

**Terms of use**  
**of the ANKORSTORE Platform**  
**by the Distributors (Brands)**

**Last updated on: May the 4<sup>th</sup> 2020**

Welcome to the ANKORSTORE B2B platform, owned by ANKORSTORE SAS, a *société par actions simplifiée* subject to French law, with a share capital of 1,000 euros, registered with the Register of Companies in Paris as company No. 852 870 658, and which registered office is at 101 rue de Sèvres, 75006 Paris, France. VAT No. FR 15852870658, e-mail: support@ankorstore.com.

The ANKORSTORE B2B platform is available at [www.ankorstore.com](http://www.ankorstore.com), or at any other address that may be substituted for this one (the “**Platform**”).

These terms of use (the “**ToU**”) set out the terms and conditions on which Users and Members may access and use the Platform and the Service. The ToU apply to any Platform User, whether or not this User is a Member.

**1 DEFINITIONS**

**1.1** Unless provided otherwise in these ToU, the following capitalised terms shall have the respective meanings given to them below:

**“Content”**: means any content that is supplied by a Member on the Platform, including, but not limited to, any Product, data, information, text, listed object, description, name, alias, sign, photograph, picture, sound, video, logo, and any other item supplied by the Member on the Platform, including at the time of its registration, in an advertisement, an e-mail, or on a Distributor’s sales area/account.

**“Distributor” or “Brand”**: means a Member presenting, offering, distributing, selling Products through the Platform, including when this Member acts for and/or on behalf of another Member.

**“Retailer” or “Buyer”**: means a Member who is willing to purchase, or who purchases, the Products through the Platform.

**“Deadline for Complaints”**: means the date that is three (3) business days after, but not including, the delivery date of the Products that is mentioned on the delivery note, until which the Retailer may dispute the conformity of the order. For the avoidance of doubt, in the absence of any dispute regarding the conformity of the order within that time period, the order shall be deemed compliant.

**“Date of Confirmation”**: means the date on which the Retailer, via the Platform, confirms the conformity of the order, in compliance with the Deadline for Complaints.

**“Invoice”**: means the invoice issued by ANKORSTORE, for and on behalf of the Distributor, and payable by the Retailer, relating to the Products that were ordered by the Retailer through the Platform, received, and confirmed in accordance with the ToU.

**“Alma”**: means Alma SAS, located 176 avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, registered with the Register of Companies in Nanterre as company No. 839 100 575, an ANKORSTORE partner, which provides payment facilities services, which are complementary to the Service.

**“Invoicing Agreement”**: means the invoicing agreement entered into between ANKORSTORE and the Distributor, by which the Distributor agrees to entrust ANKORSTORE, in compliance with applicable rules, with the processing and issuing of its Invoices via the Platform.

**“Member”**: means any User who has registered on the Platform, and which registration was approved by ANKORSTORE.

**“Party”**: means, individually or together, ANKORSTORE and/or the User and/or the Member and/or the Distributor.

**“Product”:** means any product that a Distributor presents or puts up for sale through the Platform. The Product has to be in conformity with these ToU.

**“Service”:** means all of the ANKORSTORE online services, which are the property of ANKORSTORE, and which are made available to a Member through the Platform, as described in more detail in article 2 of these ToU.

**“User”:** means any professional who accesses the Platform, regardless of whether this professional is a Member or not.

## **2 DESCRIPTION OF THE SERVICES**

- 2.1** The purpose of the Platform is to bring Distributors (or Brands) in contact with Retailers for the purchase of Products by the Retailers, who are willing to purchase these Products through the Platform.
- 2.2** The Platform is intended to provide Services exclusively to the professional Users and Members, whether they are Distributors or Retailers, to the exclusion of consumers and non-professionals. In these ToU, “professional” means any individual or legal entity, public or private, who or which acts for purposes that are within the scope of its commercial, industrial, artisan, self-employed, or agricultural activities, including when such person acts for or on behalf of another professional. If not a professional, the User, whether a Distributor or a Retailer, undertakes to immediately stop visiting the Platform and, as the case may be, to not register on the Platform.
- 2.3** ANKORSTORE’s role shall be limited to acting as an intermediary between the Retailers and Distributors of Products. ANKORSTORE is in no manner involved in the selling of Products between Retailers and Distributors (or Brands), such Retailers and Distributors deciding alone, at their discretion, on the entering into of contracts through the Platform. ANKORSTORE: (i) is neither a seller, nor a reseller, nor the owner of the Products that are distributed through the Platform; (ii) never enters into possession of the Products that are put up for sale; (iii) does not hold the Products in stock; and (iv) does not hold the Products as a custodian or trustee of any kind. So, ANKORSTORE cannot be held liable for any actions or omissions potentially committed by the Distributor (or Brand) or by the Retailer on its Platform. As such, ANKORSTORE has no control over the sale or the payment of the Products sold or purchased on its Platform.

