

## ARTICLE 1 – ACCEPTANCE OF THE TERMS AND CONDITIONS

These software licence terms and conditions ('Terms and Conditions') define the conditions in which the company BOOST MY SHOP France, SAS with its registered office in 1110 chemin des plantades, 83130 LA GARDE, registered at the French Trade and Company Register (RCS) under the number

813 441 466, VAT Identification no FR59 813 441 466 , email : [contact@boostmyshop.com](mailto:contact@boostmyshop.com), phone +33 9 72 28 64 51, ('The Supplier') provides E-commerce business companies ('The Client or The Clients') on its Website <https://www.boostmyshop.com> ('The Website') the non-exclusive and non-transferable right for the use of analyses, competitive intelligence and dynamic pricing Software for E-commerce purposes ('The Software') whose descriptions can be found on the Website. By placing any order, the Client accepts these Terms and Conditions. These Terms and Conditions unrestrictedly and unreservedly apply to all orders, whatever clauses might exist in the Client's documents.

## ARTICLE 2 – ORDER

The Supplier reserves the right to refuse any order placed by a Client who may be involved in a dispute concerning the payment of a previous order. The Supplier is not intended to grant Software licences to consumers.

To place an order, it is up to the Client to go to the Website via the link provided by the Supplier and to create an ACCOUNT ('Account') by filling the fields marked by an asterisk. The Client can view the Software he intends to order, the contract period,

the scope and the payment deadlines (monthly or annually). The Client may also request a personalised quote via the online contact form. A quote shall be sent to him as soon as can be. After viewing the link, the Client clicks on the 'subscribe' button, provides the information on his identity, the payment method and proceed to the first payment of the subscription. Before clicking on the 'subscribe' button, the Client is given the possibility to verify the order details and the total amount to pay. Confirming the order implies accepting the Terms and Conditions and the Website terms of use as well as a payment obligation. The Supplier shall acknowledge receipt of the order via an email sent as soon as can be. The contract shall only be conclusive after the Supplier has sent the order

confirmation by e-mail and after receiving the first complete payment on the due date. The data registered in the Supplier's computer system constitute proof of all transactions effected with the Client. Before placing the order, the Client must make sure the equipment the Software will be installed on is compatible with the technical requirement. Commercial and technical information can be obtained from the Supplier via the online contact form. The Client chooses the Software under his own responsibility and must ensure his order suits his needs. Some Software are Open Source based Software so that no exclusivity on the software shall be granted to the Client. The Client undertakes to ensure that all Software and equipment intended to function together with the Software whose licence is sold pursuant to these terms are perfectly installed, functional and compatible with the latter Software.

## ARTICLE 3- PRICES AND TERMS OF PAYMENT

The right of using the Software is supplied at the prevailing rates on the date of the order placement and, if appropriate, in the specific commercial proposition submitted to the Client. The rates are firm, definitive and non-revisable, net and exclusive tax. They do not include any potential customs fees or insurance costs that are to be borne by the Client. The Client might be granted rebates, discounts or drawbacks depending on the quantity bought by the Client at once or if he regularly orders or according to promotional offers. The first payment must be settled by the Client at the date of the order placement. The other payments must be settled monthly or annually depending on the payment deadlines mentioned on the order form or on the online subscription page. In case of early cancellation, no refund of the sums already paid by the Client shall be issued.

The payment methods that can be used are credit cards: Visa, MasterCard, American Express, other credit cards, bank transfers or direct debits, payments via PayPal. The payment data are exchanged in an encrypted way thanks to the protocol available on the payment platforms. The payments settled by the Client are only considered as definitive once all due amounts are actually cashed by the Supplier.

In case of non-compliance with the above-mentioned terms of payment, the Supplier reserves also the right to suspend or cancel the delivery of the pending orders placed by the Client.

