GENERAL TERMS OF USE
OF THE SWAP PLATFORM

These General Terms of Use (hereinafter the "**Terms of Use**") are intended to govern the use of the SWAP platform (hereinafter "**SWAP**" or the "**Platform**"), operated by INPULSE, a single-shareholder simplified joint-stock company (SASU) registered with the Lille Métropole Trade and Companies Register under number 922 516 919, whose registered office is located at 3 rue Saint Joseph, LILLE (59800) (hereinafter "**INPULSE**"), by professional users acting as sellers and buyers.
Use of the Platform's functionalities and services constitutes full and unreserved acceptance of these Terms of Use. These Terms of Use may be amended or supplemented at any time; Users are therefore invited to consult them regularly. Use of SWAP after the Terms of Use have been updated constitutes full and unreserved acceptance of them.

ARTICLE 1 PURPOSE

SWAP is a marketplace connecting:

- Construction professionals wishing to sell unused construction materials at the end of a site project,
- Construction professionals wishing to purchase construction materials,
- In order to carry out this transaction at a fixed price or through an auction system, the terms of which are set by the Professional Seller.

The Platform is available at the following address: https://swap-app.eu/, as a mobile application available for download from one of the following app stores: Apple Store, AltStore PAL, Setapp, etc., as well as in the form of a dashboard in the web version.

ARTICLE 2 DEFINITIONS

Under these Terms, each of the terms set out below, in the singular or plural, shall have the meaning given in its definition. Terms used in the singular shall also include the plural and vice versa, depending on the context.

Buyer: means a User who has indicated acceptance of a Seller's offer.
Listing: means the description of the Product drafted and published by the Seller for potential Buyers, and the terms of sale relating to that Product.
***Application*:** means the version of the Platform available on smartphones from one of the following app stores: Apple Store, AltStore PAL, Setapp, etc.
SWAP Database: means the internal database containing, in particular, the nomenclature of categories and sub-categories of Products that may be the subject of a Listing by a Seller.
Seller's Terms of Sale: means the general terms provided by the Seller and applicable to the Transaction.
Commission: means the remuneration received by INPULSE in respect of the Transaction completed by the Seller on the Platform.
Sales Contract: means the contract between the Seller and the Buyer relating to the sale of a Product, governed by the Commercial Terms of the Platform, supplemented, where applicable, by the Seller's Terms of Sale.
Account (User Account) : means the account created in accordance with the terms set out in ARTICLE 4, enabling use of the Platform as a Seller and/or Buyer.
SWAP Messaging: means any interface made available to Users to enable interaction between a potential Buyer and a Seller.
Party/Parties: means the Seller and the Buyer, together or either of them.
Platform (SWAP): means the marketplace accessible in web format via the Site or on a smartphone via an Application, connecting Professional Buyers and Professional Sellers for the sale of construction materials through an auction or fixed-price system.

Payment Service Provider ("PSP"): means the company, holding a banking licence, providing payment services to the Parties through INPULSE under the conditions described below. The PSP is CENTRALPAY**,** a simplified joint-stock company (société par actions simplifiée) registered with the Tours Trade and Companies Register under number 442 441 630,
Reserve Price : means the minimum price, exclusive of tax, below which the Offer is automatically rejected by the Seller.
Sale Price: means the amount, exclusive of tax, offered by the Buyer to acquire the Product and approved by the Seller. This Sale Price does not include any additional costs, such as delivery costs or customs duties.
Product : means the unused construction materials (metals, ceramics, glass, textiles, polymers, mortar, cement, stone, concrete, wood, etc.) and other site supplies (tiles, hardware, paint, electrical equipment, etc.) offered for sale by the Seller on the Platform.
Transaction: means the final agreement of the Seller and the Buyer on the sale of the Product at the Sale Price proposed by the Buyer in its Offer.
Professional Seller: means a User publishing a Listing for the sale of a Product on the Platform in the course of its professional activity.

User: means any French legal entity duly registered with the Trade and Companies Register, acting in a professional capacity in the course of its activity on the Platform, that has created an Account on the Platform and for which INPULSE reserves the right to request a certificate of compliance with anti-money laundering and counter-terrorist financing regulations (AML/CFT).

