

# **GENERAL TERMS AND CONDITIONS OF USE OF ELCIA SERVICES**

## **1. INTRODUCTION**

Whereas :

The company ELCIA is engaged in developing software aimed at professionals in the Joinery, Blinds and Closures sector. The software developed by ELCIA provides joinery professionals (craftsmen, installers, traders) with quoting and commercial management solutions enabling them to produce quotes, orders and invoices.

In this regard, the company ELCIA has notably developed various Applications based around the sales configurator, which allows professionals to quote for all product types taking into account their characteristics and technical constraints.

To this end, ELCIA has developed a web Platform which allows all Platform users to access the Sales Configurator developed by ELCIA, via the subscribed Applications, to produce their quotes and orders on the basis of the Listed Pricelists. Hosted on the ELCIA Cloud Platform, the sales configurator is also accessible through any other software solution developed by ELCIA or other developers and interfaced with the Platform: quoting software, ERP, CRM and even a website.

Use of the Platform and the Application is reserved for professionals in the construction sector (manufacturers, builders, installers, traders, craftsmen), whether individuals or businesses, which have taken out a contract with ELCIA or have been provided with access by any Manufacturer or producer listed on the Platform for the purposes of using the Application.

In witness whereof, the Parties have agreed as follows.

## **2. DEFINITIONS**

For the purposes of executing and interpreting this Contract, the following words commencing with a capital letter, whether in the singular or plural, shall be interpreted as follows in the context of this Contract:

**Application** : means any computer program developed and edited by ELCIA which may be subscribed to by the Client or a User in the context of the Services, where applicable, via a separate agreement, whether free of charge or for a fee, as appropriate.

**Listed Pricelists or Pricelists** : means all of the characteristics of the products and the prices proposed by a Manufacturer or supplier of joinery, blinds and closures, which are, depending on the nature of the Service subscribed to, either fully listed and accessible on the Platform or only accessible with the agreement of the Manufacturer in response to a Client request.

**Client** : means any individual or business operating in the Joinery, Blinds and Closures trade, whether a Manufacturer wishing to have its Pricelists listed or, if not, a professional wishing to make use of the Services linked to the Application.

**Order** : means the orders placed by the Client via the Application and transmitted to the Manufacturer.

**Account** : means the personal space of the User or the Client, accessible using their Login Details and allowing them to search for or consult Data.

**Contract** : means these general terms and conditions of use and any special terms and conditions applicable to the Applications subscribed to. In the event of any discrepancy between the general terms and conditions and the special terms and conditions, the latter shall prevail. By express agreement, the Manufacturers represent that the procedures for uploading their Pricelists shall be governed by a separate agreement.

**Data** : means the Client's and/or User's data and information processed by the Services, with the exception of data and information relating to the Listed Pricelists, including personal data.

**Personal Data** : means data in the sense of the French Data Protection Law no. 78-17 of 6 January 1978 and the General Data Protection Regulation 2016/679 of 27 April 2016.

**ELCIA** : A French société par actions simplifiée (simplified joint-stock company), with share capital of €60,000, with a registered office at 256 avenue Marcel Mérieux – 69530 BRIGNAIS, registered with the Trade and Companies Register of LYON under number 421 596 016.

**Manufacturer** : means any professional wishing to upload Listed Pricelists in accordance with a separate contract and to be able to receive Orders via the Application or third-party software approved by ELCIA to this end.

**Login Details** : mean the login details specific to the User or the Client, consisting of an e-mail address and an associated login password allowing them to access their Account.

**Party(-ies)**: mean ELCIA and/or the User and/or the Client, indiscriminately.

**Platform** : means the architecture, both technical and application, hosting the Application, the Listed Pricelists, the Data, and allowing the Services to be provided and, where applicable, the Sales Configurator, according to the nature of the Application subscribed to.

**Data Controller** : means the person, alone or with others, who establishes the purpose and methods of the processing. In this case, the Client or User is the Data Controller.

**Services** : means the provision, in the form of SaaS, of a managed Account space, a quote and Order management space, and use of the sales configurator together with the Listed Pricelists, without prejudice to additional paid Services provided by ELCIA under a separate agreement.

