

GENERAL TERMS AND CONDITIONS OF SALE FOR THE B2PWEB FREIGHT EXCHANGE

1 Field of application

These General Terms and Conditions of Sale ("GTCS") set out the conditions and obligations of B2PWeb and its Customers (called jointly "the Parties") for performance of the contracts of the General Freight Exchange (hereinafter "the B2PWeb Service") available at www.b2pweb.com. B2PWeb reserves the right to modify the GTCS at any time, in which case we will inform you when you login to the site.

2 Presentation of the services of the General Freight Exchange

The B2PWeb General Freight Exchange is an Internet platform for putting qualified transport professionals in contact with one another and allow them to conclude transactions.

Transport and transport commissioning companies in France with an APE (Main business activity) code in the list below are deemed qualified:

- 4941A: Interurban road freight transport.
- 4941B: Local road freight transport.
- 4941C: Rental of lorries with driver.
- 5229A: Express, express freight.
- 5229B: Shipping organisation and charter.

Foreign transport companies are deemed qualified when their main business activity is identical to one of the activities mentioned above.

2.1 – Access to the B2PWeb Service for professionals registered under another APE code is subject to the following three conditions, which must all be met:

- prior, written agreement of B2PWeb;
- proof that the company's main business activity is road transport of goods;
- proof that the company has the adequate EU licences.

Consequently, professional businesses in the industrial sector are expressly excluded.

Depending on the documentation produced and supplied, only access to freight viewing services, as defined below in article 2.3, will be authorised.

2.2 – Freight bids submission service:

This service, which is accessible 7 days a week, 24 hours a day, enables freight bids to be put online on the B2PWeb General Freight Exchange. They will be viewed by the user customers of the B2PWeb services ("the Users").

2.3 – Freight bids viewing service:

This service, which is accessible 7 days a week, 24 hours a day, enables Users of the B2PWeb Service to view the freight bids put online, according to geographical and facilities-related criteria.

2.4 - B2P Optim service:

This service, accessible 7 days a week and 24 hours a day, allows users of B2PWeb service to facilitate the search for freight and to optimize journeys, in particular by means of the scoring tool for freight offers.

This service is operated by a partner company of B2PWeb which provides maintenance.

3 Accessing and using the B2PWeb General Freight Exchange

Provided the Customer has an Internet connection, a working telephone line or a GSM telephone subscription, it logs on to the B2PWeb Service by authenticating its user code supplied the first time it logged on. For security reasons, proof of billing for the telephone numbers sent by the Customer may be requested to ascertain that they do relate to the subscriber company.

The user code is strictly personal and confidential and is under the entire responsibility of the Customer. If the Customer loses its identification data, it must notify B2PWeb immediately. The Operations Manager, whose contact details were entered in the contract between the Customer and B2PWeb, must manage the login codes of all the Customer's Users. If the Operations Manager

changes, B2PWeb must be informed of this in writing.

3.1 The passwords and logins must only be used by the User referenced at B2PWeb. Use of said logins and passwords by and on behalf of a third party not identified when taking out the subscription to the B2PWeb Service will be deemed fraudulent.

3.2 – The contact details of the User of the B2PWeb Service cannot be modified. B2PWeb reserves the right to refuse to create or modify a user if it considers that this user is not directly or legally associated with the subscriber.

3.3 – Whenever the various users of the website are put into contact as a result of the conclusion of a transaction, this must in all cases be undertaken by companies that hold a subscription with B2PWeb.

3.4 – B2PWeb reserves the right to refuse, suspend or delete the login giving access to its services at its discretion, especially where fraud, unfair competition or misappropriation of the use of the services is suspected, and more generally if the contractual obligations are not met.

For example, access to the B2PWeb Service may be declined, suspended or deleted in the following cases:

- Any company (or one of its User employees) that previously had access to the B2PWeb Service but failed to honour their contractual undertakings.
- Any company for which there are serious doubts concerning the truthfulness of the information supplied (or one of its User employees), or concerning its fairness using the B2PWeb Service.
- Any company having a link of any kind whatsoever with any legal entity or natural person practising an activity in competition with B2PWeb.
- Any company whose manager has previously been the subject of a termination for fraud in connection with the use of the B2PWeb Service with a previous company.
- Any company that was previously the subject of a termination for fraud or bad debt in connection with use of the B2PWeb Service, which wants to again take out a subscription to B2PWeb Service.
- Any company in respect of which the competent authorities (eg the Police) have disclosed offences of theft to B2PWeb.
- Any company subject to liens with the Treasury, URSSAF or a pension organisation.