ARTICLE 3 ROLE OF INPULSE

INPULSE acts as the operator of the Platform, that is, as a mere technical intermediary whose role is limited to hosting:

- The Users' Accounts
- The Listings drafted and published by the Sellers on the Platform and viewable by Users after creating their Account.

INPULSE is not involved in the sales made on the Platform and therefore remains a third party to the Transaction between the Seller and the Buyer. In particular, INPULSE cannot be held liable for information relating to the Products offered for sale, including their price, photographs, delivery terms, conformity, etc. Should INPULSE be contacted by a User with any request for information concerning the Products, INPULSE will instruct the User to contact the Seller.

ARTICLE 4 USER ACCOUNT

Access to the Platform and use of the matching services it provides are reserved for professional Users. Sellers' main activity must relate to carrying out construction and/or building renovation work, as well as the sale, distribution, trading or reconditioning of materials. Such access requires the creation of a User Account.

4.1. Creation of the User Account

The information required to open the Account is:

- Identification of the legal entity: Company name, Legal form, Share capital, SIRET number, Trade and Companies Register of registration, Registered office address, Intra-Community VAT number,
- Contact person / Publication Director: Name and title of the individual legal representative, Valid telephone number,
- Bank details: bank identity statement (RIB) and SEPA direct debit mandate,
- Account data: Valid email address and personal password.

The User acknowledges that this information is necessary for the proper functioning of the Platform and will be accessible to other Users of the Platform. The User therefore undertakes to provide information that is accurate, and to update such information immediately in the event of any change.

The User also acknowledges that INPULSE may carry out a consistency check on the registration request and may therefore refuse it in the event of inconsistencies in the information provided.

4.2. Management of the User Account

To use the Platform, the User must identify itself using its identifier and password.

The User acknowledges that its login credentials must be kept secret and confidential and that it is solely responsible for their use and for any actions carried out through its Account.

If a User discloses or uses its credentials in a manner contrary to their intended purpose, INPULSE may delete the Account without notice or compensation. Any loss, misappropriation or unauthorised use of a User's credentials, and the consequences thereof, are the sole responsibility of the User, who must notify INPULSE without delay by email at the following address: rgpd@swap-app.fr, so that access to the Account can be reset.

Article 4.3. Closure of the Account

The User may close its Account at any time by sending an email to rgpd@swap-app.eu and will have thirty (30) days before its Account, and the data and documents it contains, are permanently deleted.

The User is also informed that any Account that has not been used for two (2) years will be deleted by INPULSE, following a warning email sent with a notice period of fifteen (15) business days that has gone unanswered (with no actual login to the Account).

ARTICLE 5 COMMON OBLIGATIONS

Each User undertakes:

- Not to make any statements that are insulting, contrary to public policy, or that infringe the rights of persons or the intellectual property rights of third parties, laws and regulations, or the brand image of INPULSE, in particular through Listings or through its exchanges with Users via SWAP Messaging;
- To access or attempt to access the Platform only by the means provided by INPULSE, that is, from the Site or the Application;
- Not to use the Platform for any purpose other than buying or selling Products;
- Not to engage in activities that interfere with or disrupt the operation of the Platform;
- Not to communicate to another User any download links to unlawful or malicious files, and not to upload unlawful or malicious files to the Platform itself.

ARTICLE 6 OBLIGATIONS OF THE SELLER

In general, the Seller undertakes to publish its Listing and to handle the questions, complaints and Offers received as a diligent, reasonable and prudent professional.

6.1. On the content of the Listing

The Platform provides the Seller with a tool for creating and publishing its Listings on the Platform.
This tool enables the Seller to describe the Product offered for sale, with or without images, and to set, as the case may be, a fixed price or, in the case of an auction system, a Reserve Price and the terms of its auction.
The Seller is solely responsible for the information it provides in the Listings it publishes on the Platform, including where all or part of that content has been generated, reworded or supplemented by the AI Tool described in Article 12.3 below. Accordingly, before any publication, the Seller undertakes to provide an accurate, clear and comprehensive description that conforms to the actual characteristics of the Product shown in the Listing and, at a minimum, the following information, in French:

- The title of the Product(s);
- The description of the Product(s), including their essential characteristics, quantity and condition;
- The quantity of Products sold;
- Photographs of the Products (having contractual value) in a format that allows display on the Platform;
- The categorisation of the Product using one or more keywords from the SWAP Database to enable the Listing to be referenced;
- In general, any information relating to the Products that is necessary to provide the Buyer with clear, accurate and complete information.