## ARTICLE 4 -LATE PAYMENT FINES

If the payment of the due fees is not made by the date indicated on the invoice addressed to the Client, late payment fines based on the six-month interest rate applied by the European Central Bank, effective on 1 January of that year, raised by 10 points shall apply, i.e.: 10,00% (0,00 + 10). These late payment fines shall be immediately and by law acquired by the Supplier, with no further procedures nor prior formal notice. This rate is calculated on a pro rata temporis basis per period of

one calendar month and any month that has started shall be charged as complete month. Late payment or failure in payment renders immediately payable all amounts that still might be due, regardless of the payment methods agreed. The Supplier reserves also the right to suspend or cancel the delivery of the pending order placed by the Client. Finally, in case of late payment, a fixed rate allowance of EUR 40 for recovery costs shall be legally due by the Client and without notice. The Supplier reserves the right to request a supplementary compensation if the actual recovery costs exceeded that amount, upon presentation of supporting documents.

## ARTICLE 5 – SOFTWARE DELIVERY

The Software can only work with the subscription to a Software Licence. Opening up the licence rights for Using the software shall be realised within an indicative period of 30 working days from the date of the acknowledgement of receipt of the order provided by the Supplier. This period does not constitute a strict time limit and the Supplier shall not be held liable by the Client in the event of late delivery that does not exceed fifteen (15) days. If the late delivery exceeds fifteen (15) days, the Client may require the cancellation of the sales. In this case, a refund of the sums already paid by the Client shall be issued by the Supplier.

The Supplier shall under no circumstances be held liable if the late delivery or the reason for the delivery suspension is attributable to the Client or in case of force majeure.

The Supplier shall replace as soon as possible and at his own expenses any delivered Software whose non-compliance has been duly reported and duly proven by the Client. The Supplier undertakes to correct programme writing errors existing at the sale, provided that the third party contributors maintain their service level.

## ARTICLE 6 – SOFTWARE INSTALLATION

### 6.1 Installation by the Client

Unless the Client also orders an installation service while ordering the Software, the installation, starting-up and setting-up the Software are at the customer's expenses and responsibility.

## 6.2 Installation by the Supplier

If the Client wants the Supplier to install the Software, the Client should subscribe to this service while ordering the Software. The installation and starting-up the Software are ensured by the Supplier and consist in implementing the Software on the device indicated during the order placement.

The Client is required to verify the proper installation of the Software. Failing reservations expressly stated by the Client in written form and within 48 working hours from the installation date, the Software delivered by the Supplier shall be deemed as complying in quantity and quality with the order. No complaint shall be legitimately accepted in case of non-observance by the Client of these formalities.

## 6.3 Software with a SAAS-based access

Some software solutions are delivered as SAAS-based. The Supplier undertakes to proceed with the implementation and configuration of the server that provides the Client with access to the Software. It is the personal responsibility of the Client to have the necessary equipment providing the connexion to the server. The supplier undertakes to use his best endeavours to ensure the consistency, the continuity and the quality of the access to the Software he proposes and shall therefore seek to provide a 24/7 access.

# ARTICLE 7 – SOFTWARE CONDITIONS OF USE

This licence is granted for the Client's personal and exclusive needs. The Client formally agrees to refrain from letting a third party individual, associated companies included, access the Software. The Client shall also refrain from carrying out any data processing or IT services for third parties using the Software, in particular contract works. This licence is not transferable to anyone without the express, prior agreement of the Supplier, except to a successor in Business. Any authorised transferee shall meet the conditions of this licence, which the Client personally guarantees.

It is the personal responsibility of the Client and at his sole expenses to ensure the connection between the different elements of the configuration and also to provide the telecommunication equipment necessary to guarantee the proper performance of the Software. The Client shall also be responsible to purchase the necessary telecommunication subscriptions. By placing the order, the Client declares that he is fully aware of the technical requirements necessary to use the Software.

The communication of the Client's data to the Supplier, to his trade partners or his subcontractors is required from the Client, which the Client hereby authorises.

The Supplier shall in no way be held liable for a defect linked to the exploitation of the information he has submitted to the Client or a possible lack of information transmission by the Software. Unless otherwise stated or as part of a SaaS-based use, the Client must ensure on his sole and exclusive responsibility that he saves all the data produced by the use of the Software. Also, the Supplier cannot be held liable in the event of the accidental destruction of the Client's data or the data produced by the use of the Software that the Client must ensure to save. Unless otherwise specified during the order placement or as part of a SaaS-based use, the data produced by the use of the Software are submitted to the Client and are not transferred directly to the e-commerce marketplaces.

