

GENERAL TERMS AND CONDITIONS OF USE

Preamble

The general conditions of use described below detail the rights and obligations of TRANSPORTMarketplace®, a brand of RB & Associés, and its client in the context of the sale of services in the form of a subscription. Any service accomplished by the web site transportMarketplace.com hereafter called the Marketplace implies the adhesion without reserve of the buyer to the present general conditions of use.

Article 1: Principles

These general conditions concern the provision of services between professionals (provider / buyer).

The present general conditions express the entirety of the obligations of the parties. They constitute the sole basis of the commercial relationship between the parties, and, in this sense, the buyer is deemed to accept them without reservation.

The present general terms and conditions of sale prevail over any other document, and in particular over any general terms and conditions of purchase. They apply, without restriction or reserve, to all services rendered by the Provider to the Purchaser.

The Provider and the Purchaser agree that these general terms and conditions exclusively govern their relationship. The Provider reserves the right to modify its general conditions from time to time.

They shall be applicable as soon as they are published online.

If a condition for the provision of services is missing, it will be considered to be governed by the practices in force in the distance selling sector whose companies are based in France.

The present general conditions of sale are communicated to any buyer who requests them, in order to enable him to place an order for a subscription to the services.

The provider reserves the right to derogate from certain clauses of the present terms and conditions, depending on the negotiations carried out with the buyer, by establishing specific terms and conditions of sale. The provider may, in addition, establish categorical general sales conditions, derogating from the present general sales conditions, depending on the type of buyer considered, according to criteria that will remain objective.

criteria that will remain objective. Buyers meeting these criteria will then have these categorical general sales conditions applied.

The present general terms and conditions of use are applicable as from 20 March 2021.

Article 2: Content

The purpose of these general conditions is to define the rights and obligations of the parties in the context of the online sale of services offered by the service provider to the buyer. They concern the following services: a platform that links the offer and the demand for transport and manages the documents for the transactions concerned of freight offers, quotations, reservations, confirmations, notices of arrival, invoicing and payment.

Article 3: The order

After the 7-day trial period, the buyer who wishes to respond to a freight offer shall place an online order for a 30-day "Starter", 180-day "Partner" or 365-day "NetWorker" subscription by means of the form accessible after logging into the Marketplace dashboard.

In order for the order to be validated, the buyer will have to accept, by clicking in the indicated place, the present general conditions. Acceptance of the order will result in the sending of a confirmation e-mail from the service provider, in accordance with the conditions described below. Payment is made via our secure payment platform offered by the Marketplace.

Any order implies acceptance of the prices and descriptions of the subscriptions offered.

In certain cases, notably non-payment, incorrect address or other problem on the buyer's account, the provider reserves the right to block the buyer's order until the problem is resolved. In the event that the service cannot be provided, the buyer will be informed by e-mail.

The cancellation of the order for this service and its possible reimbursement will then be carried out, the rest of the order remaining firm and definitive.

For any question relating to the follow-up of an order, the buyer must complete the form.

Article 4: Electronic signature

The online provision of the buyer's bank details and the final validation of the order will be considered as proof of the buyer's agreement and will be considered as :

- The sums due under the order form shall be payable;
- signature and express acceptance of all operations carried out.

In the event of fraudulent use of bank details, the buyer is invited to complete the form as soon as this use is noted.

Article 5: Order confirmation

The contractual information will be confirmed by e-mail at the latest at the time of the beginning of the execution of the subscription, at the address indicated by the buyer in the order form.

Article 6: Proof of the transaction

The computerized registers, kept in the computer systems of the provider in reasonable conditions of security, will be considered as proof of communications, orders and payments between the parties. The archiving of order forms and invoices is carried out on a reliable and durable medium that can be produced as proof.

Article 7: Information on services

The subscriptions governed by these general conditions are those which appear on the provider's website and which are indicated as being carried out by the provider or under his control. They are offered within the limits of the provider's availability.

The subscription formulas are described and presented with the greatest possible accuracy.

However, if errors or omissions have occurred in this presentation, the provider cannot be held responsible.

Article 8: Payment methods

The price of the subscription is payable in full and in one instalment via the Marketplace payment platform by credit card, sepa transfer in the euro zone or international transfer outside the euro zone.

Article 9: Response time

Except in cases of force majeure or during periods of closure clearly announced on the homepage of the site, the intervention times will be, within the limits of the availability of the provider, those indicated below. The execution deadlines run from the date of registration of the order indicated on the order confirmation email.

In the event of delay, the service provider cannot be held responsible, for any reason whatsoever. Consequently, no claim for compensation, of any kind whatsoever, may be made by the buyer.

In the event that the service provider is unable to set up the subscription due to lack of payment by his company, the buyer will be informed as soon as possible and will have the possibility of cancelling his order.

Article 10: Terms and conditions of implementation

The execution of the order will only start after confirmation of payment by the service provider's bank. It will be carried out in the form of an update of the end date of the subscription of each user selected by the buyer. It is provided within the time period specified on the order form, from the time the service provider receives the order form and payment.