The collection point for the Products must be provided by the Seller at the end of the sale.

The Seller is prohibited from:

- Offering for sale any product or service that does not meet the definition of a Product or any other condition set out in these Terms of Use.
- Publishing several concurrent Listings for the same Product or set of Products;
- Using inaccurate, unclear, excessive or deliberately misleading wording in its Listing.

The Seller is prohibited from using poor-quality images, or images that may harm INPULSE, other Users or a third party, in particular because the image:

- Infringes copyright or other intellectual property rights;
- Comes from another website, in particular an image bank;
- Contains nudity or other unlawful content;
- Is misleading or fraudulent.

6.2. On the Products offered for sale

The Seller undertakes to offer for sale Products:

- That it owns or is duly authorised to sell;
- That are not counterfeit or prohibited from sale;
- That meet the marketing requirements set by applicable French or European regulations (e.g. labelling with mandatory information, CE marking, user manual, etc.)
- That are available and in stock;
- Exclusively via the Platform: the Seller is prohibited from offering the Products simultaneously on other sales channels (e.g. websites, applications, shops, etc.).

INPULSE reserves the right to immediately withdraw any Offer that it believes in good faith presents a legal, regulatory or reputational risk.

6.3 On the terms of the auction

When drafting the Listing, the Seller specifies:

- The validity period of the auction for the Product, that is, the period, chosen by the Seller, during which any User may place a bid, and at the end of which the Seller will choose the Offer it prefers;
- in the case of an auction sale, a Reserve Price that must be met or exceeded for the Offer to be accepted by the Seller.

6.4. On the conduct of the auction

The Seller acknowledges that once it has validated the Listing, it may no longer modify it unless it ends the auction.

The Seller undertakes to:

- Upload the Seller's Terms of Sale to its Account before validating the Listing so that they apply to the Transaction;
- Not contact a User in order to finalise the Transaction outside the Platform and use SWAP Messaging for all communications relating to the Transaction; failing which, INPULSE reserves the right to suspend or cancel any Transaction concerned, without prejudice to all its other rights and remedies.

6.5. On final validation of the Transaction

Once the auction has ended, the Seller undertakes to choose the Offer of its choice, from among a maximum of three Offers exceeding the Reserve Price, within 2 business days. If the Seller makes no choice within this period, the Offer lapses. Where Offers have lapsed because the same Seller failed to make a choice, including for different Products, INPULSE reserves the right to suspend the Seller's Account.

This acceptance of the Offer constitutes final validation of the Transaction, subject to two conditions precedent:

- Condition precedent no. 1: Payment of the Sale Price and the Commission by the Buyer.
  This payment will be held in escrow until the second condition precedent is met. Once the second condition precedent has been met, the Seller will receive the Sale Price after deduction of the Commission due to INPULSE.

- Condition precedent no. 2: The Parties meet within 7 business days of the final validation of the transaction, so that the Buyer can verify that the Product conforms to the Listing. The Buyer must confirm this conformity on the Platform within 3 business days of that meeting. Failing this, the Transaction is cancelled. The Party that considers itself the victim of a breach by the other Party shall be responsible for bringing any claim against the other Party in order to assert its loss.

6.6. Consequences of the failure of the Transaction

In the event of total or partial failure to debit the Sale Price from the Buyer's account, or if the Parties do not meet within the specified period and do not confirm that the Product conforms to the Listing, the Sale will be automatically rescinded, without compensation on either side, and the Parties will be notified by email.

The Seller may:

- Select another Offer from among the Users who bid on the Product;
- Create a new Listing to offer the Product for sale again on the Platform.

ARTICLE 7 OBLIGATIONS OF THE BUYER

7.1. On searching for a Product

SWAP provides the Buyer with a tool for searching and viewing Listings on the Platform. This tool enables the Buyer to search:

- By viewing Listings by geographical proximity;

- By viewing Listings in their order of appearance according to the defined rules;
- By filtering according to certain criteria (product categories and sub-categories, current price or current bid amount, date);

- By using the search engine, which operates using the keywords in the SWAP Database.