In any event, if a company's access is declined, suspended or revoked, B2PWeb will inform it by email or post of the reasons for this decision.

3.5 – If the login to the B2PWeb Service is revoked due to a contractual fault or breach by the Customer, the balance of the outstanding instalments will be due in full to B2PWeb, in accordance with the due date in the reference contract.

4 B2PWeb's guarantee and liability

4.1 – Purpose of the guarantee

B2PWeb guarantees to the Customer proper operation of the B2PWeb Service, on satisfactory terms of availability and reliability, in accordance with the terms and conditions set out in these GTCS.

4.2 – Maintenance and improvements

B2PWeb reserves the right to interrupt its services for such periods as it deems necessary in order to perform maintenance or improvements, where possible between 19:00 and 08:00. Except in urgent circumstances, Customers will be informed beforehand of these service interruptions; B2PWeb cannot be held liable for these service interruptions under any circumstances whatsoever.

4.3 – Support

A Hotline is available by telephone to the Customer, from 08:00 AM to 6:00 PM, Monday to Friday, excluding public holidays (Phone +33 (0) 4.90.71.42.31) or by email (exploitation@b2pweb.com).

4.4 – Exclusions from B2PWeb's guarantee and liability:

B2PWeb cannot be held liable for losses of any kind resulting from:

- Use of the B2PWeb Service by the Customer or by a third party on terms not in accordance with the purpose of the said Service or with the provisions hereof (e.g. hacking or misappropriation of the

Service),

- Unavailability of the Internet network at the Customer's premises,
- Acts resulting from an event that occurred at the Customer's premises, beyond the system's interface,
- Outages or any other problems occurring on the networks or equipment of Internet service providers,
- Input errors by Customers, poor or incomplete transmission, loss, non-delivery or incomplete delivery of the information or data,
- Loss of business data, loss of opportunity or any other loss consequential to the wilful or accidental inappropriate use of the Service.

In the event of a proven fault by the Customer B2PWeb may be held liable only for direct or foreseeable damage incurred by the Customer resulting from a breach of its contractual obligations as defined herein. B2PWeb may under no circumstances be held liable for indirect damage incurred by the Customer which might arise due to or on the occasion of performance of the Contract and matters arising therefrom.

5 Financial Terms

5.1 – The services of the B2PWeb General Freight Exchange are invoiced under a periodic subscription for each geographical site, according to the type of contract and options selected.

With this subscription you have the logins stipulated in the present contract.

5.2 – Payments are made by direct debit only on the 25th of the month following issuance of each invoice.

For companies whose banking establishment is not subject to SEPA standards, the payment must be made by transfer on receipt of the invoice.

The Customer must therefore provide B2PWeb, on the day of signature of the contract, with a duly completed direct debit authorisation, dated, signed and bearing the company's stamp, as well as the bank details for the account to be debited. It further undertakes to inform the Supplier of any changes to its bank details, postal or email address by email to compta@b2pweb.com.

5.3 – All amounts are invoiced in Euros ex. tax. Upon each anniversary date of the contract, the Supplier shall be able to revise the price by applying the following formula: $P_n = P_o \times (S_n/S_o)$ where:

- P_n = revised price
- P_o = original price
- S_o = last SYNTEC index published as at the date of the previous revision or original index (last published as at the date of signature of the contract)
- S_n = last SYNTEC index published as at the date of revision.

5.4 – B2PWeb reserves the right to apply a full-year payment to its new customers having previously had bad debts. With this subscription you have the logins stipulated in the present contract on receipt, by B2PWeb, of payment of the annual invoice. Sums are then invoiced annually in Euros Excluding Taxes.

5.5 – If the Customer fails to meet its payment obligation B2PWeb may suspend the login giving access to the services within a period of seven (7) days following receipt of a formal notice letter sent by registered letter with receipt of delivery. If the situation is not remedied within one month of receipt of this notice, B2PWeb may terminate the contract, in accordance with article 8 of these GTCS.

