

General terms and conditions of use ("CGU") of the Platform

Version applicable as of 01/12/2019

Article 1. Definition

All terms with a first letter in capitals whether expressed as in the singular or plural shall, within this document, take the meaning set forth below:

- **Agency:** any intermediary that purchases advertising spaces in the name and on behalf of the Supplier by virtue of a valid mandate agreement in compliance with the provisions of French Law No. 93-122 of 29 January 1993 (the "Sapin Law"). Advertising brokers, media planners and database creation, enrichment and marketing specialists are also expressly deemed to be Agencies. Relevanc shall have to refuse any order made by an intermediary that is not able to present a duly formed mandate certificate binding the Agency to the Supplier.
- **Cdiscount** means the company editing the Platform (a French public limited company whose head offices are located 120-126 quai de Bacalan, 33000 Bordeaux, registered in the trade and companies register of Bordeaux under number 424 059 822).
- **Supplier** means the supplier whose products are sold on the www.cdiscount.com website.
- **Marketplace** means the technical platform integrated into the www.cdiscount.com website via which Sellers can present and sell products and services on the www.cdiscount.com website for clients to acquire these online.
- **Insertion order** means the document signed between Relevanc and the Supplier or the Agency and that allows Relevanc to use certain Services on behalf of the Supplier.
- **Platform** means the solution accessible at <https://ads.cdiscount.com/> for Sellers and <https://ads.3wrelevanc.com/> for Suppliers that allow the User to access the Service.
- **Relevanc** is the advertising department of the Casino Group (a French simplified joint stock company whose head offices are located 1 cours Antoine Guichard, 42000 Saint-Etienne, registered in the trade and companies register of Saint-Etienne under number 824 155 824).
- **Service** means the service(s) accessible on the Platform.
- **User** means the Agency, the Supplier and/or the Marketplace Seller.
- **Seller** means the professional seller marketing products on the Cdiscount Marketplace.

Article 2. Application

The CGU apply to the use of the Platform allowing the User to access the Service(s).
By signing up and using the Platform, the User is understood to have read accepted the present CGU.

Cdiscount reserves the right to modify the CGU at any time. As a result, the User must regularly consult the CGU to be informed on any changes to these.

It is specified that the terms and conditions of sale pertaining to the Service(s) are specified in the general terms and conditions of sale pertaining to each Service.

Article 3. Access to the Platform

3.1 For Sellers

The Seller may access the Platform by entering its usual user name and password. It must accept the present CGU by any means determined by Cdiscount.

3.2 For Suppliers

At the Supplier's request, Cdiscount shall send the Supplier or the Agency their strictly personal user name and password required to access the Platform.

Article 4. User's obligations

The User undertakes to not directly or indirectly engage in any fraudulent, illicit, inappropriate or illegal activities when using the Platform, where such activities include:

- interfering (by means of a device, software, programme or otherwise) with the proper function of the Platform,
- attempting (by means of a device, software, programme or otherwise) to override any mechanism set up by the Platform to detect or prevent the conduct of such activities,
- testing the Platform's vulnerability.

The User also undertakes to not distribute, sell or offer all or part of the Platform to a third party.

The User hereby acknowledges that it is solely liable for any activity undertaken by way of its user account and is therefore solely liable for any breach of its obligations.

Article 5. Intellectual Property

5.1. Cdiscount is and shall remain the title holder and/or beneficiary of the right of use of all intellectual property rights, including all literary and artistic rights and all copyrights pertaining to its tools (which include the Platform and its components), software, trademarks, drawings, models, images, texts, photographs, videos, logos, graphic charters, search engines, databases, methods, expertise and other elements used or made available to the User as part of its use of the Platform (hereinafter referred to as "**Cdiscount's Intellectual Property**").

5.2. The User is granted a non-exclusive, revocable, personal and non-transferable right to use the Platform worldwide for the period covering the supply of the Services.