This tool also enables the Buyer to view Listings, where technically possible for INPULSE, to save them as favourites and, where applicable, to submit an Offer to the Seller.

7.2. On submitting an Offer

When submitting an Offer, the Buyer retains the ability to modify it in order to raise its bid.

The Buyer undertakes to:

- Read the Listing in full, together with the Seller's Terms of Sale and the Commercial Terms of the Platform, before making an Offer;
- Make an Offer only if it has the necessary funds;

- Comply with the Sales Contract and these Terms of Use if its Offer is accepted;

7.3. On final validation of the Transaction

Acceptance of its offer by the Seller constitutes final validation of the Transaction and results in the issuance of an invoice by the Seller for the Sale Price.

The Buyer acknowledges that this Sale Price and the amount of the commission will be debited and held in escrow so that the Parties can verify that the Product conforms to the Listing under the conditions set out in Article 6.5.

The Buyer acknowledges that if it refuses to confirm that the Product conforms to the Listing, the Transaction will be rescinded, which will result in the refund of the Sale Price and the commission to its bank account.

ARTICLE 8 SETTLEMENT OF THE TRANSACTION AND INVOICING

8.1 Price of the Products

Whether for auction sales or fixed-price sales, the prices of the Products are freely determined by the Sellers and published on the Platform under their sole responsibility. INPULSE does not in any way intervene in setting or influencing these prices.

8.2. Use of a payment service provider Settlement of the Transaction is carried out by the PSP. It takes place as follows:

- Debit of the sum corresponding, on the one hand, to the Sale Price and, on the other hand, to the amount of the Commission, from the Buyer's bank account immediately upon acceptance of the Offer by the Seller, it being specified that the Sale Price will be invoiced by the Seller to the Buyer in accordance with the Seller's Terms of Sale;
- Holding of the Sale Price in an escrow account until (i) confirmation of the Product's conformity or (ii) refusal by one of the Parties or (iii) expiry of the validation period;
- In the event of final validation of the Transaction:
  - Transfer of the amount corresponding to the Sale Price to the Seller's bank account;
  - Transfer of the amount corresponding to the Commission to INPULSE's bank account after INPULSE has issued an invoice to the Buyer.
- In the event of refusal or expiry of the validation period, refund of the Sale Price and

the commission amount to the Buyer's account.

The Seller and the Buyer expressly accept the use of the PSP to carry out the above operations and grant INPULSE a mandate to that effect.

8.3. Commission

In consideration for the matching service provided by the Platform, the Seller authorises INPULSE to deduct a Commission on any Transaction carried out between the Seller and the Buyer through the Platform.
The Commission, exclusive of tax, is defined as follows: 15% of the Sale Price of the Product + [TO BE COMPLETED] euros in fixed fees.
Collection of the Commission is the subject of an invoice issued by INPULSE to the Buyer via the Platform. The Commission falls due upon final validation of the Transaction and is deducted from the Sale Price when it is paid to the Seller.

8.4. Invoicing mandate

The Seller grants INPULSE a mandate to issue, in its name and on its behalf, any invoice arising from a Transaction carried out on the Platform.
It is specified that INPULSE is not responsible for determining the VAT rules applicable to the Transaction, the rate applied by default being 20%.

ARTICLE 9 TRANSPARENCY

9.1 Ranking transparency

As an online platform operator, INPULSE acts in a neutral, clear and transparent manner and under no circumstances provides paid referencing of Listings.
No capital link or legal dependency with any of the Sellers or Buyers listed on the Platform influences the ranking or referencing of the Products.

The criteria for displaying Listings are as follows:

- Default display in order of appearance of the listings;
- Display resulting from the filtering functionality (ascending or descending price, most recent or oldest date, Product category);
- Display resulting from use of the search engine: according to the search performed

9.2. Financial transparency

In accordance with Article 242 bis of the French General Tax Code (CGI) and the Official Bulletin of Public Finances - Taxes (BOI-BIC-DECLA-30-70-40-20), INPULSE undertakes to:

- Provide the Seller with information on their civil and tax obligations in connection with the sale of their Products via the Platform. This information is accessible via the following links:
  - Regarding tax obligations: https://www.impots.gouv.fr/portail/node/10841
  - Regarding social security obligations: https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html.
- Provide Sellers each January, by electronic means, with a summary statement of all transactions and the turnover generated through the Platform;
- Where applicable, communicate to the tax authorities the information that must be legally communicated to them.

