

## GENERAL CONDITIONS OF SALE AND USE OF THE GEDMOUV SERVICE

### LEGAL NOTICE - INTRODUCTION

The owner and provider of the GEDMOUV service is the company under French law B2PWeb (Bourse Premium Professionnel Web), a simplified joint stock company (SAS) registered with the RCS in AVIGNON under No. 489 052 902, with registered office at 127 avenue Joseph Boitelet, 84300 CAVAILLON, Intra-community VAT No. FR59489052902.

The Publication Director is Mr Benoit Aujay.  
The contact telephone number is: +33 (0)4 84 91 00 93.  
The Website is hosted by B2PWEB.

Via the GEDMOUV website, accessible from the URL [www.gedmouv.com](http://www.gedmouv.com), B2PWEB intends to make available to its customers an IT tool enabling its users, professionals and operators in the transport sector (carriers, freight forwarders, shippers), to centralise and facilitate the transmission and reporting of delivery information between a sold-to-party and a carrier. Information can be collected and transmitted via a connection to the IT systems in place at the Customer premises, TMS and on-board computing, thus providing traceability of the shipping operation and of the delivery of goods.

### 1/ PURPOSE AND SCOPE

The present general conditions of sale and of use (hereinafter the "General Conditions"), supplemented by the Special Conditions specific to each contract signed and the Personal Data Protection appendix and the Description of Functionalities and Services appendix (attached to the Special Conditions), for the use of the GEDMOUV website, shall jointly form a contractual whole governing the relations between B2PWEB that operates the GEDMOUV website and any user Customer who uses the service. The Customer acknowledges having read this contractual whole, accepts its terms and waives recourse to any contradictory document, in particular its own general conditions. Accordingly, all use of the GEDMOUV service is subject to the present General Conditions.

### 2/ TERMINOLOGY AND DEFINITIONS

For the interpretation and performance of the General Conditions, it is agreed that the following terms starting with a capital letter herein, whether singular or plural, will have the meaning given to them below:

- ✓ **Customer** or **Subscriber**: means the holder of the Contract who may be, concurrently or otherwise, Sold-to-Party (Shipper or Freight Forwarder in respect of its sub-contractor) or Service Provider (Freight forwarder in respect of the Shipper, or Carrier).
- ✓ **Contract**: means the Special Conditions to which the Customer has agreed.
- ✓ **Anniversary Date**: designates the calendar date on which the contract became effective.
- ✓ **Sold-to-Party**: means the party who entrusts the fulfilment of a shipping operation to a Service Provider (this can be, according to the terminology used in the professional Transport sector, a Shipper or a Freight Forwarder).
- ✓ **Supplier**: means B2PWEB.
- ✓ **The Party or the Parties**: means the Customer and B2PWEB or the two together.
- ✓ **Offer**: means the proposal made by the Supplier for subscription to one or more of the Services that it offers, this proposal precisely setting out the characteristics of the Service(s) offered; acceptance of this Offer, explicit or tacit, forms the Contract between the Parties and implies agreement with the General and Special Conditions.
- ✓ **Shipping Operation**: means the service provision by which a carrier takes charge of goods at a place of dispatch and conveys said goods by road to an agreed place of delivery. The service is rendered within the time frame and at the price agreed by the parties to the operation.
- ✓ **Platform**: means either the website accessible at the URL <http://www.gedmouv.com> or the GEDMOUV mobile application used to centralise and facilitate the transmission and reporting of delivery information between a sold-to-party and a carrier.
- ✓ **Service Provider**: means the party who is engaged to perform a shipping operation to a Service Provider (this can be, according to the terminology used in the professional transport sector, a freight forwarder or a carrier).
- ✓ **Service(s)**: means the provision of services provided by B2PWEB accessible on its GEDMOUV website and mobile application in accordance with the subscription taken out, as defined in article 3 below.
- ✓ **User**: means any natural person using the website <http://www.gedmouv.com>, and, in effect, subject to the present General Conditions.

