**15.1.** OCTOPIA reserves the right to make changes to these OCTOPIA Fulfilment General Terms of Service.

Users will be notified of such changes by an e-mail sent by OCTOPIA fifteen (15) calendar days prior to the date of entry into force of the modified present OCTOPIA Fulfilment General Terms of Service. The User is free to either accept the modified General Terms or to terminate its collaboration with OCTOPIA in the conditions of article 13.1 hereof.

**15.2.** The failure by one of the parties to claim a breach by the other Party of any of its obligations under the OCTOPIA Fulfilment General Terms of Service, or a delay in the exercise of any of its rights, shall not entail definitive waiver of its ability to enforce such provision or to exercise such right or any other right.

**15.3.** OCTOPIA is permitted, at any time, to assign these General Terms of OCTOPIA Fulfilment Service, in whole or in part, to any company directly or indirectly controlled by the CASINO Group, as provided under Article L. 233-3 of the Commercial Code.

**15.4.** In the event that one or more of the provisions of these General Terms of Service may be deemed null and void, or declared such pursuant to any law, regulation or unappealable decision pronounced by a competent court, the other provisions shall remain in full force and effect.



## ANNEX A. RATES FOR "SMALL PACKAGES"

This applies to all Products weighing less than 30kg AND with a width + length + height of less than 2m

### A.1. Storage service

The storage service of the Products that the User entrusts to OCTOPIA under the Fulfilment service will be invoiced by OCTOPIA to the User:

- per Product reference;
- according to the volume in m<sup>3</sup> of storage (including packaging) of each Product reference in question;
- according to the applicable category based on the storage rotation of the Product reference in question (express storage, standard green stock, sensitive orange stock), hereinafter the "Category";

In accordance with the prices (€ excl. tax / per m<sup>3</sup> / per month) shown in the following table, with a rounding of € 0.01 excl. tax per day and per Product:

Storage		
TYPE	ROTATION	RATES
EXPRESS	< 2 weeks	Free
STANDARD	Between 2 weeks and 3 months	€10/ m <sup>3</sup> / month
SENSITIVE	> 3 months	€15 / m <sup>3</sup> / month

OCTOPIA will invoice the User on a per-decade basis.

For each decade, OCTOPIA will calculate for each Product reference :

1. the number of m<sup>3</sup> in stock between the day "D" at the end of the decade and "D - x" at the beginning of the decade;
2. the amount to be invoiced to the User according to the m<sup>3</sup> of storage and the applicable Category for the Product reference;

Depending on the stock rotation of each Product reference, OCTOPIA will check if there is a change of Category for each Product reference which will be applicable for the next decade.

OCTOPIA informs the User that when a new Product reference is put back into stock, the applicable Category will be the "standard stock" one. Depending on the stock rotation in the following decades, OCTOPIA will adjust the applicable Category for the next decades.

### A.2. Reception, preparation, dispatch, delivery and customer service for products in stock or in "Fulfilment on demand"

These services are invoiced by OCTOPIA per package according to the weight of the Product (including packaging).

The fee structure (€ excl. VAT) applicable to sales made on the OCTOPIA Marketplace is as follows:

**Rates applicable from 1 June 2019 to 9 July**

2020	
WEIGHT	RATES/package (€ excl. VAT)
0 - 99g	€2.10
100g - 249g	€2.40
250g-499g	€2.80
500g - 749kg	€3.45
€3.60750g – 999g	€3.55
1kg - 1,49kg	€3.90
1,5kg – 1,99kg	€4.00
2kg – 2,99kg	€4.30
3kg – 3,99kg	€5.25
4kg - 4,99kg	€5.35
5kg – 5,99kg	€5.45
6kg – 6,99kg	€5.50
7kg – 7,99kg	€5.60
8kg – 8,99kg	€5.80
9kg – 9,99kg	€5.90
10kg – 11,99kg	€6.00
12kg – 14,99kg	€7.30
15kg – 19,99kg	€8.55
20kg – 24,99kg	€9.55
25kg - 30kg	€9.75