Article 11- Obligations of the purchaser

In order to facilitate the proper performance of the subscription services, the purchaser undertakes :

- to provide the service provider with complete information and documents;
- to take decisions in a timely manner and to obtain the necessary hierarchical approvals;
- to designate a correspondent with decision-making authority;
- to ensure that the key contacts and the correspondent are available throughout the execution of the services;
- to inform the service provider directly of any difficulties relating to the performance of the services.

Article 12 - Information and publicity

The buyer acknowledges and accepts :

- that the parties may, unless the other party expressly requests otherwise, correspond or transfer documents by electronic mail circulating on the Internet network;
- that neither party has any control over the capacity, reliability, access or security of these electronic mails;
- that the Provider shall not be liable for any loss, damage, cost or injury caused by the loss, delay, interception, misappropriation or alteration of any electronic mail caused by any act whatsoever. In general, the parties undertake to comply with the regulations applicable to the protection of personal data and in particular with the provisions of Law 78-17 of 6 January 1978 on information technology, files and freedoms.

Confidential information

Each party undertakes not to disclose confidential information received from the other party. Confidential information means information of any kind, whether visual or oral, on any medium whatsoever, relating to the structure, organisation, business, various internal policies, projects and personnel of each party. Subject to the exceptions set out below, this obligation of confidentiality shall be effective for a period of 1 year. Following the completion of the services. The content of the services as well as the reports, letters, information, notes and estimates provided by the service provider during the execution of the services are also confidential. These documents are communicated to the purchaser for strictly internal use and on condition that they are not disclosed to third parties or attached to any document that the purchaser may produce. If the purchaser wishes all or part of these documents to be disclosed to and/or used by a third party, it must request prior written authorisation from the service provider. The terms and conditions applicable to such disclosure will then be established.

Excluded information

The obligations and restrictions set out above do not apply to

- confidential information which is in the public domain, or which has been freely acquired prior to the commencement of the service ;
 - is or becomes known otherwise than as a result of a breach of this article;
 - is or becomes known from other sources not bound by a restriction on disclosure;
 - or must be disclosed pursuant to a legal or professional obligation or at the request of any judicial or regulatory authority empowered to require disclosure of the Confidential Information.
- Subject to its confidentiality obligations, the contractor reserves the right to perform services for companies competing with the purchaser's.

Article 13: Intellectual property

In the event that one of the service provider's recommendations or the use of elements delivered as a result of one of his recommendations involves the use of goods, models, drawings, photographs, etc. which are subject to intellectual property rights belonging to third parties, the service provider will inform the purchaser of the existence of these rights and the consequences of their use. It will then be up to the purchaser and under his sole responsibility to take any measure allowing the use of such rights, in particular by negotiating on his own behalf the rights of use under conditions such that the service provider is able to avail himself of them for the needs of the services.

For the purposes of the services, the service provider may use or develop software, including spreadsheets, documents, databases and other IT tools.

In some cases, these aids may be made available to the purchaser on request. Insofar as these tools have been developed specifically for the needs of the service provider and without consideration of the buyer's own needs, they are made available to the buyer for the duration of the contract as they are and without any guarantee attached to them, for the sole purpose of use; they may not be distributed, shared or communicated to third parties, either in whole or in part. This temporary provision shall not entail any transfer of rights or guarantees, whatever the title, to the benefit of the purchaser or of the third party.

The service provider reserves all rights, title and interest in and to :

- the original material contained in the works, documents, memos, consultations, opinions, conclusions or other procedural documents, etc. produced in the course of the services, including but not limited to any copyright, trademark and other intellectual property rights relating thereto and ;
- all methods, processes, techniques, developments and know-how, whether or not incorporated in the services or which the service provider may develop or provide in connection with the services.

The purchaser may, without geographical limitation, free of charge and irrevocably, use internally and for the duration of copyright protection, the elements designed by the service provider and integrated into his work. The purchaser is prohibited from distributing, marketing, and more generally from making available or granting the use of these same achievements and more generally from granting the use of these same elements to third parties without the agreement of the provider.

Neither party may mention or use the name, denomination, brands and logos or other designations, commercial or otherwise, of the other party without the latter's prior written agreement. As an exception to the above, the service provider may use the name, denomination, trademarks and logos of the purchaser during the course of the contract to the extent that is strictly necessary for the performance of the services, including in proposals for subsequent services. Furthermore, the purchaser authorises the service provider, once the services have been carried out, to quote its name/name as a reference and to accompany this quote, where appropriate, with a generic description of the services carried out.

Article 14: Documents

The service provider will keep the original documents that have been given to him and will return them to the purchaser on request. All documents, data or information provided by the purchaser will remain his property.

The Contractor shall retain a copy of only those documents necessary for the constitution of its working files.

The working documents prepared within the framework of the services are our property and are covered by professional secrecy.