### 3/ GENERAL OVERVIEW OF SERVICES PROVIDED:

With a view to promoting quality partnerships, the Supplier supports its Customers in order to help them to centralise and facilitate the transmission and reporting of delivery information between a Sold-to-Party and a carrier through the following actions:

- Transmission of the shipping orders or the order
- Validation of the various stages: loading complete, out for delivery, delivered, etc.; photo of the signed shipping document with geolocation; declaration of incidents, reservations, etc.
- Geolocation of the lorry

The GEDMOUV service is used:

- By the sold-to-party, either from its IT system or from the GEDMOUV platform:
  - To transmit an order to any of its Service Providers that are subscribed to GedMouv.
  - To have instant access to the delivery information reported by its Service Providers.
- By the Carrier:
  - To receive orders from its Sold-to-Parties that are subscribed to GedMouv, either from its IT system or from the GEDMOUV platform.
  - To report information from its IT system, from the Platform.
  - To provide its customers with access to the information, either from the Platform, or through a notification system, or from their IT system.

The Service thus provided ensures traceability of the Shipping Operation and the delivery of goods in particular.

The various functionalities of the Service are offered and accessible either in return for payment or free of charge, by subscription to subscriber agreements as specific to each Customer type (*Carrier – Service Provider – Shipper – Freight Forwarder*). The Supplier therefore makes the decision as to the types of contracts that it intends to offer to each Customer type. It should be noted that the said contracts remain subject to the present General Conditions and to the Special Conditions specific to each Contract.

Subject to the above stipulations, a Customer is able to subscribe to the Services of the Supplier, either in the capacity of Service Provider in order to receive orders and to report information, or in the capacity of Sold-to-Party in order to transmit orders and to access the information given by the designated Service Provider.

Subscription to the Services of the Supplier entails application of all the rights and obligations arising out of the present General Conditions, the Special Conditions, and the Data Protection and Description of Functionalities and Services appendices, as specific to each subscription taken out.

The specific features of each Service are set out in precise detail in the Special Conditions and the Appendix to said conditions, which also reiterate the obligations and rights specific to each Service. The Customer must therefore refer to the appendix to the Special Conditions in order to consult the precise features specific to each Service.

#### **4/ TERMS AND CONDITIONS OF SUBSCRIPTION AND REGISTRATION PROCEDURE**

##### **4.1 Terms and conditions of subscription:**

In order to be able to subscribe to the Offers proposed by the Supplier, the subscriber will need to be a Service Provider or a Sold-to-Party such as defined in article 2 above and more generally any economic player that can be party to a Shipping Operation. It is stipulated that the Supplier reserves the right to propose its Offers for services in line with each Customer type (Shipper/Freight Forwarder/Carrier).

With regard to Service Providers, these will be logistics companies or transport contractors or freight forwarding companies with the following APE code (for companies based in France):

- 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.

The Customer must have full legal capacity enabling it to make undertakings in respect of the General Conditions and, in particular, certifies having reached the age of legal majority.

**4.2 Subscription procedure:** In order to be able to subscribe to the Services of the Supplier, the Customer must have subscribed to the Special Conditions specific to one of the Offers proposed by the Supplier.

#### **5/ MEANS OF ACCESS TO SERVICES VIA THE GEDMOUV WEBSITE**

The Service is accessible through the URL [www.gedmouv.com](http://www.gedmouv.com). Provided they have an Internet connection, a working telephone line or a GSM phone subscription, Customers connect to the Services after authentication of their user code (provided to the Customer upon account activation, by means of a link sent to the Customer and used to create the code at the time of signing the Contract). For security reasons, proof of billing for the telephone numbers communicated by the Customer may be requested in order to ascertain that they do relate to the subscriber organisation.

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 Supplier immediately. The access codes must be managed solely by the Customer's named User Manager, whose contact details are entered on the contract. In the event of a change to the User Manager, the Supplier must be informed of this in writing. The Customer will be entirely responsible for the "driver" accounts.

**5.1** The passwords and logins must only be used by the Customer referenced on the subscriber website. Any use of these logins and passwords by and on behalf of a third party not identified at the time of signature of the subscription on the website shall be deemed fraudulent.

**5.2** The contact details for the User who has a login and password cannot be modified. The Supplier reserves the right to refuse to create or modify a User if it considers that this User is not directly associated with the subscriber Customer. Any use considered to be fraudulent by the Supplier will give rise to the immediate cessation of the Subscriber's Services. The remaining balance through to the end of the contract will remain payable in full to the Supplier, in accordance with the date of the contract concerned.

**5.3** Any use of the Service considered to be fraudulent will result in the immediate withdrawal of access to the Service through the subscriber site. The remaining balance will remain payable in full to the Supplier, in accordance with the date of the contract concerned.

