

## GENERAL TERMS AND CONDITIONS

### 1. Purpose of the General Terms and Conditions

The purpose of these General Terms and Conditions (hereinafter "GTC") is to set out the general terms and conditions under which P2B Solutions (hereinafter the "Service Provider") shall provide a Professional Client (hereinafter the "Client") with the tools available on the website [www.etrepaye.fr](http://www.etrepaye.fr) and [www.creditmanagement-tools.com](http://www.creditmanagement-tools.com), described in the Order (hereinafter the "Tools").

### 2. Contractual Documents

The Contract that governs the contractual relations between the Parties (hereinafter the "Contract"), consists of the contractual documents listed below to the exclusion of any other document, in descending order:

- Orders placed via the website (hereinafter the "Website"): [www.etrepaye.fr](http://www.etrepaye.fr) or [www.creditmanagement-tools.com](http://www.creditmanagement-tools.com)
- These general terms and conditions (GTC)

The contractual documents are mutually explanatory. However, in the event of contradiction between them, the higher-ranking document shall prevail.

The Client waives the application of its own general terms and conditions. The stipulations provided for in the Client's invoices or purchase orders may not under any circumstances derogate from the stipulations of the contractual documents mentioned above.

The Contract constitutes the full and sole agreement of the Parties on the provisions that are the subject of the Contract. Consequently, as of its entry into force, it replaces any contract, agreement, exchange of letters or verbal agreement and other negotiations, including previous versions of the contract that may have taken place between the Parties prior to the date of entry into force of the Contract and having the same purpose, unless the Client expressly disagrees by registered letter with acknowledgement of receipt within 15 days of the communication of this Contract to the latter.

The Contract may only be modified by means of a new Order.

It is stipulated that the Parties intend to derogate from the provisions of Articles 1127-1 and 1127-2 of the Civil Code on contracts concluded electronically.

### 3. Description of the Tools offered by P2B SOLUTIONS

P2B Solutions offers the Client various tools aimed at improving debt collection and working capital requirements (WCR).

Some Tools are available on-line from the Site (e.g. calculation of due dates, calculation of late penalties, etc.), other Tools are available for download.

By opting for the subscription package, the Client will gain access to all the Tools presented on the Website. This subscription also includes:

- The unlimited and immediate download of all the Tools presented on the Site
- The right to access and use the Tools available on-line on the Site
- Daily support by email via the following address: [contact@etrepaye.fr](mailto:contact@etrepaye.fr) for any questions regarding the use of the Tools.
- Updates made on the Site during the subscription period

The On-line Tools are available only with the subscription package.

The Tools offered by download are available either individually or as a Kit (A Kit is a pack composed of multiple Tools), or as part of the subscription package.

The applicable list of Service Provider's Tools is that found on the Service Provider's Website on the date of the Order.

### 4. Creation of user account – Closing

To take advantage of the Tools offered by the Service Provider, the Client must create an account on the Website.

At the time of account creation, the Client is asked to provide the following information: surname, first name, email address and password.

The following optional data can also be provided: company name, address, telephone, language.

When creating the account, the Client accepts, by ticking the box provided for this purpose, the personal data protection policy which can be viewed by clicking [HERE](#).

Each Client may create only one Client account. The Client guarantees that the information provided is accurate, sincere and up-to-date. All the fields found in the account creation form must be filled out, with the exception of those indicated as optional. Any missing response will result in the account not being created. All information entered must be accurate.

Upon creating an account, the Client is sent an e-mail to confirm the account creation. The Service Provider reserves the right to delete any account that fails to comply with these terms and conditions.

The login details are strictly personal and confidential. The Client undertakes to keep these secret, not to disclose them in any form whatsoever and undertakes not to assign them to third parties. Any loss, misappropriation or use of login details, and the ensuing consequences, are the sole and entire responsibility of the Client.