When subscribing at the order placement, the Client mandates the Supplier to communicate all the data arising from the use of the Software to the Supplier's third party subcontractors or to any person mentioned by the Client.

When subscribing to the SaaS-based offer at the order placement, the Client mandates the Supplier to transfer the data arising from the use of the Software to the e-commerce marketplaces.

For this purpose, the Client shall provide the supplier at the order placement with the account credentials necessary to access the marketplaces or to third party systems. The supplier undertakes to limit the credential use to the strict Software use.

The Client authorises without compensation the Supplier to use the data arising from the use of the Software in order to improve his services.

The Client acknowledges that all sales deals closed by the Client as a result of the use of the Service are concluded between the Client and the buyer. The Supplier accepts no liability regarding the buyer. The Client undertakes to comply with all legal provisions and regulations in force.

## ARTICLE 8 – DATA STORAGE

As part of a SAAS-based subscription: The data are stored in the 'Software as a Service (SAAS)' way. The Supplier undertakes to proceed to regular data storage. The stored data are kept for the duration of the Software licence agreement and 1 year starting from its expiration date. The Supplier undertakes to safeguard the integrity and confidentiality of the data stored. Either during the data transfer or the data hosting. The Supplier undertakes to implement the appropriate technical means to ensure the data security.

In other cases: The Client shall be personally responsible for the data storage.

## ARTICLE 9- MAINTENANCE

Maintenance task consists of progressive maintenance and corrective maintenance. The Supplier is in charge of the progressive maintenance, especially on the basis of the Client's notifications.

The corrective maintenance is composed of two levels:

- Level 1 corrective maintenance includes detecting and solving minor abnormalities, that can be fixed directly by the Client on the basis of the information and tools transmitted by the Supplier.
- Level 2 corrective maintenance includes detecting and solving blocking abnormalities, that can only be fixed by the Supplier. The reported abnormalities must be confirmed without delay by the Client via an email sent to the Supplier. The abnormality report is taken into account within 48 working hours. The Supplier shall proceed to the abnormality diagnosis and then implement the corrective action.

The Client authorises remote interventions on the Software executed by the Supplier. The Supplier is not responsible for the maintenance in the following cases:

- Client's refusal to cooperate with the Supplier to solve the abnormalities and especially refusal to answer questions and information requests;
- Any use of the Software that is non-compliant with its intended use or its documentation;
- Unauthorised Software modification performed by the Client or a third party;
- Failure by the Client to comply with his contractual obligations or with the obligations defined in the Terms and Conditions of Use;
- Failure of electronic communication networks

- Voluntary act of damaging, malicious destruction or sabotage
- deterioration due to a force majeure event or an improper use of the software

However, the Supplier may, if possible, take over the resolution of the malfunctions caused by the above-mentioned cases, as per Supplier's tariffication valid on the intervention date and on the basis of an accepted quotation. The Client agrees to cooperate with the Supplier for the Service he provides, in particular ensure to submit documents and information necessary for the intervention. During the intervention, the Client agrees to let machine-time, memory space and expendable supplies at the Supplier's free disposal. He shall authorise in advance the Supplier to shut down either the equipment or the systems and software during the intervention. An intervention protocol must be produced for each intervention of the Supplier.

## ARTICLE 10 – SUPPORT

The Supplier grants the Client free technical support via email messaging upon the Software use and during the whole subscription duration.

## ARTICLE 11- UPDATES

The Client receives updates and functional evolutions of the Software during the subscription to the Software Licence.

## ARTICLE 12 – INTELLECTUAL PROPERTY

This licence agreement does not grant the Client any intellectual property right on the Software that remains the full and exclusive property of the Supplier. Making the Software available does not grant any property rights over this one.

The Client formally agrees to refrain from permanently or temporarily reproducing the Software, in part or in whole, by any means and in any form, even during the Software upload, display, execution, transmission or storage;

The Client agrees to refrain from translating, adapting, modifying the Software, from exporting or merging it with other Software.

The Client undertakes not to sell, rent or lease the Software or the user licence.

## ARTICLE 13- GUARANTEES

The Supplier guarantees the Software is free from viruses upon delivery. The Supplier guarantees the upward compatibility of Software as well as its functional and technical non-regression.