**5.4** The Supplier reserves the right to deny, suspend or revoke 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 Service may be denied, suspended or revoked in the following cases:

- The Customer (or one of its Users) previously had access to the Services but failed to honour their contractual obligations.
- There are any serious doubts concerning the truthfulness of the information supplied by the Customer (or one of its Users), or concerning the fairness of its use of the Services.
- Any company having a link of any kind whatsoever with any legal entity or natural person practising an activity in competition with the Supplier.
- Any company whose manager has previously been the subject of a termination for fraud in connection with the use of the Services 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 Services, which wants to again take out a subscription to the Services.
- Any company in respect of which the competent authorities (e.g. the police) have disclosed acts of theft to one of the companies in the group.
- Any company subject to liens with the Treasury, URSSAF or a pension organisation.

In any event, if a company's (or one of its User employee's) access is denied, suspended or revoked, the Supplier will inform it by email or post of the reasons for this decision.

**5.5** If access to the Services is revoked due to a contractual fault or breach by the Customer, the balance of the outstanding instalments will be due in full to the Supplier, in accordance with the due date in the contract concerned.

## **6/ OBLIGATIONS ON THE PART OF THE SUPPLIER AS COMMON TO THE DIFFERENT CONTRACTS**

It is first noted that:

The different Offers proposed by the Supplier, according to the Customer type, each set out different features and functionalities as detailed in the *Description of Functionalities and Services* appended to the Special Conditions at the time of subscription to the Offer.

- The Customer is able to subscribe to these Offers:
  - ↳ Either in the capacity of Service Provider in order to receive orders and to report information,
  - ↳ Or in the capacity of Sold-to-Party in order to transmit orders and to access the information given by the Service Provider.

In this context, the obligations of the Supplier are to provide for the secure transmission, via the GEDMOUV Platform, of the orders and information given by the Customer to their recipient; the Supplier is in no event mandated to monitor the content, the veracity, the form or the validity of the orders and information given.

The information given or the documents published by the Customer will be visible for a period of one year. The Customer remains owner of the documents that is communicates and is therefore able to use them freely. However, the Supplier cannot be held liable for the use, by the Customer or any other person with access to the interface, made of the said documents or information. Nor can the Supplier be held liable for the content of the documents and/or information generated by the use of the Service.

The parties with access to the online elements are the Service Provider, the Sold-to-Party, and potentially the Customer of the Sold-to-Party or of the Service Provider if these have the sharing function enabled. The Sold-to-Party's customer will receive a link providing access to a page with the stages of delivery as well as the appended documents (shipping order, delivery note, photo of goods).

The Supplier shall refrain from disclosing or using the documents or the information given for the Customer, other than within the strict context of fulfilment of the Contract.

## **7/ GUARANTEE AND LIABILITY ON THE PART OF THE SUPPLIER IN RELATION TO USE OF THE WEBSITE**

### **7.1 – Purpose of the guarantee**

The Supplier guarantees the Customer the proper functioning of the aforementioned Services, under satisfactory conditions of availability and reliability.

It is hereby agreed that within the context of the supply of its Services, the Supplier is bound by a best endeavours obligation.

The elements, documents and information made available online on the Platform under the sole responsibility of the Customer (and its Users).

The online publication of a piece of information or a document on the Platform does not imply any guarantee on the part of the Supplier as regards the authenticity of the information mentioned.

It is the responsibility of the Customer (and its Users) to take all reasonable precautions and seek all relevant information prior to selecting its contracting partner.

### **7.2 – Maintenance and improvements**

The Supplier undertakes to apply the necessary due diligence to provide for the consultation and use of its Services in a secure manner and in accordance with the customary use of the Internet.

The Services are accessible to Users via the URL [www.gedmouv.com](http://www.gedmouv.com), 24 hours a day and 7 days a week, on an “as is” and “as available” basis.

The Supplier cannot be held liable for any delays in transmission or access to the Services, for interruption or discontinuity of the service due to a force majeure event and subject to any outages.

The Supplier 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. These interruptions are, except where urgent, subject to advance notification to the Customer; they shall in no event, for any reason whatsoever, incur any liability on the part of the Supplier, or give rise to any right to compensation.

### **7.3 – Service Level Agreement (SLA)**

While it is expressly agreed that the Supplier owes only a best endeavours obligation within the context of the supply of its Services, the Supplier undertakes to observe a certain level of service providing for the availability of and access to the website under optimal conditions such as defined below:

**Definition:** the Supplier undertakes to restore the availability of the Services, as found to be defective, within a period of four working hours following incident declaration and issuance of an incident ticket.