The Client undertakes to inform the Service Provider, by any means and as soon as possible, in the event of:

- theft or loss of username or password following a hack;
- loss of any terminal enabling access to a third party who has no rights to the Solution;

The Client may also, at any time, request the closure of the account, subject to any subscription outstanding. Upon receipt of the request, the Service Provider will send the Client a confirmation email.

### 5. The on-line ordering process, step by step

Clients wishing to place an Order for Tools via the Site must follow the procedure below:

1 ° Creation of the Customer account and acceptance of the Confidentiality Policy, or connection to the account already created

2 ° From his account, the Customer has the possibility of placing an Order for Tools, either individually or as a Kit for the Tools available for download, or by subscribing to the subscription formula if he wishes to benefit from Online tools or even all the Tools offered by the Service Provider.

3 ° Acceptance of these General Conditions when ordering, with the possibility of opting for the automatic renewal of their subscription

4 ° The Client is prompted to choose a payment method:

- By bank card, or via PayPal account using the "PayPal" button. The Client is then redirected to the PayPal site.
- Payment by cheque or bank transfer is also available.

Final acceptance of the Order occurs as soon as payment is received. For Orders by cheque or bank transfer, the Order becomes final on the date of confirmation by the Service Provider, by email to the Client, that payment has been received.

As soon as the Client's payment is received, an e-mail is sent to notify the Client of the availability of the Tools ordered, in that Client's account.

A confirmation of the Order is shown on the Site after validation by the Client and receipt of payment by the Service Provider. The order confirmation includes a summary of the contents of the Order, the order number, the date of the order, the

payment method used, the detailed amount of the order and the Client's invoicing address.

Confirmation of the Order is sent to the Client by e-mail at the same time.

Clients may, at any and all times, access details of their Orders placed via their Client account or by sending an email to the Service Provider at the following address: [contact@etrepaye.fr](mailto:contact@etrepaye.fr)

The Service Provider reserves the right to block an order, particularly in the event of suspected or proven fraud (compromised usernames, etc.).

Clients may not cancel or modify their Order once the latter has been confirmed on the Site, with the exception of the limiting cases provided for below. Nevertheless, the Service Provider remains attentive to the Client to help it find the best solution.

## 6. Financial Conditions

### 6.1 Determination of price

The prices shown on the Website are flat rates, set either per Tool, per Tool Kit ordered, or per subscription.

If the Client chooses the subscription option, the price listed includes the right to access and use all the Service Provider's Tools shown on the Site at the time of the Order, for the duration of the subscription.

All prices are given in euros, excluding costs and taxes plus VAT or other tax applicable at the rate in force on the invoice date.

Under no circumstances may the Client offset, reduce or change prices or suspend payment in advance.

The Service Provider reserves the right to change its prices at any time. However, the prices shown on the Site on the day the Order is validated shall be the only prices applicable.

The Service Provider also reserves the right to offer preferential rates. The terms and duration of these benefits shall be shown on the Website or communicated to Clients by any other means.

Clients are informed and agree to receive the invoice for their purchase in electronic format. The electronic-format invoice will be available in the Client space for a period of 5 years.

### 6.2 Invoicing and Payment

Prices are payable at the Client's discretion, by bank card, from a PayPal account, by bank transfer or by cheque.

The subscription price is payable in advance.

Any amount not paid within this period will be subject to an interest rate equal to 3 times the legal interest rate as a late payment penalty, as well as a fixed compensation for recovery costs of €40 in accordance with Article D 441-5 of the French Commercial Code. Furthermore, if the recovery costs incurred exceed the amount of this fixed compensation, the Service Provider may request additional compensation, subject to justification.

## 7. Entry into force and term

The Contract takes effect from the notification sent by email to the Client that payment has been received and that the Tools ordered are available from its customer account.

If the Client has taken out a subscription, the term of the Contract is six months.

The subscription is not automatically renewed unless the Client has opted for automatic renewal upon placing the Order.

When a client has opted for automatic renewal, the subscription will be automatically extended for periods of the same duration as its initial duration, unless terminated in writing by one or other of the Parties, providing due notice of 15 days.