Rates applicable from 10 July 2020	
WEIGHT	RATES/package (€ excl. VAT)
0 - 99g	€2.15
100g - 249g	€2.50
250g-499g	€2.90
500g - 749kg	€3.60
€3.60750g – 999g	€3.60
1kg - 1,49kg	€4.00
1,5kg – 1,99kg	€4.10
2kg – 2,99kg	€4.50
3kg – 3,99kg	€5.50
4kg - 4,99kg	€5.60
5kg – 5,99kg	€5.70
6kg – 6,99kg	€5.70
7kg – 7,99kg	€5.80
8kg – 8,99kg	€6.00
9kg – 9,99kg	€6.10
10kg – 11,99kg	€6.30
12kg – 14,99kg	€7.70
15kg – 19,99kg	€9.00
20kg – 24,99kg	€9.65



25kg - 30kg	€9.85
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## Coûts annexes

Type	Description	Tarifs
Hors Gabarit	1,5M - 2M	2,00 € ht

**A.3. Management of returns and other services**

These services are invoiced by OCTOPIA according to the table below:

Type of service	Pricing
Re-labelling	0,20€ HT / piece
Repackaging	0,80€ HT / pallet
Consumables - pallets	10, 00 excl. tax / pallet
Repossession of stock	€30 excl. tax / hour
Assignment	€30 excl. tax / hour
Other services (stock transfer / sorting at reception)	€30 excl. tax / hour
Non-standard pallet unloading	€8 excl. tax / pallet
Litigation Audit	€30 excl. tax / hour (if inconclusive)
Customer return	€4 excl. tax / return
Failure to attend an appointment	€200 excl. tax / appointment

The minimum charge for Repossession/Assignment/Sorting Non-Conforming Receipt/ Litigation Audit is €20 excluding VAT.

**A.4 "Amount of Compensation" for loss or damage of Products caused by OCTOPIA:**

OCTOPIA calculates the Amount of Compensation for a Product ordered according to the following formula:

Amount of Compensation = Amount of the Product ordered before tax - Standard amount of the commission for the category

In other cases, and in particular in the case of external Orders, the Amount of Compensation will be determined according to the table below:

Typologie de Produits	Montant d'Indemnisation	Exemples
Livres / Musique / DVD	10 €	
Accessoires High Tech (consommables, câbles...)	10 €	Chargeurs Téléphone, câble USB...
Puériculture / Jeux Enfants / Jouets	20 €	Jeux de Bains, Jeux de société, Déguisement
Textile / Chaussures	20 €	
Equipement Maison	40 €	Chauffage, Beauté...
Jeux Vidéo	40 €	
Bijouterie / Bagagerie	40 €	Valises, Bijoux...
Bricolage / Jardinage	40 €	Perceuse, Escabeau, Tronçonneuses...
Stockage et Composant Informatique	70 €	Disques durs, Logiciels, Carte Vidéo...
High Tech embarquée	70 €	Lecteurs DVD portables, Cadre Photo numérique...
Multimédia	90 €	HiFi, Console de jeux...
Petit Mobilier	90 €	Chaise, Equipement Bureau...
Petit Electroménager	90 €	Aspirateur, Préparation culinaire...
High Tech	140 €	PC, NoteBook, Smartphone, Reflex...
Gros Electroménager	140 €	Cuisinière, Lave Vaisselle...
Jeux de Café / Bar	140 €	Billards, Babyfoot...
Autres	40 €	

In the case of External Orders, if the above compensation scale provides for a higher amount than the amount at which the Product is marketed by the User on OCTOPIA Marketplace, the compensation will be made up to the amount of the last offer without VAT of the User for the said Product on OCTOPIA Marketplace.

In the event of compensation for a Product by OCTOPIA, OCTOPIA may dispose of the Product (including giving it away to charity, repairing and/or reselling it and, as a last resort and in very limited cases (e.g. counterfeiting), destroying it), which the User acknowledges and accepts.