**Terms and conditions of application:** as soon as an incident is declared to the Supplier, a ticket is issued (application of a specific incident resolution procedure). From this moment, the Supplier has four working hours to perform an audit of the incident. If it is confirmed that the incident is caused by a Supplier-side internal malfunction, the recovery period starts when the ticket is opened.

### **Penalties in the event of breach of undertaking**

In the event of breach of undertaking, where it is confirmed that the incident is caused by an internal malfunction, the Supplier is liable, at the request of the Customer, for the following penalties:

Time to recovery	Penalty amount
Less than or equal to four working hours	None
More than four working hours	10 % of the monthly subscription

The penalty amount cannot exceed the amount of the monthly subscription for the period concerned.

### **7.4 – Hotline**

The Customer enjoys access free of charge to a Hotline service available from Monday to Friday from 08:00 to 12:00 and from 14:00 to 18:00 except public holidays.

Tel. No. 04 84 91 00 93 or via email: [hotline@gedmouv.com](mailto:hotline@gedmouv.com).

### **7.5 – Exclusions**

The Supplier cannot be held liable for the quality or the authenticity of the data and information supplied and made available online by its Customers.

Neither can it be held liable for any identity theft to which either itself or one of its Customers could fall victim.

It cannot have its liability or its guarantee engaged in the context of disputes relating to the conclusion or the fulfilment of the shipping operations entered into by its Customers, between them or with third parties. Nor will it have authority, in its capacity as mere intermediary, to settle or to participate in the settlement of disputes between its Customers or between its Customers and third persons under public or private law. In light of the particularities of the Internet and of its inherent security limitations, the Supplier does not guarantee the security of the data collected and stored via the Service.

The User acknowledges that it has been informed as to the permeability and potential malfunctions of the Internet, and warned not to use the Service to transmit data and information that it considers confidential.

Furthermore, the liability of the Supplier cannot be sought for losses of any kind, direct or indirect, related to the poor functioning of the Service as resulting from:

- Use of the Service in a way that is non-compliant with its purpose or the stipulations herein, by the Customer or by a third party. (e.g. hacking or hijacking the Service),
- Unavailability of Internet servers, outages or any other problem occurring on the networks or equipment of Internet service providers,
- Malfunctions of any kind occurring at the Customer's premises,
- Input errors by the Customer, the incomplete or incorrect transmission of information given by the Customer, or the loss of or failure to update such information,

- The loss of commercial data, loss of opportunity or any other loss consequential to the inappropriate use of the Service, whether done so purposefully or accidentally.

Lastly, the Supplier cannot be held liable for the content of the documents circulated and the interpretation thereof.

#### **7.6 – Rights and obligations of the Parties in respect of the data transmitted.**

The obligations, responsibility and assurances of the Supplier with regard to the collection and processing of personal data are set out in the “Personal Data Protection” appendix hereof.

#### **7.7. Hypertext and hypermedia links:**

The GEDMOUV platform may contain hypertext and hypermedia links directing the User to Internet sites operated by third parties.

The Supplier does not exercise any control or right of inspection to the information, products or services proposed by these third-party sites. The use of hypertext and hypermedia links and the viewing of third-party websites is therefore the sole responsibility of the User, notably in the event of damage of any kind whatsoever sustained to its computer or accessories. The Supplier accepts no responsibility with regard to potential malfunctions and defects on these third-party websites.

#### **7.8 Supplier’s liability**

In the event of a proven fault by the Customer, the Supplier 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.

In any case, in the event of harm suffered by the Customer, whatever the cause and whatever the legal basis invoked or reserved, and for all types of combined damage, the liability of the Supplier shall be strictly limited to a sum not exceeding three times the sums net of tax actually paid by the Customer to the Supplier over the twelve (12) months before the start of litigation between the Parties.

#### **8/ OBLIGATIONS ON THE PART OF THE USER:**

The Customer (and its Users) undertake to use the Service in accordance with its purpose. (See article 1).

It shall refrain from transmitting via the website [www.gedmouv.com](http://www.gedmouv.com) any data that is prohibited, unlawful, illegal, contrary to accepted principles of morality or to public policy and interfering with the rights of third parties, from making fraudulent or improper use of the Service, such as notably the intentional or unintentional overload of the email servers of the Supplier and of email recipients by means of indiscriminate mass mailing, without this list being exhaustive.