The Supplier does not guarantee the Software compatibility and the interoperability with others software or equipment of the Client.

The Supplier does not guarantee any material or consequential damages caused to the Client's equipment that would arise from the installation or the use of the Software on the Client's equipment. The Client is sole responsible for the use he makes of the Software and the results obtained from the use of the Software, without further rights against the Supplier. The Supplier shall not be liable for the prices at which the products are sold on a market, whether these prices were defined with the Software or not. The results obtained using the Software are prices that are provided for indicative purposes only and it is the sole responsibility of the Client to set the final pricing for the products offered for sale by the Client. The results obtained from the use of the Software are not the Supplier's property.

## ARTICLE 14 – PERIOD

The user licence is concluded for a fixed period stated in the order form.

The Parties agree that the contract will be thereafter renewed, upon the same terms, by tacit agreement, for successive periods of the same duration, unless notice of termination is submitted by one Party to the other Party by registered letter with acknowledgement of receipt or any extrajudicial document not less than THIRTY (30) days before expiry of the then current contract period.

The Supplier may cancel the user licence without delay, upon expiry of the bank account details provided by the Client if these details are not updated by the Client or in case of failure in payment.

## ARTICLE 15 –RIGHT TO ANALYSE

Pursuant to the provisions of article L.122-6-1, III of the French Intellectual Property Code (Code de la propriété intellectuelle), the Client has the right to observe, study or test the functioning of the Software in order to determine the ideas and principles underlying any element of the Software while performing modification, display, execution or storage operations of the Software.

## ARTICLE 16 – RIGHT TO DECOMPILE

The Client shall formally refrain from any decompilation acts, unless these acts are specifically authorised under the strictly defined conditions laid down in article L 122-6-1, IV L.122-6-1, III of the French Intellectual Property Code (Code de la propriété intellectuelle) in order to make the Software interoperable with other Software. Decompiling the Software for any other purposes is strictly prohibited. Before performing any decompilation acts, the Client shall inform the Supplier about this intention. The Supplier shall have a period of 20 days to provide the Client with the interfaces or information necessary to achieve the interoperability, or to indicate the Client how to obtain this information. Thus, the Client shall formally refrain from any decompilation acts during this period.

## ARTICLE 17 – FORCE MAJEURE

Neither party shall be held liable for failure or delay in the performance of its obligations under these Terms and Conditions, if such performance is delayed or hindered by the occurrence of a force majeure event within the meaning of Article 1148 of the French Civil Code (Code civil).

The party that notices the event shall without delay notify the other party of the impossibility to perform the service and justify this impossibility to perform to the other party. The suspension of obligations shall in no case be cause of liability for non-performance of the obligations, or induce the payment of damages and late penalties; The performance of the obligation is suspended for the whole duration of the force majeure event if the force majeure event is temporary and does not exceed THREE (3) days. Therefore, as of disappearance of the cause of the suspension of their reciprocal obligations, the parties shall make their best efforts to resume as soon as possible the normal performance of their contractual obligations. For this purpose, the party prevented from carrying out the performance shall notify the other one of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial document. If the performance impossibility has become definitive or if it exceeds THREE (3) days, this agreement shall be outright terminated by law after sending a registered letter with acknowledgement of receipt mentioning the intention to apply the present clause.

## ARTICLE 18 – SANCTIONS FOR FAILURE OF A PARTY TO COMPLY WITH ITS OBLIGATIONS

In the event of non-compliance by either party with the following obligations : In the event of failure in payment on the due date of the Software or Services ordered by the Client or failure in delivery by the Supplier, this agreement may be terminated at the option of the injured party. It is expressly agreed that this termination for a failure of one of the parties to comply with its obligations shall legally take place, if the creditor sees fit, THIRTY (30) days after a formal notice to meet the obligations has been sent and has remained, in part or in whole, ineffective. The formal notice may be sent by registered letter with acknowledgement of receipt or any extrajudicial document. This formal notice shall mention the intention to apply the present clause. By express derogation from the provision of article 1222 of

the French Civil Code (Code civil), in the event of non-compliance by either Party with its obligations, the Party that is victim of the failure shall not itself let perform the obligation by a third party at the expenses of the defaulting Party. The Party that is victim of the failure may, in the event of non-performance of any of the obligations binding upon the other Party, request the contract termination according to the terms set out in this agreement. By way of derogation to the provisions of article 1223 of the French Civil Code (Code civil), in the event of non-compliance by the debtor with any of its obligations, the creditor may not accept an imperfect performance of the contract to seek a proportional price reduction.