5.6 – No discount will be granted for early payments.

5.7 – Pursuant to the provisions of the French Commercial Code, any sum due which is not paid by the due date is automatically increased by late-payment penalties equal to 5 times the legal interest rate, and a flat-rate compensation payment of 40 EUR for collection costs. If the collection costs incurred are higher than 40 EUR we may demand additional compensation, on the basis of documentary proof. B2PWeb reserves the right to suspend the login giving access to the B2PWeb Service in the event of failure to pay.

5.8 – Any dispute on the part of the Customer regarding all or part of an invoice must be sent by registered post with acknowledgement of delivery within 30 days of the date of issuance of said invoice. If B2PWeb acknowledges the dispute is justified a credit note for the

corresponding amount will be applied when the next invoice is issued. In all cases, such claims do not entitle the Customer to suspend payments.

6 The Customer's Obligations

6.1 – The Customer undertakes to use the Service in accordance with its purpose. (See article 2). Consequently, it undertakes not to transmit, via the www.b2pweb.com website, any data that is prohibited, illicit, illegal, contrary to public decency or to public order, or which breaches the rights of third parties. The Customer (and its User employees) undertakes not to make fraudulent or abusive use of the B2PWeb Service, such as, in particular, wilful or unintended overloading of the B2PWeb email servers and of the addressees of emails by indiscriminate direct mail advertising.

6.2 - Unfair competition

It also undertakes not to commit any act of unfair competition against B2PWeb. This being so, the Customer undertakes to use the B2PWeb Service only for its own requirements, fairly and in good faith, in strict compliance with the present GTCS.

This excludes, in particular, allowing access to the B2PWeb Service to natural persons or legal entities other than those identified on registration.

Similarly, the Customer undertakes never to canvass and/or solicit any other User for the purpose of performing services and/or intervening in respect of its activity outside the B2PWeb Platform.

The Customer also undertakes to inform B2PWeb as rapidly as possible if another User contacts it in relation to any services which have not been ordered via the B2PWeb Platform.

Finally, the Customer is strictly prohibited from extracting all or part of the B2PWeb Service database.

6.3 – The Customer also acknowledges that it has been informed of the unreliability of the Internet, particularly in terms of the lack of security relating to data transmission. It is therefore advised not to transmit via the B2PWeb Service data and information that it deems.

6.4 – B2PWeb's server facility and all technical or contractual documents submitted to the Customer are the exclusive property of B2PWeb, which is the sole holder of the intellectual property rights appertaining thereto.

6.5 – In compliance with the European and French regulations on the protection of personal data (in particular arising from the European GDPR Regulation of April 2016 and the "computing and freedom" law of 6/01/1978), the Customer has the rights to view, modify, rectify, object to, restrict, apply portability to and delete data relating to its company. Your rights must be exercised by sending a letter to B2PWeb, for the attention of Ms Elodie ALAMO, by email to rgpd@b2pweb.com. B2PWeb takes great care with the personal data which is sent to it. However, if you consider that the data processing relating to you breaches your rights you may submit a complaint to the National Computing and Freedom Commission (known as the "CNIL").

7 Communication of documents

The Customer must send B2PWeb documents giving B2PWeb authorisation to distribute them on its website www.b2pweb.com.

For all companies registered with the RCS [Trade and Companies Register] in France, the customer must provide the following 3 mandatory documents:

- Domestic transport licence and/or intracommunity licence and/or freight forwarder licence
- Currently valid company registration certificate (Kbis)
- Certificate of insurance of transported goods

For all other companies, the customer must supply the following documents:

- Intracommunity licence (Mandatory for over 3.5 tonnes)

- Official document certifying the existence of the company (company registration certificate, DNI, extract from the register of the Chamber of Commerce, etc.)
- Certificate of insurance of transported goods
- At minimum, one reference of collaboration with a French carrier or freight forwarder (with contact details) which we can check.

B2PWeb cannot be held liable for updating these documents and the information they contain. A request to update the documents listed above will be made to you every six months. If the Customer refuses to give B2PWeb the up-to-date documents this could result in temporary suspension of the Customer's logins to the services, until the said documents are updated.