More generally, when using the Service, the Customer (and the Users) shall refrain from committing or attempting to commit any act of any kind that may cause harm to the Supplier and/or any User. The Customer (and the Users) shall also refrain from any act of unfair competition vis-à-vis the Supplier. This being so, the Customer (and the Users) undertakes to use the Service only for its own requirements, fairly and in good faith, in strict compliance with the present General Conditions.

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

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

In the event of breach of the present General Conditions, the Supplier reserves the right to suspend or revoke access to the Service, without the Customer being able to claim any compensation or reimbursement of sums already paid.

The Supplier accepts no responsibility in the event that the Customer (and the Users) fail to adhere to these recommendations.

The Customer (and the Users) are solely responsible for the use, whether fraudulent or not, by a third party of its identifier and password, of the use of the Services made by such third party as well as the actions and declarations made by them. It is incumbent upon the Customer (and the Users) to guarantee strict confidentiality of its identifier and password by refraining in particular from communicating them to a third party.

The Customer (and the Users) must ensure that the technical features of their computing equipment make it possible to access the Service under optimal conditions.

The Customer (and the Users) are obliged to take all necessary measures aiming to guarantee the security of its connection to the Platform, in particular by installing an anti-virus solution.

When proposing a Shipping Operation to a driver Service Provider, the Sold-to-Party must ensure that the Service Provider’s assignment is in keeping with the shipping contracts signed with the Carrier employed by the driver Service Provider. The Sold-to-Party undertakes to observe legislation relating to road haulage and comply with the stipulations of model shipping contracts, including the model rental contract for an industrial vehicle with a driver for road haulage. The Supplier cannot be held liable, for any reason whatsoever, for any harm or disputes that may arise when the Sold-to-Party assigns a task to a driver Service Provider directly.

#### **9/ COMMUNICATION**

The Customer authorises the Supplier 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 Supplier 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 Supplier undertakes to use the Signs without infringing the rights of the Customer. The Supplier acknowledges that the Contract does not entail any assignment of the intellectual property rights held by the Customer over the Signs.

#### **10/ ADDITIONAL SERVICES**

Additional services may be offered by the Supplier or one of its business partners when performing the Contract. As an example, the Supplier may, at the request of the Customer, allow the Customer to collect and have access to heterogeneous

data on different IT solutions. This may include "social" data (e.g. driving and rest times of drivers), or geolocation data (e.g. vehicle's position coordinates), for example.

The terms and conditions for providing these additional services shall be determined by mutual agreement between the Parties and written in the various provisions of the Contract.

## **11/ FINANCIAL CONDITIONS**

The Services of the Supplier are invoiced in the form of an annual subscription, the amount of which is dependent on the type of contract and the options activated.

The payments are made by direct debit only on the 25th of the month following issuance of each invoice.

The invoices are issued monthly, quarterly, half-yearly or annually, and are payable either upon receipt, or on the due date, according to the contract signed.

The Customer must therefore provide the Supplier, on the day of signature of the contract, with a direct debit instruction duly completed, dated, signed and stamped, as well as the bank details corresponding to the account to be debited. It further undertakes to inform the Supplier as to any changes to its bank details, postal address or email address, by way of email addressed to: [compta@B2PWEB.com](mailto:compta@B2PWEB.com).

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.

In the event of breach by the Customer of its payment obligation, the Supplier will, after formal notice sent by registered post with receipt of delivery, be entitled to:

- Suspend the Service in the event of non-payment within seven days.
- Terminate the contract in the event of non-payment within one month, in accordance with article 9 of the present General Conditions of Sale.

Any early payment will be without discount.

Late payment will give rise to a penalty equal to five times the statutory interest rate applicable from the due date of the invoice until full payment is made.

In addition, each payment incident will give rise to the application of a fixed penalty of €40 before taxes for recovery costs.

Any dispute on the part of the Customer as to all or part of an invoice must be communicated by registered post with receipt of delivery within 30 days following the date of issuance of the said invoice. If the Supplier acknowledges that there are grounds for the dispute, a credit note for the corresponding amount will be applied to the next invoice.

In all cases, such claims do not entitle the Customer to suspend payments.

## **12/ DURATION OF THE CONTRACT - TERMINATION AND ITS EFFECTS**

The effective date of the Contract is stated on the Contract when recorded by the relevant department.

This date will be considered as the Anniversary Date of the contract.

Any Contract signed in return for payment is concluded for a term of one year from the Anniversary Date.