Subject to certain exceptions, the turnover generated through the Platform must necessarily be declared to the competent tax authority in the same way as the income generated by the Seller from its usual professional activity. The Seller therefore remains solely responsible for its VAT reporting obligations, including in the case of cross-border transactions.

ARTICLE 10 BUYER REVIEWS

INPULSE has implemented a review system enabling the Buyer to evaluate (i) the Products and (ii) the Sellers present on the Platform. The Buyer undertakes to submit only objective reviews.

These Buyer Reviews may relate to:

- The Product itself (its qualities, essential characteristics, etc.);
- The Seller itself and its services (delivery times, conformity of the Product, etc.).

The Seller accepts that reviews will be displayed on the Platform and visible to all internet users.
Users are informed that INPULSE carries out ex post moderation of Buyer Reviews upon complaint by a Seller.

ARTICLE 11 MANAGEMENT OF REPORTS

11.1 Reporting procedure

Users acknowledge that INPULSE has the status of host within the meaning of Article 6 I 2° of the French Law of 21 June 2004 on confidence in the digital economy, and of online platform under the DSA Regulation.

Accordingly, INPULSE must make available to Users a mechanism for notifying unlawful content, such as:

- Apology for, denial or trivialisation of crimes against humanity;
- Incitement to commit acts of terrorism and apology for such acts;
- Incitement to racial hatred, or to hatred towards persons on grounds of their sex, sexual orientation, gender identity or disability;
- Child pornography;

- Incitement to violence, in particular incitement to sexual and gender-based violence;
- Violations of human dignity;
- Illegal gambling activity.

INPULSE therefore makes a reporting form available on the Platform. This form must include:

- The date of the notification
- Identification of the person submitting the report: company name and legal form, registered office, legal representative, contact email address
- Identification of the User concerned by the report: its company name and registered office
- A description of the disputed content
- The precise location of the disputed content on the Platform by providing a URL link and any useful information
- The reasons why the content should be removed, including reference to the legal provisions and factual justifications
- A copy of the correspondence sent to the User concerned by the report requesting removal or modification of the disputed content, or evidence that the User concerned could not be contacted
- A statement confirming that the person submitting the report believes in good faith that the information and allegations it contains are accurate and complete.

Once the content has been reported, INPULSE will acknowledge receipt and take any decision it deems appropriate, which it will share with the reporting party, indicating any available avenues of appeal.

11.2 Consequences of the report

Users are informed that INPULSE, notwithstanding any claim for compensation that INPULSE may bring against the author of the content for the harm suffered as a result, may take any of the following measures:

- Send a warning message to the User concerned so that the practice in question stops immediately;
- Remove or suspend the Listing / the content (e.g. message) from the Platform / the User Account,
- Report the User at the origin of the disputed content to the competent authorities, in particular in the event of a threat to the life or safety of a natural person.

ARTICLE 12 PERSONAL DATA PROTECTION AND ARTIFICIAL INTELLIGENCE REGULATION

12.1. Principles applicable to the protection of personal data

INPULSE, the Seller and the Buyer undertake to comply with the applicable regulations on personal data protection, in particular Regulation (EU) 2016/679 of 27 April 2016, in force since 25 May 2018 on the protection of personal data (hereinafter the "GDPR"), and French Law No. 78-17 of 6 January 1978 on information technology, data files and civil liberties, as amended.

INPULSE is the Data Controller for the provision of the matching service via the Platform, while the Seller and the Buyer are each separate Data Controllers for the transaction to be carried out.

More comprehensive information is available in the Platform's Privacy Policy.

12.2 Obligations of the Parties where INPULSE acts as a Processor of personal data

The Data Controller is responsible for the lawfulness of the Data Processing it carries out and acknowledges that it alone is responsible for determining the applicable legal basis, the purpose of its use of the Data and the information to be provided to data subjects.
Accordingly, it validates the content of the Privacy Policy and its conformity with its use. If this is not the case, the Data Controller shall refrain from using the Platform for any use that does not comply with the uses described in the Privacy Policy. In any event, the Data Controller shall be responsible for any subsequent use of the Data.