If there are doubts concerning the reliability of the information provided by the subscriber references from two companies with which the subscriber has previously worked may be requested. These companies, which will sponsor the company, must have been customers of the B2PWeb Service for at least one (1) year, must have complied with these General Terms and Conditions of Sale and will be contacted by our sales department before the file of the company in question is accepted. If these companies do not confirm the seriousness of the subscriber company, its application may be declined.

8 Communication

The Customer authorises the company B2PWeb to disclose the services subject to the Contract, and in particular the use made by the Customer of the Platform, on its business and/or advertising documentation, in whatever format. Accordingly, the Customer authorises the company B2PWeb to use its trade names, trademarks and other distinctive signs (the "Signs") solely for promotional and communication purposes, even after expiry of the Contract, whatever the cause. The company B2PWeb undertakes to use the Signs without infringing the rights of the Customer. The company B2PWeb acknowledges that the Contract does not entail any assignment of the intellectual property rights held by the Customer over the Signs.

9 Term of contract – termination

9.1 – All contracts are concluded for a term of one (1) year from the date when the login codes are made available to the Customer (called the "anniversary date").

9.2 – The contract will be automatically renewed from one year to the next, unless terminated by either Party no later than two (2) months prior to each anniversary date, by registered post with receipt of delivery, with no requirement to provide any grounds for doing so.

9.3 – The contract may be terminated as of right and without notice for a breach of the contractual obligations in these General Terms and Conditions of Sale, especially articles 3.4 and 6 hereof, and the termination will then take effect on receipt of the registered letter with notice of receipt setting out the reasons for said termination.

9.4 – It can also be terminated as of right, by either Party, without

prior notice, in the following cases:

- in the event of going into receivership, liquidation of assets or dissolution of the other Party,
- in the event of fraud or misappropriation by the other Party to its detriment, without prejudice to any other claim for compensation,
- in the event of an assignment, either in whole or in part, of this contract by the Customer to a third party without the authorisation of B2PWeb.
- in the event of fraud damaging B2PWeb's reputation.
- in the event of an action contrary to the ethical rules governing the profession.

9.5 – Finally, B2PWeb may terminate this contract as of right, in the following cases:

- the Customer uses the B2PWeb Service, on its own initiative, for the purpose of leaving freight belonging to or held by any legal entity or natural person whose business competes with B2PWeb.
- the Customer uses the B2PWeb Service, on the request and on behalf of any legal entity or natural person whose business competes with B2PWeb.
- the Customer undertakes cascade chartering through the B2PWeb Service.

9.6 – Termination of the contract for a fault of the Customer will be without prejudice to any damages that B2PWeb might claim due to the contractual breaches of said defaulting Customer.

10 Ownership of the trademark

The trademark is the exclusive property of HOLDING PREMIUM PROFESSIONNEL and its subsidiaries.

11 Disputes

This contract is governed by French law.

If a disagreement arises between the Parties in connection with the performance or interpretation of the user contract and/or of these GTCS, they undertake to attempt firstly to resolve it amicably.

If, at the end of a period of 1 (one) month, they do not succeed, the disagreement will then be submitted to the Courts of AVIGNON, FRANCE, notwithstanding multiple defendants or impleader.

B2PWEB PERSONAL DATA PROTECTION APPENDIX

1. PREAMBLE AND SCOPE

This Appendix is an integral part of the General Conditions of Sale and Use of the B2PWeb freight market service and the Special Conditions agreed by the Supplier and the Customer (hereinafter the “Contract”).

The B2PWeb service is aimed at road haulage professionals. It is a B2B service that processes little personal information about the natural persons who use it. Nevertheless, since the B2PWeb company (hereinafter the “Company”) collects and processes some personal information, it has drawn up this appendix in order to set out the rules applicable to the processing of this personal information through the B2PWeb internet platform and its mobile application (hereinafter the “B2PWeb Service”).

2. COMPLIANCE WITH APPLICABLE REGULATIONS AND CAPACITY OF THE PARTIES

Personal data is processed via the B2PWeb Service in accordance with EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the “GDPR”) and amended French Data Protection Act no. 78-17 of 6 January 1978 (hereinafter the “Regulations”).

For the purposes of this Appendix, the following terms shall have the meaning given to them in the GDPR: “personal data”, “processing”, “controller”, “processor”, “personal data breach”, etc.