**Data Processor** : means the person who processes the Personal Data on behalf of the Data Controller. In this case, ELCIA is the Data Processor.

Processing : means any operation or set of operations, whether performed using automated processes or not, and applied to personal data or sets of personal data, such as collecting, registering, organizing, structuring, preserving, adapting or amending, extracting, consulting, using, communicating via transmission, disseminating or any other form of provision, aligning or interconnecting, restricting, removing or destroying.

User : means any individual or business in the Joinery, Blinds and Closures trade which is not a Client and connects to the Platform to make use of the Services and/or place orders via the Platform using the MyPricer Application.

### **3. OBJECT**

These conditions look to govern the conditions of use of the Platform and the Services provided to Users and Clients, for the purposes of their business activities. The Client and/or the User acknowledges, prior to any subscription and/or use, to have ensured that the Application is adequate for its needs and its activities.

## **4. CONTRACT AND SERVICES START DATE**

### **4.1. Entry into force of these terms and conditions**

The Contract shall enter into force with effect from the entry by the User or the Client of the Login Details to access an Account and shall govern all the Services as long as an Account exists.

### **4.2. Account access**

Access to the thataccount shall start with effect from validation of the online registration by ELCIA.

## **5. SERVICE ACCESS AND AVAILABILITY**

### **5.1. Accessing an account**

All Users and Clients shall have personal access to the Services which can accessed via their Account by entering their Login Details, which they may choose as they please. When they first connect to the Platform, the Client or the User must consent to these conditions of use and must adhere to these conditions whenever they access the Platform. If they do not consent to these conditions of use, it will be technically impossible for the Client or the User to access the Platform and the Services.

## **5.2. Confidentiality of Login Details**

The Login Details are personal, confidential and non-transferable. Every User or Client shall be solely and exclusively responsible for the use and protection of their Login Details. They alone shall bear any consequences which may ensue from use by third parties who may have knowledge of their Login Details, and the same shall apply to any connection to the Platform with their Login Details, even if the User or Client is not at the origin of the login. In the event that a password is lost or stolen, Users and Clients may reset the password by accessing a dedicated functionality on the Platform.

## **5.3. Uptime**

The User or the Client shall be aware that differences in the capacity of different networks and sub-networks on the Internet and any influx of connections at certain times could prolong transmission and data exchange times, and that ELCIA shall not be held liable in any way for any suspension or deterioration in the Service resulting from Data uploaded by the Client or the User and containing viruses or malicious programs and/or following any legal injunction. The User or the Client shall ensure that the hardware and/or browsers that they have make it possible to access the Services.

The availability of the Platform may be suspended for planned maintenance, installation of updates and/or other work without delay, as a result of a security breach.

The User or the Client is aware that ELCIA shall not be held liable for any suspension or deterioration in the Service resulting from data uploaded by a Manufacturer and containing viruses.

## **5.4. Territory**

Access to the Services is reserved and possible for Users and Clients based in a country in the European Economic Area and conforming to European data protection standards, subject to the existence of an electronic communications network. Such access shall not, however, equate to the possibility of an Order being placed for every country where the Service is accessible. To this end, the User or the Client shall ascertain, in the context of the Services, the countries in which an Order may be placed.

## **5.5. Use of the Application and Data storage**

The User and the Client undertake to use the Application in accordance with its intended purpose. The User and the Client are aware that the Services shall be no substitute for their expertise; any result from the Application shall be used under their responsibility as professionals in the trade covered by the Application. Similarly, the User or the Client alone shall be responsible for the information that they communicate, as well as any consequences which may ensue from any error or inaccuracy. ELCIA shall not be held responsible in any way for any error whatsoever.

ELCIA has no obligation to store Data transmitted by the User or the Client in the context of the Platform and the Services. Consequently, ELCIA shall not have any obligation to store such Data for more than two (2) years for continuous use of the Application.

## **5.6. Availability of these terms and conditions of use**

These terms are permanently accessible at: <https://login.elciaonline.com/Eula/Read>

## **6. USE OF THE SERVICES**

### **6.1. Data entered by the Client or the User**

The User or the Client alone shall be responsible for the Data that they communicate to their Account, as well as any consequences which may ensue from any error or inaccuracy in such Data. The User or the Client shall undertake to not use the Services to distribute content contrary to public decency or the law and, in particular, any data advocating crimes against humanity, inciting racial hatred, hatred against individuals on account of their sex, their sexual orientation or identity or any disability, or child pornography, incitement to violence, in particular incitement to violence against women, and any affronts to human dignity.