## ARTICLE 19- INSURANCE – LIABILITY

The Supplier states he has taken out a liability insurance in France with the company GENERALI ASSURANCE. The Supplier shall not be held liable for personal injury or damage to personal property of any nature or kind whatsoever, that might directly or indirectly result from an abnormal use of the Software, or from a use of the Software in circumstances differing from those they were manufactured for.

## ARTICLE 20- LANGUAGE AND APPLICABLE LAW

By express agreement between the Parties, the present General Terms and Conditions and all buying and selling operations arising from these Terms and Conditions are governed by French Law. They are originally written in French. If they are translated into one or more languages, only the French text prevails in the event of a dispute.

## ARTICLE 21- ADDRESS FOR SERVICE AND JURISDICTION

The Parties shall give their respective registered office address as address for service in the event of disputes related to the interpretation, performance, cancellation of this agreement, relating to their consequences and impacts, exclusive jurisdiction is given to the Commercial Court in Toulon, France. Payable drafts or payments accepted by the Supplier shall not trigger the novation of or a derogation to this clause conferring jurisdiction.

## ARTICLE 22 : GDPR

The personal data collected by the Supplier via his website's contact form, the order form, via the establishment of a customer account or when using the Software are recorded in the client file and mainly used for a proper customer relationship management, order management and processing, business development and Software execution. Required fields for the collection of data necessary for a proper order processing are indicated with an asterisk on the data collection forms. Personal data collected for the Software execution are mandatory for a proper Software functioning. Personal data shall be retained as long as necessary, at the latest five years long after ending the contractual relationship or in the event of an ongoing judicial proceeding at that time, at the outcome. The access to personal data is strictly limited to the Supplier's employees and agents who by virtue of their functions are responsible for processing such data. The collected data may possibly be transmitted to third parties bounded by contract to the Supplier in order to carry out subcontracted tasks necessary for the order processing, without the need of the Client's authorisation. It shall be stated that, as part of their services activities, third parties only have a limited access to the data and have a contractual obligation to use them according to the provisions of the applicable legislation concerning the protection of personal data. Except as set out above, the company undertakes not to sell, rent or lease, assign the data or grant third parties access to the data without the Client's prior consent, unless the company is compelled to do so due to a legitimate reason (legal obligation, to combat fraud or abuse, exercise of the rights of defence, etc.). Personal data may be transferred outside the

European Union. Following guarantees have been taken to ensure an adequate level of data protection:

- The recipient(s) country provides an adequate protection level by decision of the European Commission.
- The recipient or recipients adhere to the ' Privacy Shield '
- The transfer is framed, in accordance with the requirements of European regulation (EC) No 2016/679/EU of 27 April 2016, by standard data protection clauses adopted by the European Commission.

In compliance with applicable legal and regulatory provisions, in particular those of the amended French Act No 78-17 of 6 January 1978 on information technology, data files and civil liberties (loi n° 78-17 du 6 janvier 1978 modifiée relative à l'informatique, aux fichiers et aux libertés) and those of the European Regulation No 2016/679/EU of 27 April 2016, the Client has the right to access, to correct, to data portability, to data erasure and to restrict the processing of his personal data. The Client may also object to the processing of his personal data on legitimate grounds by sending a written request to the company BOOST MY SHOP France, SAS, with its registered office in 1110 chemin des plantades, 83130 LA GARDE, or via the contact form available in the application or on the Supplier's website. In the event the Client does not wish to receive promotional messages and invitations (any more) by electronic mails, SMS messages, phone calls and postal mails, the Client has the possibility to indicate or change his choice when validating the order or by contacting the company under the conditions stated above. For any further information or complaints, the Client may contact the French independent administrative data protection authority "Commission Nationale de l'Informatique et des Libertés" (for further information: [www.cnil.fr](http://www.cnil.fr)) and visit the Supplier's privacy policy available on his website.