To terminate the Contract, the Client may send an email to the Service Provider at the following address: [contact@etrepaye.fr](mailto:contact@etrepaye.fr). The Service Provider shall acknowledge receipt of its request by email.

Termination of the Contract shall entail the obligation for the Client to pay the Service Provider all outstanding amounts at the latest on the day of the end of the Contract.

Any month started is due.

## 8. Obligations of the Parties

The Parties undertake to work closely together to ensure the smooth running of the Services and promptly remedy any issues or incidents.

### 8.1 Obligations of the Service Provider

The Service Provider undertakes to exercise all due care and diligence necessary for the proper performance of the Contract and to keep the Client informed of any difficulties or incidents that may arise during the performance of the Services. The Service Provider undertakes to implement whatever resources may be necessary for the performance of the Services as defined in this Contract.

The Service Provider shall take all necessary measures to perform the Services entrusted to it under safe conditions in accordance with the legal obligations in force and in accordance with its Security Policy found in the Appendix.

Customer data are sent over the Internet after encryption according to the SSL protocol. Access codes are encrypted in a database.

### 8.2 General Obligations of the Client

The Client is solely responsible for:

- its use of the Tools,
- the purposes for which it uses them,
- the use of the results enabled by the Tools,
- the data which it places on the Tools,

The Client is fully responsible for the content it incorporates into the Tools.

The Client undertakes to use the Tools provided to it by the Service Provider for lawful purposes only, in accordance with the law, the regulations in effect, public order and morality.

The Client also undertakes not to use the Tools for the purpose of hindering or altering its operation, in particular by obstructing them, intentionally or unintentionally, by the improper transfer of content, beyond its intended use cases.

## 9. Intellectual Property

### 9.1 Intellectual Property Rights of the Service Provider and Right of Use granted to the Client

The Service Provider holds the intellectual property rights enabling it to grant the Client the right to use the Tools and the Site, in accordance with these Terms and Conditions.

The Client acknowledges that the Contract does not confer on it any property right over these elements. The provision of the Tools under the conditions set out in the Contract shall not be construed as the assignment of any intellectual property right to the benefit of the Client, Beneficiaries and Users, within the meaning of the French Intellectual Property Code.

Thus, the right of access and use granted under this Contract is exclusive of any transfer of intellectual property rights. This concerns in particular the rights referred to in Articles L 122-1, L 122-6 and L 122-7 of the Intellectual Property Code.

The Service Provider grants the Client, for the term of the Contract and worldwide, non-exclusive right of access and use, which is non-exclusive, non-assignable and non-transferable.

Under no circumstances may the Client make the Tools and the Site available to a third party, and is strictly prohibited from any other use outside the scope of this Contract, in particular any reproduction, adaptation, modification, representation,

translation, arrangement, distribution, decompilation, without this list being exhaustive.

The Client undertakes not to infringe in any way whatsoever the Service Provider's rights to the Tools and the Site not to carry out acts likely to result in the counterfeiting of all or part of any element or component of the Tools and the Site. The Client is advised that any use of the Tools and the Site that does not comply with the provisions hereof exposes it to legal action (unfair competition, counterfeiting, etc.).

In any event, the Client remains liable to the Service Provider for any failure to comply with the above commitments.

The Service Provider may be required to use pre-existing software for which it has obtained the rights necessary for their use.

In particular, the Client is informed that the Tools and the Site may use or incorporate "free" or "open source" modules or libraries.

The Client is informed that the licences relating to these modules or libraries may contain pure and simple exclusions from all guarantees. In this case, the Client accepts that the Service Provider may not give the Client any more guarantees than the Service Provider itself holds from the licences for these modules or libraries. The Service Provider therefore excludes any warranty relating to so-called "free" or "open source" modules or libraries for which the licenses may contain a warranty exclusion.