The Contract is renewed by tacit agreement from one year to the next, unless terminated by either Party no later than two months prior to each Anniversary Date, by registered post with receipt of delivery, with no requirement to provide any grounds for doing so.

The Contract may be terminated as of right and without notice for a breach of the contractual obligations in these General Conditions, and the termination will then take effect on receipt of the registered letter with notice of receipt setting out the reasons for said termination. Termination of the Contract for a fault of the Customer will be without prejudice to any damages that the Supplier might claim due to the contractual breaches of said defaulting Customer.

In the event the Customer is subject to a court-supervised administration order, the present contract will be governed by articles L 620-1 et seq. of the French Commercial Code: unless continued within the context of the proceedings or in the event of a compulsory liquidation order, it can be cancelled by right, all sums paid by the Customer, as a fixed fee or otherwise, not being recoverable from the Supplier.

It can also be terminated by right, by either Party, in the following cases:

- 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 transfer, either in whole or in part, of this contract by the Customer to a third party without the authorisation of the Supplier,
- In the event of fraud damaging the Supplier's reputation,
- In the event of conduct contrary to standards of good business practice in the road haulage sector.

## **13/ INTELLECTUAL PROPERTY AND USE OF DATA**

The general structure of the website [www.gedmouv.com](http://www.gedmouv.com) as well as the text, images, trademarks, logos, graphic elements, sounds and videos of which it is comprised, are the property of the Supplier and are protected by the French Intellectual



Property Code. Intellectual property rights related to the Services belong solely to the Supplier. The Contract does not entail any transfer to the Customer of the intellectual property rights held by the Supplier over the Service.

Under these General Conditions, the Supplier grants the Customer a non-transferable, limited and non-exclusive licence to use the Service for the duration of the Contract between the Parties.

The Customer and Users may not under any circumstances: (i) modify, translate or adapt the Service; (ii) decompile, reverse engineer or disassemble the Service; (iii) (if applicable) copy all or part of the Service, except to create a backup copy solely for backup purposes, which is to be identified as such; and/or (iv) transmit, assign, sub-license, lease, lend or distribute the Service to a third party.

Upon expiry of the Contract or in the event of termination, this user licence shall automatically and immediately expire. In this case, the Customer undertakes to immediately cease all use of the Service by the Customer and by the Users.

Unless stipulated otherwise, the Customer authorises the Supplier to disclose the Services subject to the Contract, and in particular the use made by the Customer of the GEDMOUV Service, on its business and/or advertising documentation, in whatever format (print, internet, etc.). In this regard, the Customer authorises the Supplier to use its names, trademarks and logos. The Supplier undertakes to cease all use of these distinctive marks upon expiry of the Contract, whatever the cause, within a reasonable time frame.

The Supplier undertakes to observe the strictest confidentiality with regard to the information that it may gather from the Customer and undertakes in particular not to exploit the data gathered within the context of the service proposed. In consideration for this, the Customer shall refrain from reproducing or circulating, in any form whatsoever, other than for its own requirements, all or part the data made available to it by the Supplier. The Customer will not either directly or indirectly make use of this data whether in return for payment or free of charge and accordingly shall not claim any right to the use of the said data other than for consultation on the website and partial download where relevant.

These stipulations constitute an essential condition of the Contract and failure to comply will entitle the Supplier to suspend access by the Customer to its services or, at its discretion, to terminate the Contract, without prejudice to the damages that the Supplier could claim.

#### **14/ MODIFICATION OF THE PRESENT GENERAL CONDITIONS**

The Supplier reserves the right to freely modify the General Conditions.

The existence of a new version of these General Conditions will be notified in advance when accessing the website. Accordingly, all Customers and Users will need to check, upon each use, for any new version. The date of the online version is routinely stated by the Supplier at the end of the General Conditions.

Any modifications will take effect immediately after being made available online and will apply to any Customer or User using the Service subsequently to the said modifications.

Customers and Users who do not wish to be subject to the new version of the General Conditions will need to cease using the Services as of when the modified General Conditions are made available online.

#### **15/ APPLICABLE LAW AND JURISDICTION CLAUSE:**

The present General Conditions, the Contracts subject to them, as well as the terms and conditions of use of the Service are governed by French law, irrespective of the place of use.

In the event of a dispute and where attempts to seek an amicable solution have failed, the French courts will have sole jurisdiction to hear this dispute.