With respect to the Data Processing referred to in the Privacy Policy, the Processor undertakes to:

- Act only on the instructions of the Data Controller, such instructions being formalised by these Terms of Use and by the Data Controller's use of its Account functionalities.
- Inform the Data Controller of any Data Breach within forty-eight (48) hours of becoming aware of the Breach, and take all necessary measures to remedy it as soon as possible.
- Cooperate with the Data Controller, in particular (i) to carry out any relevant impact assessment or risk analysis, (ii) in connection with any prior consultation of the supervisory authority or (iii) to provide any documentation necessary to demonstrate to the Data Controller compliance with all of its obligations;
- Cooperate with the Data Controller to manage requests to exercise the rights of the data subjects concerned by the processing;
- Retain the Data only for the contractual term and delete the Data at the end of that term within twenty (20) days;
- Ensure the confidentiality of the Data by adopting the security measures described in its dedicated security policy;
- Maintain a record of the processing carried out on behalf of the Data Controller;

- Make no public statement or announcement to any third party, including a regulatory authority, without first consulting the Data Controller about the content of such statement or public announcement, unless otherwise required by law.

The Data Controller acknowledges that the Processor:

- May engage a **sub-processor** to carry out specific processing activities. In such case, it shall inform the Data Controller in advance and in writing of any intended change concerning the addition or replacement of a sub-processor among those designated in the Privacy Policy. The Data Controller shall have a period of fifteen (15) business days from the date of receipt of this information to submit its reasoned objections. The Processor shall ensure that the sub-processor provides sufficient guarantees so that the processing meets the requirements of the Applicable Regulations.
- As a general rule, processes the Data within the European Economic Area (EEA), but may engage sub-processors carrying out all or part of the processing outside the EEA. Such transfer will be governed either by an adequacy decision of the European Commission or by one of the measures provided for in Article 46 of the GDPR, in particular the European Commission's standard contractual clauses.

12.3. Artificial intelligence

The Buyer and the Professional Seller are informed that INPULSE offers a technical tool integrated into SWAP to assist Professional Sellers in drafting Listings (the "**AI Tool**"). Use of this AI Tool is not mandatory for the Professional Seller, who may therefore draft and publish its Listings on the Platform without the assistance of the AI Tool.

Where this AI Tool is used, information contained in the Listings and concerning the Products may therefore be generated by this AI Tool. However, it does not intervene in: the matching of Buyers and Professional Sellers, the setting of the Sale Price, the valuation of Listings, the monitoring of Listing content or the completion of Transactions (the "**Purpose of the AI**"), for which INPULSE and the Professional Seller are, respectively, provider and deployer within the meaning of the European regulation on artificial intelligence (the "**AI Act**").

INPULSE has taken care to have this AI Tool developed so that it is in no case classified as a prohibited or high-risk AI system within the meaning of the AI Act. Accordingly, the Professional Seller undertakes to use the AI Tool strictly within the Purpose of the AI set out above. Any misuse, intrusive use or use in critical contexts (safety, driving, diagnosis, surveillance, etc.) is strictly prohibited.

By using the AI Tool, the Professional Seller acknowledges the obligations incumbent on it as deployer, in particular those relating to its Users' sufficient mastery of the AI Tool (AI literacy), and undertakes to comply with them.

Where the applicable regulations require specific information, labelling or marking relating to the use of artificial intelligence or the generation of content by artificial intelligence, INPULSE may implement the technical and organisational measures necessary for that purpose. The Professional Seller undertakes not to remove, conceal or alter any notice or transparency mechanism relating to the use of artificial intelligence where it is implemented by INPULSE in accordance with the applicable regulations.

The Professional Seller may provide input data to the AI Tool (photos, quotes or invoices). Where the use of AI involves the processing of personal data, such processing is carried out in accordance with the Platform's Privacy Policy and the applicable regulations on the protection of personal data.

- The Professional Seller is responsible for its input data, in particular by ensuring that it does not infringe any applicable law or regulation, these Terms of Use or the Commercial Terms. By using the Platform, the Professional Seller represents and warrants that it has all the rights, licences and authorisations necessary to provide input data to the AI Tool. INPULSE shall not be held liable if the AI Tool analyses input data captured in conditions that do not comply with these Terms of Use.