Article 15 - Liability of the service provider

The entire liability of the service provider and that of its collaborators in relation to any failure, negligence or fault, noted during the execution of the services, will be limited to the amount of the

fees paid for the services in question, in order to cover claims of any kind (including interest and costs), and this, whatever the number of actions, grounds invoked, or parties to the disputes. The service provider is not responsible for its insurers or for indirect damage, loss of profit or loss of opportunity or expected profits, or for the financial consequences of any actions brought by third parties against the buyer.

Article 16: Guarantee

The service provider guarantees the purchaser against any lack of conformity of the services and any hidden defect resulting from a design defect in the services to the exclusion of any negligence or fault on the part of the purchaser.

In any case, in the event that the provider's responsibility is retained, the provider's guarantee will be limited to the amount paid by the buyer for the provision of the services of the subscribed subscription.

Article 17: Complaints

All claims, whether amicable or judicial, relating to the performance of the services must be made within one year of the end of the service.

Article 18 - Protection of personal data

Data collected:

The personal data collected on transportMarketplace.com/en are the following:

Account opening: when the user's account is created, the name and postal address of the user's company, surname, first name, e-mail address and telephone number.

Connection: When the user connects to the Marketplace, the Marketplace records, in particular, his name, first name, connection data, usage data and data relating to payment by his company.

Profile: The use of the services provided in the Marketplace allows the user to enter a profile, which may include an address and a mobile phone number.

Payment: When paying for the subscriptions offered in the Marketplace, the Marketplace records financial data relating to the bank account or credit card of the user or his company.

Communication: When the Marketplace is used to communicate with other users, the data concerning the user's communications is stored and accessible only to the principals.

Cookies: Cookies are used in the context of the use of the Marketplace. The user has the possibility to deactivate the cookies from the settings of his browser.

Use of personal data

The personal data collected from users is used to provide and improve the Marketplace services and to maintain a secure environment.

More specifically, the uses are as follows:

- access and use of the Marketplace by the user;
- management of the operation and optimisation of the Marketplace;
- organising the conditions of use of the Payment Services;
- verification, identification and authentication of data transmitted by the user;
- offering the user the possibility of communicating with other users of the Marketplace, exchanging documents and suspending membership links;
- implementation of user assistance;
- prevention and detection of fraud, malicious software and management of security incidents
- management of possible disputes with users;
- sending commercial information, according to the user's preferences. Sharing of personal data with third parties

Personal data may be shared with third parties in the following cases

- when the user uses the payment services, for the implementation of these services, the Marketplace is in relation with third party banking and financial companies with which it has contracted through the payment platform of its partner;
- when the user publishes publicly accessible information in the free comment areas of the Marketplace;

- when the user allows the Marketplace of a third party to access his/her data;
 - when the Marketplace uses the services of service providers to provide user assistance, when the Marketplace uses the services of service providers to provide user support, chat room opening and payment services. These service providers have limited access to the user's data in order to provide these services and are contractually obliged to use this data in accordance with the provisions of the applicable data protection regulations;
 - if required by law, the Marketplace may transmit data to follow up on claims against the Marketplace and to comply with administrative and judicial proceedings;
 - if the Marketplace is involved in a merger, acquisition, sale of assets or receivership, it may be required to sell or share all or part of its assets, including personal data. In this case, users will be informed before personal data is transferred to a third party. Security and privacy.
- The Marketplace implements organisational, technical, software and physical digital security measures to protect personal data from alteration, destruction and unauthorised access. However, it should be noted that the Internet is not a completely secure environment and the Marketplace cannot guarantee the security of the transmission or storage of information on the Internet.

Enforcement of users' rights

In accordance with the regulations applicable to personal data, users have the following rights, which they may exercise by sending a request to the following address: legal@transportMarketplace.com.

- The right of access: they may exercise their right of access to their personal data. In this case, before exercising this right, the Marketplace may request proof of the user's identity in order to verify its accuracy.
 - The right of rectification: if the personal data held by the Marketplace are inaccurate, they can request the update of the information.
 - The right of deletion of data: users may request the deletion of their personal data, in accordance with applicable data protection laws. All transactions carried out will be irretrievably anonymised.
 - The right to the limitation of the processing: users can ask the Marketplace to limit the processing of personal data in accordance with the assumptions provided for by the RGPD.
 - The right to object to the processing of data: users may object to their data being processed in accordance with the provisions of the RGPD.
 - The right to portability: they can request that the Marketplace gives them the personal data provided to it in order to transmit them to a new website.

Evolution of this clause

The Marketplace reserves the right to make any changes to this Privacy Policy at any time. If a change is made to this privacy policy, the Marketplace undertakes to publish the new version on transportMarketplace.com/en. The Marketplace will also inform users of the change by e-mail at least 15 days before the effective date. If the user does not agree with the terms of the new wording of the personal data protection clause, he has the possibility to delete or suspend his account.

Article 19 - Contact us

For any questions or information about the services related to the subscription, please consult the [FAQ](#), fill in the [form](#) or write to us:

RB & Associés (Rcs 449201847).
4 bis rue de Sainte Adresse Le Havre 76600 Seine Maritime, France.

Email : legal@transportMarketplace.com

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