ELCIA shall in no way be held responsible for the legality of any Data hosted and distributed by the User or the Client. The User and the Client warrant to hold the rights to the Data in the context of the Services, whether they are eligible for intellectual property or not, authorizing them to use the Services and undertake to not use the Services in contravention or the law or third-party rights. Similarly, ELCIA shall not be held responsible for any loss, whether material or immaterial, caused to Users or Clients, to their computer equipment and to the data stored on such equipment, or any direct or indirect consequences which may ensue, in particular for their professional and/or commercial activity, as well as any harm of any nature (material, financial or other) occurring through use of the Services..

The User or the Client shall exempt ELCIA from any responsibility towards third parties as a result of Users or Clients failing to comply with any one of their obligations towards third parties and shall hold ELCIA harmless in the event of any claim or recourse against it.

If ELCIA should be troubled in this regard, it shall inform the User or the Client, who must immediately take appropriate measures to bring an end to any trouble and shall alone bear the costs of any defense measures required and shall indemnify ELCIA for any losses, interest and costs which it may be ordered to pay in this respect following a court decision.

ELCIA shall be free to suspend or close the Account by terminating the Contract, without having to pay any damages or any indemnity, if a court decision prohibits ELCIA from providing Services to the User or the Client.

### **6.2. Data communicated in the Pricelists**

The Manufacturer alone is responsible for the data that it provides via the Listed Pricelists, as well as any consequences which may ensue for Clients or Users from an error or inaccuracy in the data in the context of the Services.

### **6.3. Data hosting**

The data subject to the Services is hosted with MICROSOFT AZURE, the contact details for which are MICROSOFT AZURE – 39 Quai du Président Roosevelt – 92130 Issy-les-Moulineaux.

ELCIA may freely entrust the hosting of the Platform to any other host, subject to the Platform being hosted in a European Union country.

These Services in no way constitute a Data backup service.

## **7. PERSONAL DATA**

ELCIA is authorized to process, on behalf of the Data Controller, the Personal Data provided by the Data Controller and required to perform the Contract.

For the avoidance of doubt, the notion of processing shall include the term “Processing” as referred to in Clause 1 hereof and is equivalent to a simple technical hosting or transmission service. To this end, under no circumstances shall the Data of Clients’ or Users’ end clients be transmitted and/or used by ELCIA and/or the Manufacturers.

Furthermore, ELCIA reserves the right to communicate non-anonymized Data on the products priced up by the Client to the suppliers of the products in question

Any Client personal data likely to be collected and used by ELCIA under the Contract shall be detailed in the “ELCIA Personal Data Protection Policy” document, which is permanently accessible at: <https://login.elciaonline.com/privacy>.

### **7.1. Obligations of the Parties**

#### **7.1.1 Data Controller obligations with respect to the Data Processor**

The Client, in its capacity as Data Processor, expressly undertakes to:

- comply with all provisions relating to Personal Data and ensure the lawfulness of its Processing,
- document all instructions in writing for the Data Processor concerning the Processing of Personal Data.
- ensure compliance with the obligations set out in the General Data Processing Regulation prior to and throughout the Processing.

### **7.1.2 Data Processor obligations with respect to the Data Controller**

ELCIA, in its capacity as Data Processor under this Contract, expressly undertakes to:

- Provide sufficient guarantees as to the implementation of appropriate technical and organizational measures to ensure the Processing preserves the protection of data subject rights.
- Process the Personal Data solely for the purpose(s) and operation(s) specified in Appendix 1.
- Process the personal data in accordance with the documented written instructions of the Data Controller.
- Notify the Data Controller without delay if it deems any of its instructions breach the General Data Protection Regulation.
- Notify the Data Controller by email of any breach of Personal Data as soon as it becomes aware thereof.
- Guarantee the confidentiality of Personal Data processed within the context of the Contract and ensure that those authorized to process the Personal Data by virtue of the Contract undertake to respect its confidentiality.
- Include the principles of Personal Data protection by design and by default with respect to its tools, products, applications and services.
- Implement the appropriate technical and organizational measures, as stipulated in the confidentiality clause, to guarantee a level of security appropriate to the Services.
- Keep a written register of all categories of processing performed on behalf of the Data Controller.
- Immediately notify the Data Controller in the event of any Processing performed either by itself or by sub-processors resulting in the Personal Data being transferred outside of the European Union, in order to enable the Parties to jointly draft standard contractual clauses if required.
- Provide assistance for the Data Controller, through appropriate technical and organizational measures, insofar as possible, to
  - fulfill its obligation to respond to requests made by data subjects exercising their rights,
  - guarantee compliance with obligations regarding security or within the context of any privacy impact assessment
- Delete and/or destroy all Personal Data subjected to Processing at the end of the Contract.

## **7.2. Sub-processing**

Without prejudice to any stipulations included in the terms under which the Data Processor can entrust part of the services to a sub-processor, it is agreed as follows:

If the Data Processor intends to entrust part of the Processing to a sub-processor, hereinafter the “sub-processor”, it must first notify the Data Controller in writing.

Once the Data Controller receives the request, it has five days to raise any objections with respect to this addition, failing which the change shall be deemed to have been accepted.

In the event of the Data Controller raising an objection to the change within the aforementioned period, the Parties undertake to discuss these objections and the grounds thereof without delay, with the aim of reaching an agreement.

The sub-processor is bound to comply with the obligations of the Contract on behalf of and according to the instructions of the Data Controller. The Data Processor guarantees compliance by the sub-processor with said obligations under the provisions of the General Data Protection Regulation.

The sub-processors approved by the Client to provide Platform hosting Services are specified in the “data hosting” clause.

## **7.3. Documentation - audits**

The Data Processor shall provide the Data Controller, when requested by the latter in writing, with all information required to prove compliance with obligations in accordance with regulations and to enable the performance of audits by the Data Controller or any other auditor it may appoint, and contribute to said audits.

Auditors appointed by the Data Controller must not be a competitor of the Data Processor and must have signed a confidentiality agreement.

In the event of the details communicated for the purpose of the audit being insufficient to enable the Data Controller to prove it meets the obligations stipulated by regulations, the Parties shall meet to agree on the operational, security and financial terms of a technical inspection and/or visit of the Data Processor’s premises.



## **8. INTELLECTUAL PROPERTY**

### **8.1 Scope of usage rights**

A personal, non-transferable and non-exclusive usage right for the Platform and the Services is granted to the User or to the Client by ELCIA, for the duration of Use of the Services, and where applicable for the duration of any subscription to paid Services, for the European Union.

### **8.2. Content of Services**

The content of accessible Services, in particular any visuals, logos, graphics or software developments, is the property of ELCIA or is subject to authorization for use granted to ELCIA.

ELCIA remains the holder of any rights pertaining to any element of the Services provided to the Client, and more generally, the Platform making it possible to provide the Services.

Any element belonging to ELCIA shall not be used, distributed, reproduced, modified, altered or transmitted by the Client, in any way whatsoever or as any type of media whatsoever.

## **9. STATISTICAL PROCESSING**

The Client shall grant ELCIA the right to use their Data for statistical purposes provided that they are anonymized and they do not allow identification of the Client, even indirectly. In this regard, ELCIA undertakes to not use any Data associated with a Client which would represent more than 20% of the data studied.

## **10. LIABILITY**

The principles governing liability are set out in the special terms and conditions.

## **11. TERMINATION**

### **11.1. Termination in the event of insolvency proceedings**

In the event that ELCIA is subjected to safeguarding, court-ordered administration or court-ordered liquidation proceedings, this Contract may be terminated in accordance with the applicable legal provisions.

### **11.2. Termination in the event of force majeure**

In the event that force majeure circumstances should last for more than one (1) month, each of the Parties shall be free to terminate subscription Services without any prejudice being able to be reported.

### **11.3. Automatic termination**

The User or the Client recognizes that ELCIA may suspend or terminate the Services with immediate effect in the event that the User or the Client fails to comply with these conditions and in the instances provided for in Clause 6.1, or if it should receive a duly founded notice, pursuant to Law no. 2004-575 on Confidence in the Digital Economy, or pursuant to a judicial requisition.