The functionalities of the AI Tool in no way constitute technical, financial, legal or any other type of advice or recommendation. INPULSE does not guarantee the accuracy, relevance or reliability of the analyses or responses generated in the outputs. The AI Tool may indeed produce output data (results) that is incorrect, unsuitable or incomplete. Accordingly, the technical information generated by the AI Tool in no case constitutes a datasheet, declaration of performance, marking/certification or regulatory document of the manufacturer. The Professional Seller uses the output data of the AI Tool at its own risk and must not regard the output data as a sole source of truth or factual information, or as a substitute for professional advice.

The Professional Seller is solely responsible for:

- the assessment of the relevance of the output before using or relying on it in any way,
- the use of any output, and any decisions, actions or omissions on its part based on the output,
- the consequences of any inappropriate or unlawful use of the AI Tool.

The content generated or suggested by the AI Tool (output data) is made available to the Professional Seller for the purposes of assistance in drafting and publishing its Listings. To the extent that intellectual property rights can be

validly established in such output data, any rights that may be held by INPULSE in them are retained by INPULSE, subject to the pre-existing rights of the Professional Seller and the rights of third parties. The Professional Seller has a right to use the output data in connection with its activities on the Platform and for its Listings. The Professional Seller acknowledges, however, that the output data may not be protectable, original or exclusive and that INPULSE does not guarantee any exclusive right in it. The Professional Seller shall not use the outputs to train, develop or improve models that compete with INPULSE.

To the extent permitted by the applicable regulations, INPULSE shall not be held liable for any damage, claims, losses or consequences resulting from the Professional Seller's use of content proposed or generated by the AI Tool, in particular where such content was published after validation by the Professional Seller.

To the extent permitted by law, the Professional Seller shall indemnify INPULSE against the consequences, claims, actions or demands of third parties arising from inaccurate, misleading, unlawful or non-compliant information contained in a listing that it publishes, including where such information was initially suggested or generated by the AI Tool.

This indemnity shall not, however, have the effect of transferring to the Professional Seller a liability that would legally lie with INPULSE or of depriving the Professional Seller of its rights under mandatory provisions.

The functionalities of the AI Tool may be modified, improved, limited or removed at any time by INPULSE, in particular for technical, regulatory, security or service-improvement reasons. For the purposes of these Terms of Use, the AI Tool is deemed to form part of the components of the Platform and therefore benefits from the contractual terms applicable to the Platform

ARTICLE 13 INTELLECTUAL PROPERTY

13.1. Intellectual property of INPULSE

These Terms of Use do not entail any assignment of any kind of intellectual property rights over any of the elements making up the Platform (including all graphics, images, photos, videos, drawings, maps, plans, logos, names, trademarks, texts, information and other documentation, databases, without this list being exhaustive), accessible, visible and/or available on/via the Platform, with the exception of the content of Listings uploaded by the Seller.

The Platform and its elements are the exclusive property of INPULSE. INPULSE holds all intellectual property rights in the Platform and its elements and grants the User a free, personal, non-exclusive and non-transferable right of access to and use of the Platform, subject to the User's prior acceptance of, and compliance with, these Terms of Use.

In particular, any total or partial reproduction or unauthorised exploitation of the Platform or any of the elements it contains will be considered as constituting the offence of infringement and will be prosecuted in accordance with the provisions of Articles L.335-2 et seq. of the French Intellectual Property Code.

13.2. Intellectual property of the User

The elements and content uploaded to the Platform by the User, whether as part of a Listing or as part of its Account, are the exclusive property of the User and are, where applicable, protected by the intellectual property rights recognised by the legislation in force.

The User accordingly grants INPULSE a free, personal, non-exclusive and non-transferable right to access and use these elements and content for the purpose of providing the service provided for in these Terms of Use.

ARTICLE 14 LIABILITY

14.1. Technical liability of INPULSE

INPULSE undertakes to use all necessary means to allow access to and use of the Platform on a continuous basis, but cannot be held liable:

- In the event of internet network malfunction,
- In the event of maintenance operations on the Platform,
- In the event of virus attacks or unlawful intrusion into an automated data processing system,
- In the event of unlawful use of the Platform, or use not in accordance with these Terms of Use, by a User or a third party, and more generally, for any event not attributable to INPULSE.