Any dispute between the Supplier and a Customer shall be subject to the exclusive jurisdiction of the competent courts within the jurisdiction of AVIGNON, notwithstanding multiple defendants or introduction of third parties.

For any questions relating to this document, please contact the Supplier: [hotline@gedmouv.com](mailto:hotline@gedmouv.com).

## **GEDMOUV PERSONAL DATA PROTECTION APPENDIX**

### **1. PREAMBLE AND SCOPE**

This Appendix is an integral part of the **General Conditions of Sale and Use of the GedMouv Service of the B2PWEB Company and the Special Conditions** agreed by the Supplier and the Customer (hereinafter the "Contract").

The GedMouv 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 "Supplier") collects and processes some personal information, it has drawn up this appendix in order to lay down the rules applicable to the processing of this personal information through the B2PWEB internet platform and its mobile application (hereinafter the "GedMouv Service").

### **2. COMPLIANCE WITH APPLICABLE REGULATIONS AND CAPACITY OF THE PARTIES**

The processing of Personal Data via the Service is done in accordance with, inter alia, Regulation (EU) 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 Act No. 78-17 of 6 January 1978 on information technology, data files and civil liberties, as amended (known as the "Information Technology and Civil Liberties Act"), (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 GedMouv Service. In the latter case, the Customer acts as a "controller".

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 Supplier has designated a Data Protection Officer (hereinafter the "DPO") to this end. The DPO ensures the Supplier's compliance with the privacy Regulations. The designation of a DPO reflects the Supplier's commitment to respecting privacy and the rights of Customers and other data subjects.

### **3. PROCESSING, PURPOSES AND INSTRUCTIONS FROM CUSTOMERS**

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

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

- The Customers' consent,
- The performance of the Contract,
- The legitimate interest of the Supplier in providing the best quality services,
- The existence of legal and regulatory obligations.

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

- To provide and manage the services associated with the Platform (e.g. access to the GedMouv interface through usernames and passwords);
- To grant Sold-to-Parties access in real time to information relating to their deliveries (geolocation of the Carrier's vehicle, validation of the stages and sending of photographs by the Carrier);
- To enable the Carriers to offer a services guarantee to customers;
- To communicate with Customers and Users and improve the quality of our services, such as sending Customers corporate, marketing and promotional news concerning the Supplier and its sister companies;
- To resolve any potential disputes or solve any problem related to the use of our Service.

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 Supplier 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 and as laid down in the Special Conditions. However, the Supplier undertakes to inform the Customer if, in its opinion and bearing in mind the information available to it, one of their instructions infringed the GDPR.

### **4. CATEGORIES OF PERSONAL DATA PROCESSED VIA THE SERVICES**



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

A) Creating a GedMouv account

When you create your Professional Account on GedMouv, 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) Geolocation

The main purpose of the GedMouv mobile application is to enable Users to find the resources to which orders have been assigned. The User's consent is requested to collect and process data relating to their geographical position in real time. The GedMouv Service can reconstruct the journeys and/or routes of its Users, depending on the settings. The exact location or route of a User are never visible to other Users. Users may withdraw consent and uncheck the geolocation option on their smartphone at any time.

D) Email campaigns

The Supplier 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. PERIOD FOR WHICH THE PERSONAL DATA WILL BE STORED

The Supplier 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, the Supplier undertakes, for example:

- *Concerning contracting*: not to store the Personal Data for more than 3 years after the end of the business 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 connection data (logs) of Users of the Platform*: not to store them for more than 6 months;
- *Concerning location data*: not to store them for more than 2 months on the Platform accessible by the Sold-to-Party and the Service Provider, and not to retain them for more than 1 year on the Platform accessible solely by the Service Provider;
- *Concerning customer billing*: not to store the Personal Data for more than the legally permitted periods;
- *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 Supplier may store certain Personal Data for subsequent periods in order to meet a range of obligations (e.g. accounting and tax), beyond the legally permitted periods, and to respond to any requests for disclosure from any authorised third party (administrative authorities).

## 6. COOPERATION AND ASSISTANCE

The Supplier 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 Supplier 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 making available to the Customer the information and documentation requested within a reasonable time frame, depending on the degree of urgency of the request for assistance.

## **7. CONFIDENTIALITY AND SHARING OF INFORMATION**

The Supplier shall ensure that its employees authorised to process the Personal Data within the scope of the Contract are bound by confidentiality.