#### 9.2 Hold harmless clause

The Service Provider guarantees the Customer against any action for infringement and will pay, subject to the provisions of the following paragraphs, any damages and interest to which the Customer may be sentenced by a court ruling that has become final and the sole foundation for which is the demonstration of an infringement of the Tools on French territory. This guarantee is subject to the condition (i) that the Client shall have immediately notified, in writing, the action for infringement or the declaration which preceded this action and (ii) that the Service Provider has been able to defend its own interests and those of the Client and, to this end, that the Client has collaborated faithfully with said defence by providing all the elements, information and assistance necessary to successfully conduct such a defence.

In the event that the use of the Tools is prohibited as a result of an infringement action or as a result, at the sole initiative of the Service Provider, of a transaction signed with the plaintiff in the infringement action, the Service Provider shall endeavour, at its own discretion and at its own expense (i) either to secure the Client's right to continue using the Tools, or (ii) to modify the Tools that are the subject of the concession so as to prevent the said infringement, or (iii) to cover the amount of any damages.

The Service Provider shall not incur any liability if the alleged infringement is based on a modification of the Tools made by others than the Service Provider, on the use of the Tools with software or other elements not approved by the Service Provider or on the use of the Tools in a way that does not comply with the specifications and instructions given by the Service Provider.

### 10. Subcontracting / Assignment

The Client gives the Service Provider general authorisation to sub-contract all or part of the services, in particular to any service provider of its choice.

In any event, the Service Provider shall remain liable vis-à-vis the Client for the proper performance of the contract and the services by the processor it uses.

The Service Provider is also authorised to assign the Contract to any assignee of its choice. The assignment shall be notified to the Client. In the event of assignment of this Contract by the Service Provider, the Client agrees that the Service Provider shall not be jointly and severally liable for the proper performance of the Contract by the assignee.

Any assignment, subrogation, substitution or other form of transmission of this Contract by the Client is prohibited without the Service Provider's prior written consent.

### 11. Termination of the Contract – Consequence of the end of the Contract

In the event of a breach by either of the Parties of any one of its obligations under the Contract, the other Party shall be authorised, thirty (30) days after formal notice sent by registered letter with acknowledgement of receipt that has remained without effect, to terminate this Contract ipso jure by registered letter with acknowledgement of receipt without prejudice to any damages it may claim as a result of the breaches invoked.

Upon termination of the Contract, regardless of the cause, the Client shall cease to have access to the On-line Tools.

Furthermore, if the Contract is terminated for breach by the Client, the Client shall forfeit the right to access and use all the Tools, including the downloadable Tools.

### 12. Responsibility

The Service Provider may only be held liable vis-à-vis the Client for any direct damage that may be attributed to it under the Services entrusted to it under this Contract.

The Service Provider may not be held liable for any indirect loss, such as loss of turnover, loss of profit, loss of orders, loss of data, loss of opportunity, damage to its image or any other special damage or events beyond its control or any fact not attributable to it.

The Service Provider is only responsible for the tasks expressly assigned to it in this Contract. The Service Provider shall not be held liable in any way whatsoever for any use made by the Client of the results of the Services, nor for the content of the data or documents provided to it by the Client and/or integrated into the Tools.

Under no circumstances may the Service Provider be held liable in the event of:

- Failure, negligence, omission or default by the Client that might constitute the exclusive cause of the occurrence of the damage,
- loss or accidental destruction of data by the Client,
- Any negligence or omission by a third party other than a subcontractor over which the Service Provider has no power of inspection and monitoring,
- Force majeure as defined in the article "Force majeure".

Furthermore, the Service Provider may not be held liable in particular for disruptions in services or damages stemming from:

- abnormal or fraudulent use by the Client, or a third party requiring the service to be discontinued for security reasons;
- misuse of the Tools by the Client;
- intrusion or fraudulent maintenance by a third party on the Site, or unlawful extraction of data, despite the implementation of security measures in accordance with current state of technology;
- the nature and content of the hosted information and data; more generally, the Service Provider may not under any circumstances be held liable for data, information, results or analyses from a third party;
- an interruption in the supply of electricity or transmission lines caused by public or private operators;
- the operation of the Internet network not implemented by the Service Provider;
- the unsuitability of the Tools to the hardware or software used by the Client.