### **11.4. Termination at the initiative of the Client**

The principles are set out in the special terms and conditions depending on the Application in question.

### **11.5. Termination at the initiative of the User**

The User may request that his or her account used to access the Platform and the Services be deleted. This Account deletion request may be made to ELCIA at any time and for any reason.

### **11.6. Termination in the event of termination of the separate contract entered into by the Client**

In the event that the Client has subscribed to paid Services provided by ELCIA according to a separate contract not entered into online, the termination of the separate contract, irrespective of the reason, shall lead to automatic termination of the Contract.

### **11.7. Effects of the termination**

Termination of the Contract shall result in being unable to connect to the Account and to access the Platform and the Services, subject to the conditions set out in the special terms and conditions specific to each Application or Service.

## **12. FINANCIAL TERMS AND CONDITIONS**

### **12.1. Price**

The prices for the Services shall be automatically revised annually, 12 months after the 1st invoice date, in line with changes in the SYNTEC index, using the following formula:  $P = (P_0 \times S) / S_0$

Where :

- P is the price, excluding tax, after revision.
- P<sub>0</sub> is the price, excluding tax, on the date on which this contract was signed or on the date of its most recent revision.
- S is the value of the enablinglast published SYNTEC index as of the revision date.
- S<sub>0</sub> is the value of the last published SYNTEC index on the date on which this Contract was signed or on the date of its most recent revision.

Should this index disappear, and should an agreement fail to be reached on a new index within two months, the Parties shall award jurisdiction to the Presiding Judge of the Commercial Court of Lyon ruling in summary proceedings to determine a new index to be integrated into the revision formula.

### **12.2. Online invoices**

By default, the Client's invoices shall be available on its Account in PDF format throughout the entirety of the Contract

### **12.3. Late payment**

Any late payment of sums due to ELCIA shall result, without any formal notice being required, in the application of late-payment interest of 3 times the statutory interest rate with effect from the invoice's payment due date and the payment of a lump-sum of forty (40) euros by way of recovery costs, in accordance with current regulations. In the event of non-payment by the agreed deadline, ELCIA reserves the right, subject to notice having been served by e-mail and having gone unheeded, to suspend all of the Services in progress, with non-payment of invoices constituting for ELCIA a sufficiently serious breach on the part of the Client in this respect, and more generally, to suspend continuation of the Services until payment in full and/or to terminate the Services as a matter of right.

## **13. MISCELLANEOUS**

### **13.1. Evidence agreement**

Unless expressly stated otherwise herein, the Parties declare that they agree to exchange any information required for the Services subject to the Contract by electronic exchanges and/or e-mails sent to the addresses previously notified at the time of registration, such that any element such as logs or connections taking place in the context of using the Services shall serve as a record for the Parties, therefore waiving any confirmation in writing.

### **13.2. Confidentiality/security**

The information or documents exchanged between the Parties are to be considered confidential, including any information communicated by their sub-contractors or brought to their attention during provision of their services, data stored on the Platform, without prejudice to the anonymous statistical processing provided for herein, any work carried out during the Contract, the Application and its documentation, studies, know-how secrets, production data and information, irrespective of the media, and any results from data processing, staff policies, and this Contract and any documents pertaining hereto.

This duty of confidentiality, which shall persist for the duration of the Contract, shall also run for a period of three (3) years with effect from the end of the Contract.

- Each Party undertakes, during this period, to:
  - Only communicate confidential information to members of its staff or any sub-contractors which need to know such information to perform this Contract;
  - Apply any measures that it adopts itself with respect to its own confidential information to prevent disclosure or publication to third parties;
  - Not reproduce or authorize the reproduction of such confidential information without the prior written consent of the other Party;
  - To not use such information, directly or indirectly, except for in the context of this Contract, unless it has obtained the prior express consent of the other Party.

Each Party may, under the strictest confidentiality, communicate this Contract and any documents pertaining hereto to tax or social security bodies in the event of an audit or to their Advisers.

The provisions on confidentiality shall apply to any sub-contractors of the Parties.