Accordingly, personal data means any information that can directly or indirectly identify a natural person, such as names and surnames, email and postal addresses of a natural person, a transport licence, a username and password, an IP address, connection information, etc. (hereinafter “Personal Data”).

Furthermore, for these purposes, the Supplier acts as a: (i) “Controller” for managing its Customer database; and (ii) “processor” for managing the personal data disclosed by Customers and Users of the B2PWeb Service. In the latter case, the Customer acts as a “controller”. The Customer and its employees remain solely responsible for the processing of information disclosed to the Company.

Within the scope of their contractual relationship, the Parties undertake to process Personal Data in accordance with the regulatory and legislative provisions cited above. The Company has appointed a Data Protection Officer (hereinafter the “DPO”) to this end. The DPO ensures the Company’s compliance with the Regulations. The appointment of a DPO reflects the Company’s commitment to respecting privacy and the rights of Users of the B2PWeb Service.

3. PROCESSING, PURPOSES AND INSTRUCTIONS FROM CUSTOMERS

The Company is authorised, as a processor acting on the instructions of the Customer, to process the Personal Data supplied by Users to the extent necessary for the provision of the B2PWeb Service. As such, the Company performs the following processing operations: the direct and indirect collection, consultation, use, storage and any other operations necessary to provide the services to Users.

The legal basis for the collection of Personal Data is as follows:

- the execution of the contract concluded between the Company and the Customer (e.g. ensuring the publication of your freight offers, the creation of your online account, invoicing our services, answering your questions, etc.),
- the Company’s legitimate interest in providing quality services and improving them (e.g. fighting fraud).
- Users’ consent (e.g. sharing your data with third parties),
- the existence of legal and regulatory obligations.

The Company collects and processes the Personal Data for the following purposes:

- Provide and manage the services associated with the platform (e.g. contact form, access to the platform interface through usernames and passwords, publication of offers, account management, use of services, customer support, partner data, etc.);
- Ensure the collection and sharing of information via the B2PWeb Service (e.g. directory management, communication between users, etc.);
- Improve the quality of our services and the user experience (e.g. analysis of service usage, fight against fraud, etc.)
- Communicate with Customers and Users, in particular by informing them of commercial and/or promotional proposals from B2PWeb and its sister companies (the companies S2PWeb, S3PWeb, and FTK Logistics) and concerning exclusively road haulage services.

Any use of Personal Data with purposes other than those described above will require the express prior consent of the Customer or the data subjects, as applicable. The Company undertakes not to access or use the Personal Data for purposes other than those necessary for the provision of its services or as stipulated in the Contract, and to act only on the written and documented instructions of the Customer. However, B2PWeb undertakes to inform the Customer if, in its opinion and bearing in mind the information available to it, one of their instructions infringes the GDPR.

4. CATEGORIES OF PERSONAL DATA PROCESSED VIA THE SERVICES

The use of the B2PWeb Service entails the collection and processing of Personal Data by the Company, i.e. when signing up for the B2PWeb Service, for the management of customer relations and for the purposes of managing marketing and publicity operations.

a) Creating a B2PWeb account

When you create your Business Account on B2PWeb, you are required to disclose to us: the name of the entity subscribing to the service; the postal address of the registered office and the user site, if different; the email address of the administrative manager; the telephone number on which to contact the establishment; Siret number and VAT number; and the list of users, including their identity and personal details. In the case of businesses under the owner’s name, you are required to disclose the following personal data: title, surname, first name, telephone number and postal and email address.

b) Contact with customer support and administrative or commercial follow-up

When you contact our customer support or other service, you should disclose: the name of the establishment you belong to and its post code, your name and surname, email address and any financial or billing information.

c) Freight bids submission

To place an ad, you must provide us with: your identity, your email address, your telephone number, and the establishment to which you belong.

d) Freight search

To search for freight, you must provide us with: your identity, your email address, your telephone number, and the establishment to which you belong. We offer to share this information with our members on the basis of the legitimate interest of our members, in order to detect possible fraudulent users.

e) Vehicle market

To make your vehicle available, you must provide us with: your identity, your email address, your telephone number, and the establishment to which you belong. You can provide the geographical location that you are using in order to optimise the collection of freight on your journey.

f) B2PWeb directory

The information you provided when creating your account will be available on the B2PWeb directory, for all users employed by an establishment that has subscribed to the Directory option. Any additional information that you choose to share will be accessible. The content of this information can only be modified by the user defined as administrator by the institution or by B2PWeb customer support.

g) Email campaigns

The Company shall process the Personal Data supplied by the following Users: name, surname and email address.