14.2. Liability relating to the Transaction

INPULSE is not the Seller of the Products. INPULSE therefore cannot in any case be held liable for Transactions carried out between Buyers and Sellers, to which it remains a stranger.

INPULSE's liability towards the User may be incurred only for acts directly attributable to it that cause the User direct harm, to the exclusion of any indirect harm.

Any dispute arising between a Seller and a Buyer shall therefore be settled between them.

14.3. Seller's warranties in favour of INPULSE

The Seller warrants and shall indemnify INPULSE on first demand against any loss and any liability claim brought against INPULSE as a result of the Seller's infringement of any right of a third party, including a Buyer. This warranty covers disputes or actions based in particular on commercial law, intellectual property, banking regulations, as well as any breach by the Professional Seller of its contractual or legal obligations under the rules applicable in respect of VAT, of

participation in waste prevention and management and, more generally, on any other basis whatsoever. The Professional Seller undertakes to bear payment of all sums, including any judgments even if not final, legal and mediation costs, including attorneys' fees, that may be due on that basis, provided that the Professional Seller has been informed of any proceedings within a reasonable period.

ARTICLE 15 FORCE MAJEURE

Expressly, the events considered as force majeure or fortuitous events are those usually recognised by the case law of French courts and tribunals in application of Article 1218 of the Civil Code.

It is specified in this regard that the following shall be considered force majeure events suffered by INPULSE: any hacking of the Platform, any unavailability of equipment and/or software necessary for its operation, any interruption or malfunction of a network necessary for its operation, for example the electricity network and the electronic communications network.

Initially, force majeure events shall suspend performance of these Terms of Use.

The party affected by the force majeure event must inform its counterparties as soon as possible of the occurrence and nature of the force majeure event, as well as of its cessation.

If the force majeure event lasts for more than fifteen (15) days, these Terms of Use shall be terminated automatically.

ARTICLE 16 GENERAL PROVISIONS

16.1. Subcontracting

Users agree that INPULSE may subcontract all or part of the services provided under the contract under the conditions of Law No. 75-1334 of 31 December 1975 on subcontracting. INPULSE thus remains solely responsible towards Users for the performance of the subcontracted services and for compliance with this entire Contract by its subcontractors.

16.2. Assignment and transfer

Users authorise INPULSE to transfer the Contract to any company of the group to which it belongs within the meaning of Articles L.233-3 et seq. of the French Commercial Code, subject to prior written notice to Users.

16.3. Evidentiary agreement

Users acknowledge that electronic media and electronic correspondence shall have the value of written evidence between them. INPULSE and the Users expressly acknowledge that the information transmitted between them shall be authoritative until proven otherwise.

16.4. Partial invalidity

If one or more provisions hereof are held to be invalid or declared as such pursuant to a law, a regulation or a final decision of a competent court, the other provisions shall remain in full force and effect.

16.5. Independence

INPULSE and the Seller declare that they are and shall remain, throughout the term hereof, independent business partners.

The Seller undertakes to inform INPULSE in writing if it finds itself in a situation of economic dependence on INPULSE, and to define and implement the measures necessary to correct that situation. The Seller releases INPULSE from any liability in this respect.

16.6 Governing law - Dispute resolution

These Terms of Use are governed by French law.

Any dispute relating to the interpretation and/or performance of these Terms of Use falls within the exclusive jurisdiction of the Lille Métropole Court, notwithstanding multiple defendants or third-party claims, even for urgent proceedings or protective proceedings, in summary proceedings (référé) or by petition (requête).

Except in cases of urgency, any dispute or difference that may arise between the Parties shall be the subject of an attempt at amicable settlement. To that end, the more diligent Party shall send the other a registered letter with acknowledgement of receipt requesting a meeting within ten (10) business days and describing the dispute between them. The Parties shall then have thirty (30) days from that meeting to resolve their dispute amicably. Failing such a meeting within that period, or an extension of that period by mutual agreement of the Parties, the more diligent Party may bring the dispute before the competent courts.

Any dispute or claim concerning the sale, description or delivery of the Products must be settled directly between the Buyer and the Seller.

LEGAL NOTICE

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