## ANNEX B. TARIFFS FOR "LARGE PACKAGES"

This applies to all Products whose weight is between 30kg < X < 180 kg OR whose dimensions (width + length + height) are > 2m.

OCTOPIA draws the User's attention to the fact that the price of OCTOPIA Fulfilment services for "Large Packages" depends on the User's choice of warehouses and the geographical location of the Buyers.

Example: the Customer, present in the delivery area of warehouse A, orders a product available in stock only at warehouse B. In order to fulfill the Customer's request, OCTOPIA Fulfilment will automatically transfer the stock from warehouse B to warehouse A.

### B.1. Storage service

The storage service is performed in the warehouse(s) provided by OCTOPIA and chosen by the User when creating the "CDA".

The storage service of the Products that the User entrusts to OCTOPIA under the OCTOPIA Fulfilment service will be invoiced by OCTOPIA to the User:

- per Product reference;
- according to the volume in m<sup>3</sup> of storage (including packaging) of each Product reference in question;
- according to the applicable category depending on the storage rotation of the Product reference in question (express storage, standard green stock, sensitive orange stock. .) hereinafter the "Category";

And this, in accordance with the prices (€ excl. tax / m<sup>3</sup> / month) shown in the following table, with a rounding of € 0.01 excl. tax per day and per Product :

Storage		
TYPE	ROTATION	RATES
EXPRESS	< 2 weeks	Free
STANDARD	Between 2 weeks and 3 months	€10/ m <sup>3</sup> / month
SENSITIVE	> 3 months	€15 / m <sup>3</sup> / month

OCTOPIA will invoice the User on a per-decade basis.

For each decade, OCTOPIA will calculate for each Product reference :

1. the number of m<sup>3</sup> in stock between the day "D" at the end of the decade and "D - x" at the beginning of the decade;
2. the amount to be invoiced to the User according to the m<sup>3</sup> of storage and the applicable Category for the Product reference;

Depending on the stock rotation of each Product reference, OCTOPIA will check if there is a change of Category for each Product reference which will be applicable for the next decade.

OCTOPIA informs the User that when a new Product reference is put back into stock, the applicable Category will be the "standard stock" one. Depending on the stock rotation in the following decades, OCTOPIA will adjust the applicable Category for the next decades.

### B.2. Reception, preparation, dispatch, delivery and customer service for products in stock or in "Fulfilment On Demand".

These services are invoiced by OCTOPIA per package according to the family and volume of the Product (including packaging). The prices are indicated in euros, excluding taxes.

#### Réception, Préparation Livraison

Catégories	Canapé Meubles	GEM	Mobilier de Jardin Jeux extérieurs	Literie	Autres
< 0,65 m3	29,90 €	19,90 €	19,90 €	14,90 €	14,90 €
> 0,65 m3	34,90 €	29,90 €	29,90 €	29,90 €	24,90 €

\*Other: All products that are not included in the Product families mentioned in the table.

Depending on the choice made by the User to store the Products in one or more warehouses provided by OCTOPIA, OCTOPIA shall, depending on the geographical location of the warehouse and the Customer, transfer the Products to another Fulfilmentwarehouse.

#### Coûts annexes

Type	Description	Tarifs
Hors Gabarit	3M - 4M	+ 5 €
Hors Gabarit	4M - 5M	+ 10 €
Hors Gabarit	> 5M	+ 15 €

Large Packages" are considered as "outsize" Products when the development (width + length + height) is > 2m.

OCTOPIA will invoice the User on a per-decade basis.