Lastly, we may use cookies for measuring site usage in order to improve our services, depending on your choice.

5. PERSONAL DATA STORAGE PERIOD

The Company undertakes to store the Personal Data only for the time strictly necessary for the processing purposes outlined above, and in any case within the limits imposed by the applicable legislation and regulations.

Accordingly, B2PWeb undertakes, for example:

- Concerning contracting and the use of the services: not to keep the Personal Data (customer data: identity, contact details, history of use of services) beyond 3 years from the end of the commercial relationship;
- Concerning data relating to the management of User accounts and notices: not to store them for more than 5 years after their deletion and only for evidence purposes;
- Concerning customer billing: not to store the Personal Data for more than the legally permitted periods;
- Concerning connection data (logs) of Users of the Platform: not to store them for more than 6 months;
- Concerning cookies: not to store them for more than 13 months;
- Concerning data that may be subject to a court order (connection data, identity, contact details and transaction data): not to store the Personal Data for more than 12 months after their collection.

However, the Company may store certain Personal Data for subsequent periods in order to meet a range of obligations, within the legally permitted periods, and to respond to any requests for disclosure from any authorised third party (administrative authorities).

6. COOPERATION AND ASSISTANCE

The Company shall provide the Customer with reasonable assistance in the cases exhaustively listed below:

- Managing the rights of data subjects,
- Giving notice of a Personal Data breach,
- Carrying out data protection impact assessments, and
- Consulting the competent supervisory authority.

A written and detailed request from the Customer, outlining the precise scope of the action to be taken, is required for this assistance. The request must also concern the Personal Data processed by the Company under the Contract and it shall be made only if the Customer concerned is required to obtain assistance in accordance with the Regulations.

This assistance involves providing the Customer with the information and documentation requested within a reasonable time frame, depending on the degree of urgency of the request for assistance.

7. PRIVACY AND SHARING OF INFORMATION

Internal communication: The Company shall ensure that its employees authorised to process the Personal Data within the scope of the supply of the B2PWeb Service are bound by confidentiality.

Sharing with third parties: Under no circumstances will Personal Data be transferred or sold to third parties without the Customer's express prior consent.

Personal Data may, where appropriate, be sent to third parties involved in the provision of our services (e.g. technical and hosting providers). In this respect, the Company undertakes to send your Personal Data only to authorised and trusted service providers, who process them on our behalf, according to our instructions and in accordance with these terms and conditions.

Moreover, the Company may use certain service providers who may collect Personal Data with your consent. This is particularly the case with B2PWeb's sister companies: S2PWeb, S3PWeb and FTK Logistics.

In addition, the B2PWeb Service allows Users to create gateways with third parties such as Transportation Management System (TMS) vendors and share information with them. Users request this sharing of information. B2PWeb is not responsible for how third party vendors process your Personal Information.

Compliance with laws: Personal Data may be disclosed to a third party if the Company is compelled to do so by law, a regulatory provision, or a court order, or if such disclosure is made necessary for the purposes of an investigation, injunction, or legal proceedings, whether at home or abroad. For this reason, and in order to comply with its legal obligations, the Company may transfer your Personal Data to the authorised administrative and legal authorities, only upon legal requisition.

Lastly, the Company may share the Personal Data with companies, boards or third persons in order to: (a) Comply with its contractual terms and conditions, including to determine any breaches thereof; and (b) Guard against any infringement of the Company's rights, property or security, in accordance and in compliance with the law.

8. OUTSOURCING

The Company may call upon subcontractors who contribute administratively and technically to the achievement of the purposes referred to above. The Company is responsible, with respect to the Customer, for the obligations not discharged by the subcontractors.

9. SECURITY OF PERSONAL DATA

a) Measures and assurances provided by the Company

The Company provides a standard level of security to protect the Personal Data against any accidental or unlawful destruction, accidental loss, alteration or unauthorised distribution or access, and against any other form of unlawful processing or disclosure to unauthorised persons. To this end, the Company and its technical service providers have put in place appropriate measures to ensure the integrity, confidentiality and security of the Personal Data.