By express agreement between the Parties, the Service Provider's liability is limited, per contractual year, for all losses combined, to the amount of annual turnover excluding VAT collected by the Service Provider in respect of the Order in question. The Service Provider's liability under this Contract shall be time-barred one (1) year from the event of loss.

### 13. Insurance

The Service Provider is the holder of an insurance policy in respect of Professional Civil Liability, covering direct material or consequential immaterial damage caused in the exercise of its professional activity except for claims occurring during transport not attributable to the Service Provider's employees. A certificate of this insurance policy shall be sent to the Client upon request.

#### 14. Agreement of proof

The Parties intend to lay down rules on the evidence admissible between them in the event of a dispute and on its probative value. The Parties agree that, in the event of a dispute, the following elements and procedures shall be admissible in court and shall be evidence of the data and facts contained therein as well as the signatures and authentication procedures expressed therein:

- the names of the Client, confidential logins and passwords used to connect to the Client Account
- the data and files stored on the Site;
- automatic notifications: e-mails and SMSs;

The Client undertakes not to dispute the admissibility, validity or probative force of the aforementioned elements.

#### 15. Force majeure

Neither Party may be held liable for any delay or failure in the performance of any of its obligations under this Contract, if said delay or failure is due to the occurrence of a force majeure event usually recognised by the case law of the French courts.

Notwithstanding the cases of force majeure usually recognised by the case law of the French courts and tribunals, by express agreement between the Parties, are considered as cases of force majeure: acts of terrorism; wars; total or partial strikes and lock-outs by third-party companies impacting the service, bad weather, epidemics, blocking of traffic routes, means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage; governmental or legal restrictions, legal or regulatory changes to forms of marketing; blocking of telecommunications (France Télécom networks or technical centre).

The Party wishing to invoke a case of force majeure must notify the other Party by registered letter with acknowledgement of receipt as soon as it becomes aware of such an event. As soon as the effects resulting from the force majeure event invoked have disappeared, the Party affected shall immediately inform the other Party by any means and shall immediately resume the performance of its obligation.

In the event of persistence of the effects resulting from the event constituting a case of force majeure for more than fifteen (15) days, the Parties agree that this

Contract may be terminated ipso jure at the initiative of the first Party to take action by registered letter with acknowledgement of receipt, without this affecting the terms of payment of the services performed.

#### 16. Miscellaneous

No waiver by either Party of any of its rights may be tacitly granted. A waiver must be in writing in order to be binding on a Party. Such waiver shall not constitute a waiver of said rights in the future.

In the event that one of the clauses of the Contract is declared null and void, unwritten, unenforceable or irrelevant, this clause shall be deemed unwritten and shall not affect the validity or continuation of the Contract as a whole, unless it is a clause of a determining nature for one of the Parties on the date of signature of the Contract. In this case, the Parties shall negotiate in good faith with a view to replacing this clause with a valid clause reflecting their initial intention.

Any registered letter with acknowledgement of receipt shall be deemed to have been received and shall take effect on the date of its first presentation.

For the performance of this Contract, each Party elects domicile at the addresses indicated above. In the event of a change of domicile, the Party concerned must inform the other in writing as soon as possible. All documents must be sent to the chosen domicile in order to be legally valid.

#### 17. Applicable law – Competent courts

The French version of these General Terms and Conditions shall prevail over any other version written in a foreign language.

The validity of this Contract and any other questions or disputes relating to its interpretation, performance or termination shall be governed by French law.

The Parties undertake to devote their best efforts to the amicable resolution of all questions or disputes that may divide them, prior to the referral to the court designated below.

In the event that an amicable agreement cannot be reached, the Parties agree that the courts within the jurisdiction of the Grenoble Court of Appeal shall have exclusive jurisdiction to hear any dispute resulting from the validity, interpretation, performance or termination of this contract, and more generally any dispute arising from this contract that may divide them, notwithstanding multiple defendants or third-party proceedings.