- The duty of confidentiality shall not apply to:
  - Information which has already fallen into the public domain other than through fault of one of the Parties;
  - Information which was already known to the beneficiary Party prior to its communication, with the burden of proof lying with that Party.

ELCIA undertakes, in addition, to take any precautions to preserve the security of any data collected and, in particular, to prevent any deformation of, damage to or unauthorized access to such data by third parties. Thus, ELCIA undertakes to implement technical and organizational security measures to guarantee the security and confidentiality of any data saved by the Client.

This consists, in particular, of ensuring that the authentication mechanisms associated with securing the HTTPS (TLS/SSL) transmission are implemented, that passwords are protected by “hashing” and “salting”, that the Client's data are isolated and that the sales configurator data on the Platform are anonymized.

### **13.3. Force majeure**

Neither Party shall be held liable for non-performance, breaches or delays in executing any one of their obligations as a result of the occurrence of force majeure circumstances, as usually recognized in case law or which cannot be reasonably overcome by one of the Parties, such as, for example, export bans resulting from a governmental decision, sectoral or national social movements, transport blockages, acts of digital piracy, electrical and telephone breakdowns, electronic communications network breakdowns, or court-ordered liquidation of sub-contractors on which ELCIA depends to provide the Services. Force majeure shall suspend any obligations arising out of the Contract for the entire duration of the existence of such circumstances.

### **13.4. Assignment - sub-contracting**

ELCIA remains free to sub-contract all or part of its Services, subject to complying with any applicable legislation on Personal Data. The Client expressly consents to ELCIA being able to assign the Contract to any third party of its choice. The assignee shall take the place of ELCIA with effect from the assignment date. The Client expressly recognizes that the assignee shall become its co-contracting party.

### **13.5. Insurance**

Each of the Parties shall hold an insurance policy covering the financial consequences of its civil liability, in the event that it should be engaged.

### **13.6. Entire Agreement**

The Contract contains all of the obligations of the Parties. The provisions of the Contract are exclusive of all others. They shall annul and replace all offers, agreements or protocols and shall prevail over all other communications between the Parties pertaining to the object of the Contract, whether during execution of the Contract or otherwise. No indication or document shall give rise to any obligations not set out in the Contract if they are not subject to an addendum signed by the Parties.

### **13.7. Obligations upon expiry of the Contract**

Upon expiry of the Contract, for any reason, the Parties expressly agree that all of the obligations which, by their nature, are to persist beyond the effective end date shall continue to bind the Parties until they have been fulfilled. This applies in particular to the Clauses “Liability” and “Confidentiality”.

### **13.8. Non-waiver**

Should either Party not invoke application of any clause in the Contract, either permanently or temporarily, this shall in no way be considered a waiver of the rights held by that Party by virtue of allowing non-application of said clause.

### **13.9. Stipulations**

If one or more stipulations in the Contract are held to be invalid or declared as such by virtue of a law, a regulation or following a final decision handed down by a competent jurisdiction, it (they) shall be deemed unwritten; all other stipulations shall remain in full force and effect.

### **13.10. Titles of Contract clauses**

The titles of the clauses in the Contract are provided for the sole purpose of facilitating consultation of the document and may not be used to confer any interpretation on these clauses or to affect the meaning thereof. Therefore, in the event of any difficulties in interpretation between any of the titles and one of the clauses constituting the Contract, the titles shall be declared non-existent.

### **13.11. Reference**

During the time that the Services are to be provided by ELCIA, the User or the Client expressly authorizes the company ELCIA to display its name and/or emblem (whether registered as a trademark or not), accompanied by its logo, on the Platform pages, as well as on commercial documents to display it among the Users or Clients trusting in ELCIA's Services (commercial brochure, ELCIA website, etc.).

### **13.12. Applicable law, territoriality and jurisdiction**

The Contract shall be governed by French law.

Should the Parties be unable to reach an amicable solution to any dispute pertaining to the application or interpretation of the Contract binding the Parties within thirty (30) days of notification to the other Party, the dispute shall be referred to the competent courts of LYON which shall have sole and exclusive jurisdiction, even in the event of multiple defendants or third-party claims.

# **SPECIAL CONDITIONS RELATING TO THE CONDITIONS OF USE OF PRODEVIS START**

## **1. CREATING AN ACCOUNT**

A Client Account is created by following the procedures set out online when subscribing to the Application.