### B.3. Management of returns and other services

Management of returns and other services These services are invoiced by OCTOPIA according to the table below:

Type of service	Pricing
Re-labelling	0,20€ HT / piece
Consumables - pallets	10, 00 excl. tax / pallet
Repossession of stock	€30 excl. tax / hour
Assignment	€30 excl. tax / hour
Other services (stock transfer / sorting at reception)	€30 excl. tax / hour
Non-standard pallet unloading	€8 excl. tax / pallet
Litigation Audit	€30 excl. tax / hour (if inconclusive)
Failure to attend an appointment	€200 excl. tax / appointment

The minimum charge for Repossession/Assignment/Sorting Non-Conforming Receipt/ Litigation Audit is €20 excluding VAT.

### B.4. "Amount of Compensation" for loss or damage of Products caused by OCTOPIA:

OCTOPIA shall calculate the Amount of Compensation for the Product ordered according to the formula :

Amount of Compensation = Amount of the Product ordered before tax - Standard amount of commission for the category

In other cases, and in particular in the case of External Orders, the Amount of Compensation shall be determined in accordance with the table below:

FAMILLE	Sous Famille	Indemnité
GROS ELECTROMENAGER	Cuisine	80
	Lavage	100
	Sechage	100
	Repassage	50
	Rangement	80
IMAGE, SON & INFORMATIQUE	Accessoires Vidéo	60
	Accessoires informatiques	30
	Hi-Fi	150
	Image - Vidéo	100
	Imprimantes/Multifonct*/Fax Informatique	100
INDOOR / OUTDOOR	Animalerie	50
	Auto / Moto	80
	Canapés et Fauteuils	100
	Decoration	50
	Entretien / rangement	50
	Equipement exterieur	50
	Jeux / Jouets	50
	Musique	50
	Outdoor / Plein air	100
	Sport	50
	Univers Chambre	100
	Univers Cuisine	100
	Univers Jardin	50
	Univers Literie	100
	Univers Salle de Bain	100
Univers Salon / SaM	100	

In case of compensation of a Product by OCTOPIA, the Company may dispose of it (including, in particular, donating it to charities, repairing and/or reselling it and, as a last resort and in very limited cases (e.g. counterfeiting), destroying it), which the User acknowledges and accepts.

## **ANNEX C. TARIFFS FOR OPTIONAL SERVICES**

The rates for optional additional services offered by OCTOPIA are available on request from the User via his Seller's Corner.

## 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 "**Customer** ") 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").

These TOU for payment services can be accessed at any time in the Customer area.

### **PRELIMINARY ARTICLE: DEFINITIONS**

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

**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.

**Customer** : Legal entity 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, client of OCTOPIA, putting in relation the sellers and the buyers. The list of Marketplaces is available on the Seller's Corner.

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

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

**Provision** : the available amount credited to the Customer 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.

### **1. SUBJECT**

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These Payment Services TOU set out the terms and conditions relating to the payment services provided by CNOVA PAY to the Customer 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 Customer must first have been accepted as a Customer of CNOVAPAY.

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 Customer 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 Customer, in accordance with the regulations concerning the fight against money laundering and terrorist financing.

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

CNOVA PAY reserves the right to request additional information and supporting documents from the Customer before or after validation of its registration.

The Customer 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 Customer's Payment Account.

The Customer 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 Customer informs the person who has the power to make payment transactions on the Customer 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.

The Selected Marketplace will collect the amount of the payment made by the Buyer on its bank account. The Customer Payment Account opened with CNOVA PAY will then be activated at the latest at the end of the first working day following the date of receipt of this amount, less any amounts due to the Selected Marketplace.

The Selected Marketplace, in its capacity as Agent for CNOVA PAY, reserves the right to apply charges to Buyers 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 Customer**

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

The Customer authorises CNOVA PAY to pay the available funds by transfer to the Customer's Payee Account on a decennial basis. However, the Customer may at any time request the payment of sums that have become available 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 and the sums already paid to the Client.

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

Following a change in the Customer Payee Account details, the transfer date may be delayed for up to 20 calendar days from receipt by CNOVA PAY of any supporting documentation requested by CNOVA PAY.