Furthermore, the Personal Data shall under no circumstances be passed on or sold to third parties without the express prior consent of the Customer.

The Personal Data may, if required, be transmitted to third parties involved in the rendering of our services (technical and hosting service providers, security incident or fraudulent activity managers, etc.). The Supplier undertakes to disclose your information and Personal Data only to authorised and trusted service providers, who shall process them on our behalf, according to our instructions and in accordance herewith.

Moreover, the Supplier may use certain service providers who may collect Personal Data with your consent. This is particularly the case with B2PWEB's sister companies: B2PWeb, S3PWeb and FTK LOGISTIC.

Furthermore, the Customer is informed that the Platform offers users the possibility of creating gateways with third parties, including Transportation Management System (TMS) generators, and to share information with them.

The Personal Data may also be disclosed to a third party if the Supplier is required to do so by law, a regulatory provision or a court order, or if such disclosure is necessary for the purposes of a judicial investigation, injunction or procedure, either in France or abroad.

Similarly, the Supplier 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 Supplier's rights, property or security, in accordance and in compliance with the law.

Lastly, in the event of requests for information received from a competent authority relating to the Personal Data processed under the Contract, the Supplier undertakes to notify the Customer (unless the applicable law or an injunction from a competent authority prevents this) and to disclose only the data expressly requested by the authority.

## **8. OUTSOURCING**

The Supplier may use processors to carry out specific processing tasks. The Supplier is responsible, with respect to the Customer, for the obligations not discharged by the processors.

## **9. SECURITY OF PERSONAL DATA**

### **a) Measures and assurances provided by the Company**

The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier in response to the incident, and the name of the Supplier's contact person.

### **(c) Location and transfer outside of the EU**

The Supplier informs the Customer that the Personal Data are stored on servers located inside the European Union. Furthermore, the Supplier 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 Supplier is required to make such transfers by law, it undertakes to notify the Customer immediately, unless it is legally prohibited from doing so.

## 10. THE CUSTOMER'S OBLIGATIONS

Regarding the processing of personal data under the Contract, the Customer must provide the Supplier with any relevant instruction in writing. The Customer remains solely responsible for the processing of information disclosed to the Supplier.

The Sold-to-Party is responsible for ensuring that:

- (a) the processing of Personal Data for the rendering of the services has an appropriate legal basis (obtaining, where required, authorisation from its Customer to use the GedMouv Service);
- (b) the data subjects are informed of the processing of their Personal Data in a concise, transparent, intelligible and easily accessible form, using clear and plain language, as required by the GDPR;
- (c) the data subjects are informed of, and have the opportunity to exercise in a straightforward manner, their data-related rights as provided for in the GDPR;
- (d) appropriate technical and organisational security measures have been put in place on the systems, applications and operations that do not fall under the responsibility of the Supplier as provided for in the Contract;
- (e) the data it transmits via the Platform are accurate and up-to-date.

The Service Provider is responsible for ensuring that:

The data that it transmits via the Platform are accurate and up-to-date.

## 11. LIABILITY

Although the Supplier and its processors have taken reasonable steps to protect the personal data, no transmission or storage technology is completely infallible. Accordingly, the Customers and Users of the Platform may hold the Supplier liable only for the direct foreseeable harm suffered by them as a result of a violation of the contractual and/or legal and regulatory provisions by the Supplier, within the limits defined in article 7.8 of the General Conditions.

## 12. RIGHTS OF DATA SUBJECTS

### a) Your rights

The rights of any data subject whose Personal Data are processed by the Supplier 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](mailto: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 treatment 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 transmission 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 transmit them to another controller without objection from the Supplier;
- Right to erasure (e.g. you can request permanent erasure of your data stored by the Supplier, 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 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 mentioned in article 13 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 Supplier. In such cases, you will be informed of the extension and the reasons for it.

If the Supplier 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 National Commission for Information Technology and Civil Liberties (CNIL) (website: [www.cnil.fr](http://www.cnil.fr)).

**13. CONTACT US**

**a) B2PWEB contact**

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

- Email at the following address: [rgpd@B2PWEB.com](mailto:rgpd@B2PWEB.com)
- Post at the address: Société B2PWEB, Service RGPD GedMouv, 127 avenue Joseph Boitelet – 84300 CAVAILLON
- Telephone on: +33 (0)4 84 91 00 93.

**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](mailto:dpo@avocats-sfez.fr)
- Telephone on: +33 (0)1 80 06 06 25.