Access to the Services becomes effective following validation of the registration.

## **2. PRICE**

The costs of using the Services shall be as mentioned according to the option subscribed to by the Client.

The lump-sum amount shall be due when a Manufacturer agrees to grant access to its Pricelists. Refusal by certain Manufacturers to grant access to their Pricelist shall not be taken by the Client as justification for not paying the subscription invoice to ELCIA.

## **3. PAYMENT DATES**

Invoices shall be issued at the start of each month for the month in progress and shall be payable immediately. Any month started shall be payable in full notwithstanding any termination reported in said month.

The first invoice shall be issued on the 1st of the month following the date on which a Manufacturer has granted access to its Pricelist.

Entry into force of the contract is distinct from the payment being due, which is linked to a supplier having agreed to be listed.

## **4. TERMINATION**

The Client may request termination of the Services at any time whatsoever irrespective of the reason, by reporting this via the dedicated form on its account. Such termination shall take immediate effect, but any month started shall still be due.

## **5. CONSEQUENCES OF TERMINATION**

Termination of the Contract shall result in the Client being unable to connect to the Account and to access the Platform and the Services effective beginning 6 months from the date of termination.

The Client shall retain access for consultation purposes during the 6 months following termination, enabling the Client to download and/or to print any documents on the Account prior to the termination or the end of the contract.

In cases where the Account is reactivated (within 6 months), the data will be recovered. Otherwise, the data shall be deleted.

## **6. LIABILITY**

ELCIA shall only be liable for direct and foreseeable damage resulting from a breach of its contractual obligations. ELCIA shall not, under any circumstances, be held liable for any indirect damage and, in particular, loss of earnings, interruption to business, loss of information, software, equipment, recovery costs and repair costs associated with such losses or any other financial loss sustained by the Client or a third party resulting from the use of or inability to use the Application/Platform, even if ELCIA has been informed of the possibility of such damage.

Furthermore, any example or template documents supplied with the Application are only for information purposes. Under no circumstances does ELCIA guarantee the compliance of said documents with current regulations.

Should ELCIA's liability be engaged, any indemnity, for all causes, the principal sum, interest and costs, based on a final court ruling, to which the Client may lay claim, shall be limited to the sums actually paid by the Client in the last six (6) months prior to the date of the incident engaging its liability.

Such sums constitute the economic balance sought by the Parties in light of the nature and value of the Services and the limited liability resulting therefrom.



# **SPECIAL CONDITIONS RELATING TO THE CONDITIONS OF USE OF MYPRICER FOR USERS**

## **1. CREATING A USER ACCOUNT**

A User Account is created by the User once the User has received a hyperlink from a Manufacturer inviting the User to join the Platform.

## **2. PRICE**

Excluding any connection costs that will be paid to the electronic communications network operator, allowing them to access the Internet, use of the ELCIA Services is free of charge for Users, unless the manufacturer has made its pricelists subject to a monthly subscription between the manufacturer and the user.

## **3. LIABILITY**

The Parties expressly agree and the User accepts that ELCIA shall not be held liable on any basis whatsoever in view of the free nature of the services offered.

# **SPECIAL CONDITIONS RELATING TO THE CONDITIONS OF USE OF MYPRICER FOR MANUFACTURERS**

## **1. CREATING A USER ACCOUNT**

A Client Account is created by following the procedures set out in the separate Pricelist listing agreement that the Client has entered into with ELCIA.

The Client's account is open with effect from the distribution of one or more client pricelists on the MyPricer application.

## **2. PRICE**

Use of the Services shall be stipulated in the offer that the Client signed with ELCIA.

## **3. TERMINATION**

At the end of the initial period or each tacit renewal period, the Contract may be terminated by registered letter with acknowledgement of receipt sent at least 60 days prior to each renewal date.

## **4. CONSEQUENCES OF TERMINATION**

Termination of the Contract shall result in the Client being unable to connect to the Account and to access the Platform and the Services.

## **5. LIABILITY**

The liability principles governing the relationship between the Client and ELCIA shall be set out in the separate Pricelist listing agreement that the Client entered into with ELCIA.