Lastly, on a general level, the Company cannot guarantee that communications and other Personal Data will not be intercepted or disclosed by a third party, despite the security measures put in place.

(b) Personal Data breaches

If the Company has knowledge of an incident likely to infringe the rights and freedoms of the data subjects (unauthorised access or loss, disclosure or alteration of data), it undertakes to notify the Customer, if appropriate, as soon as possible. The notice shall include the following information: nature of the incident, the likely consequences of the incident, the measures taken or proposed by the Company in response to the incident, and the name of the B2PWeb's contact person.

c) Location and transfer outside of the EU

The Company informs the Customer that the Personal Data are stored on servers located inside the European Union. Furthermore, the Company undertakes, whether by virtue of the services it provides or by virtue of the services it has outsourced, not to transfer the Personal Data outside of the European Union without the Customer's authorisation. However, if the Company is required to make such transfers by law, it undertakes to notify the Customer immediately, unless it is legally prohibited from doing so.

10. LIABILITY

Although the Company and its processors have taken reasonable steps to protect the personal data, no transfer or storage technology is completely infallible. Thus, the Company's liability towards Users and Customers may only be sought for foreseeable direct damage suffered by them as a result of a breach of contractual and/or legal and regulatory provisions by the Company, within the limits defined in Article 4 of the General Conditions.

11. RIGHTS OF DATA SUBJECTS

a) Your rights

The rights of any data subject whose Personal Data are processed by B2PWeb and its partners include the following:

- Right of access (e.g. to verify your data that we collect, process and store, and to obtain a copy in order to access them);
- Right to rectification (e.g. to update or correct your data if they are incomplete or inaccurate). This right also offers you the possibility of requesting alteration of the Personal Data on your behalf. You may be asked for supporting documents, based on the legitimate interest of our subscribers. The request may be sent to: rgpd@b2pweb.com;
- Right to object, at any time, to the collection and processing of all or part of your data, for example for market research purposes, including profiling to the extent that it is linked to such research. This right also offers you the possibility of changing your notification settings at any time, unless B2PWeb has legitimate or compelling reasons preventing this;
- Right to restriction (e.g. in certain cases provided for by law, and if you dispute the processing of some of your data, particularly as regards the accuracy of the data or the lawfulness of the processing, you can ask us to restrict the use thereof while the dispute is being handled);
- Right to data portability (e.g. you have the right to recover your data or request their transfer to third-party service providers). This right offers you the possibility to receive your Personal Data in a structured, commonly used and interoperable format, and to transfer them to another controller without objection from the Company;
- Right to erasure (e.g. you can request permanent erasure of your data stored by the Company, subject to legal requirements for retention);
- The right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you, except where this decision is necessary for the conclusion or performance of a contract, or where it is legally authorised;
- Right to establish general and specific guidelines setting out how you wish these rights to be exercised after your death.

b) How to exercise your rights

You may exercise these rights at any time by sending your requests, with proof of identity, to the addresses stated in article 12 below. If you exercise your rights, we will endeavour to reply as soon as possible and in any case within one month of receiving your request.

If required, this period may be extended by two months, depending on the number and complexity of the requests sent to the Company. In such cases, you will be informed of the extension and the reasons for it.

If the Company does not take action on your request, it will inform you of the reasons for this and you will have the possibility of lodging a complaint with a supervisory authority and/or seeking a judicial remedy.

c) The CNIL

To find out more about your rights or to lodge a complaint, you can contact the French Data Protection Agency (“CNIL”) (website: www.cnil.fr).

12. CONTACT US

a) B2PWeb contact

For any questions concerning this document and the collection and processing of your Personal Data by the Company more generally, please contact us via:

- Email at the following address: rgpd@b2pweb.com
- Post at the address: Société B2PWEB, Service RGPD, 127 avenue Joseph Boitelet – 84300 CAVAILLON
- Telephone on: 04.90.71.42.31

b) Data protection officer contact

The Company has designated a data protection officer, who can be contacted if you have any questions relating to the collection and processing of your Personal Data via:

- Email at the following address: dpo@avocats-sfez.fr
- Telephone on: 01.80.06.06.25