5.3. Unless otherwise stipulated in the CGU or Cdiscount has given its prior written agreement, no part of Cdiscount's Intellectual Property may be copied, reproduced, downloaded, published, encoded, translated, transferred or communicated in any way whatsoever on any other advertising or communication medium, or for any commercial company whatsoever.

The present CGU do not provide for the transfer or concession whatsoever of the copyright to any part of Cdiscount's Intellectual Property and/or any intellectual property for which Cdiscount has a right of use.

5.4. Any total or partial reproduction or representation of, or any act using Cdiscount's Intellectual Property made without Cdiscount's express consent is prohibited and shall constitute counterfeiting sanctioned by Articles L.335-2 and above of the French Intellectual Property Code in particular.

As such, the User shall refrain from any act or deed likely to directly or indirectly infringe on Cdiscount's intellectual property rights.

The User undertakes to not overstep the authorisation that it has been granted by the present CGU, in particular with regard to the obligations of confidentiality regarding Cdiscount's Intellectual Property.

Article 6. Limitation of liability

Cdiscount does not guarantee that the Platform or its content shall be free of error or can be accessed without interruption.

Cdiscount shall not be held liable for any interruptions to or dysfunction of the internet connection or mobile network stemming from outside elements that prevent access to the Platform, even where these elements do not constitute an event of force majeure. In such case, the User may not claim for damages of any kind.

Cdiscount is freed of its obligation to provide access to the Platform in the event of any unforeseeable incident or case of force majeure as defined by the jurisprudence of French courts in application of Article 1218 paragraph 1 of the French Civil Code or due to any deed attributable to a third party or any other circumstance beyond Cdiscount's control that would indirectly or directly prevent the latter from fulfilling its obligations.

ABSENCE OF DECLARATION OR GUARANTEE AND ABSENCE OF DAMAGES: THE ACCESS TO PLATFORM SUBJECT TO THE PRESENT CGU IS PROVIDED WITHOUT ANY GUARANTEE, PARTICULARLY IN TERMS OF COMMERCIAL PERFORMANCE RESULTING FROM THE USER'S USE OF THE PLATFORM. CDISCOUNT HEREBY ACCEPTS NO EXPRESS OR TACIT LIABILITY. CDISCOUNT MAY NOT BE HELD LIABLE IN THE EVENT OF INDIRECT DAMAGE, INCLUDING ANY LOSS OF INCOME, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, LOSS OF INFORMATION OR NON-AUTHORISED ACCESS TO INFORMATION. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW.

Article 7. Confidentiality

The User undertakes to not transfer information about the Platform to any third party without Cdiscount's prior written consent (by email in particular).

As such, the User shall take all the necessary precautions with its staff or the companies that it may have contracted, in order to preserve the confidential nature of the information.

The information concerned by this obligation of non-disclosure includes but is not limited to all information provided in order to access the Platform or any technical information not in the public domain.

This obligation of confidentiality shall remain in effect for a period of five (5) years as from the end of the User's use of the Platform and Services.

Article 8. Address for service

For the purposes of the present CGU, the parties hereby agree to send all correspondence to their respective head offices.

Article 9. Applicable law and award of competence

THE CGU AND ANY CONTRACT RELATED TO THESE ARE SUBJECT TO FRENCH LAW. THIS APPLIES FOR RULES OF SUBSTANCE AND RULES OF FORM, REGARDLESS OF WHERE THE SUBSTANTIAL OR ACCESSORY OBLIGATIONS ARE PERFORMED. IN THE EVENT OF A DISPUTE, COMPETENCE SHALL BE GIVEN TO THE COMPETENT COURT OF PARIS, EVEN IN THE CASE OF A PLURALITY OF DEFENDANTS OR OF THE INTRODUCTION OF THIRD PARTIES, AND EVEN FOR EMERGENCY OR PRECAUTIONARY URGENT OR ON-DEMAND PROCEEDINGS.