Should the Customer request the revocation of the above payment transactions, the Customer must send CNOVA PAY a registered letter with acknowledgement of receipt. CNOVA PAY will execute the payment orders in accordance with the regulations in force and these TOU for payment services and will charge the Customer a handling fee of up to 10% of the amount of the payment transaction requested.

### **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 Payee 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. CNOVA PAY will inform the Customer by any means.

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

### **3.3 Direct debit**

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

### **3.4 Protection of customer funds**

Customer 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 Customer.

### **4.2 Fees**

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

### **4.3 Exchange rates**

If the Client acknowledges that the currency of the Client Payment Account differs from the currency of the Client Payee Account to which the funds are to be transferred, the Client will be charged a full exchange fee.

## **5. CUSTOMER PAYMENT ACCOUNT INFORMATION**

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

CNOVA PAY will provide the Customer in the anniversary month of the opening of the Customer 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**

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

In the event of changes, CNOVA PAY undertakes to inform the Customer by any means, no later than two months prior to the intended date of implementation.

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

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

### **6.2 Term**

These Payment Services TOU come into force on the date of acceptance by CNOVA PAY of the opening of the Customer 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 Customer has been canvassed by CNOVA PAY within the meaning of article L. 341-1 of the CMF, the Customer 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 these TOU for payment services.

At the Customer's express request, these TOU for Payment Services 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 Customer must inform CNOVA PAY by registered letter with acknowledgement of receipt of his withdrawal from these TOU for payment services.

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

## **6.4 Termination**

### **6.4.1 Termination at the Customer's convenience**

The Customer may terminate these TOU for payment services at any time by registered letter with advice of receipt.

As of the closure of the Client Payment Account, all outstanding transactions will be cancelled.

### **6.4.2 Suspension or termination by CNOVA PAY**

Unless otherwise agreed in writing, CNOVA PAY may terminate these 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 Customer Payment Account with immediate effect, by simple written notification, in the cases set out below

- if the Customer has failed to comply with the provisions of these TOU for payment services,
- if the Customer 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,

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

### **6.4.3**

Termination for inactivity In the event of inactivity of the Customer, i.e. absence of transaction carried out by the Customer 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 TOU of payment services and to close the Customer's Payment Account upon simple notification to the Customer.

### **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 Customer Payment Account.

### **6.4.5 Effect of termination**

Termination of these TOU for payment services 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 Customer is acting exclusively for professional purposes, the provisions of the same code relating to the costs associated with informing the Customer, 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, these 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 Customer Payment Account or any event likely to lead to such use, the Customer is obliged to inform CNOVA PAY immediately.

CNOVA PAY reserves the right to block the Customer Payment Account, for objectively justified reasons relating to security or suspected unauthorised or fraudulent use. In this case, 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.

In the event of use of the security device, unauthorised payment transactions carried out prior to the notification of the blocking shall be charged to the Customer acting for non-business purposes, up to a maximum of 150 euros.

## **LIABILITY**

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

In this respect, CNOVA PAY reminds the Customer 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 Customer such as wilful or grossly negligent failure to fulfil its obligations, late transmission of the stop payment or bad faith.

## **9. 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 Customer acknowledges that the Selected Marketplace and/or CNOVA PAY is entitled to request any information necessary for CNOVA PAY to identify the Customer and verify the validity of the transactions carried out by the Customer.

## **10. CONFIDENTIALITY OF INFORMATION AND PROTECTION OF PERSONAL DATA**

### **10.1 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.

### **10.2 Protection of personal data**

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

CNOVA PAY undertakes to the Customer to:

- process personal data for the purposes required by law and within the strict and necessary framework and for the implementation of these TOU for payment services;
- 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 Customer 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 these TOU for payment services.

## **11. ASSIGNMENT**

Assignment The Customer 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.

## **12. 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 these TOU for payment services as a whole or their legal effects.

## **13. NON-WAIVER - TOLERANCE**

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

## **14. FORCE MAJEURE**

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

## **15. 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 Customer is French.

## **16. DISPUTES**

These TOU for payment services 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.