## **3 TERMS OF ACCEPTANCE OF THE ToU, AMENDMENTS TO THE ToU**

- 3.1** These ToU, which prevail over any other document, shall govern the relationships between ANKORSTORE and each User. The documents referenced in the ToU are incorporated herein, unless expressly provided otherwise herein.
- 3.2** By visiting or accessing the Platform and by using the Service, the User or the Member expressly consents, without restriction, to be legally bound by all of the provisions of the ToU. If the User or the Member does not agree with these ToU, this User or Member undertakes to immediately stop visiting the Platform and, as the case may be, to refrain from registering with the Platform.
- 3.3** ANKORSTORE reserves the right to amend these ToU at any time, and to inform each Member thereof by e-mail. Unless expressly provided otherwise in these ToU, the amendments made to these ToU shall take effect fifteen (15) calendar days after their online publication. During that time period of fifteen (15) calendar days, each Member may give ANKORSTORE notice of its refusal of these amendments, in which case these ToU (and, accordingly, the Member’s right to use the Service) shall expire at the end of the aforementioned time period of fifteen (15) calendar days, in the conditions set out in the articles 16.1 and 16.4 et seq. of the ToU.

## **4 ACCESS TO THE PLATFORM AND TO THE SERVICE**

- 4.1** Access to the Platform is available to any User, whether a registered User or not. However, access to the Service, and the use of all of its functionalities, require the prior registration of the User as a Member. ANKORSTORE reserves the right to accept or refuse a Member’s application for registration, in accordance with the terms specified on the Platform and/or at the time of registration. The registration of a legal entity as a Member may only be made by an individual authorised to represent such legal entity.
- 4.2** ANKORSTORE reserves the right, at any time and at its sole discretion, to suspend or interrupt the access to the Platform and/or the Service, in full or in part, notably for maintenance purposes, operational requirements, internal choices, or in case of emergency.

- 4.3 ANKORSTORE reserves the right to upgrade the functionalities and the Service available on the Platform, at any time and at its sole discretion.
- 4.4 ANKORSTORE reserves the right, at any time and at its sole discretion, to delete or modify any Content, including, but not limited to, for technical, business or practical reasons. It is understood that such interventions will in no circumstances result in ANKORSTORE being held liable, nor give rise to compensation or damages being payable to a Member or a User.
- 4.5 A Member, who wishes to delete its account, may do so directly through the Platform, or by sending a request for deletion to ANKORSTORE by e-mail to: support@ankorstore.com.
- 4.6 The Member's deletion of its account entails the immediate termination, as of right, of these ToU, such termination taking effect in accordance with the provisions of article 16.1.
- 4.7 ANKORSTORE, which is a mere intermediary, does not control the information given by the Members and published on the Platform. ANKORSTORE gives no warranty whatsoever, the Platform and the Service being provided on an "as is" and "as available" basis. Also, ANKORSTORE does not warrant that access to the Service or to the Platform shall be uninterrupted or error-free.

## 5 TERMS OF REGISTRATION WITH THE SERVICE

- 5.1 To access all of the functionalities of the Platform and the Service and to offer Products for sale through the Platform, the User must first register with the Platform as a Member and provide all of the requested information and documents, so that it can have access to all of the functionalities of the Platform and the Service. Failing that, ANKORSTORE reserves the right not to approve the registration.
- 5.2 The Distributor expressly accepts to enter into an Invoicing Agreement with ANKORSTORE to use the Platform.
- 5.3 The Member undertakes not to give information that infringes third party rights. Besides, the Member undertakes to refrain from registering as a login/alias, all or part of an URL, address or other domain name pointing to an external website. ANKORSTORE reserves the right, notably in the event of a dispute between Members, to ask the Member who failed to comply with the terms of this article, to modify the information given and to do so within the time period to be indicated by ANKORSTORE.
- 5.4 Besides, the Member undertakes that the information it provides upon its registration is accurate, sincere, exhaustive and up-to-date, and he further undertakes to rectify such information later on if the information becomes obsolete or out-of-date. If the Member fails to comply with this obligation, ANKORSTORE reserves the right to suspend and/or close the Member's account, and to deny any access to the Service to that Member. Each Member is solely responsible for any consequences that may result from the provision of false, invalid or erroneous information to ANKORSTORE and/or to any other Member.
- 5.5 Each Member undertakes to create and use one account only, save with ANKORSTORE's prior approval. As soon as a Member registers, or for any subsequent connection, a Member may access its account by entering its login and its password. A Member's login and password are strictly personal. The Member undertakes to choose a robust password and to keep this password confidential.
- 5.6 The use of a Member's login, associated with the Member's password, shall be conclusive presumption that access to, and use of, the Service is by that Member or under that Member's control. In the event a Member becomes aware that a third party accessed its account, the Member undertakes to immediately change its password and to promptly notify ANKORSTORE by e-mail to support@ankorstore.com.
- 5.7 The Member has a duty to act in good faith and respectfully in its relationships with ANKORSTORE and the other Members.

## 6 ACCESS TO ALMA'S PAYMENT FACILITIES SERVICE

- 6.1 ANKORSTORE, through its partner [Alma](#), offers a service of payment in instalments, and a deferred payment service, to the Retailers purchasing Products on the Platform. By using the Service, the Distributor unconditionally accepts the [terms](#)

[and conditions of sale for the service provided by Alma](#), and the Distributor acknowledge that these terms and conditions of sale shall apply to any purchase that is paid by using an Alma service. The Distributor notably acknowledges that, for any purchase a Retailer makes via the Alma service, the Distributor assigns full title to the financial claim it has on the Retailer in respect of that purchase, to Alma. To ensure that the financial claim is properly assigned to Alma, the Distributor undertakes to fill in and sign any document, which Alma may provide the Distributor with, and to take any steps that Alma may require at any time in relation to that financial claim.

- 6.2 It is understood that Alma's fees shall be borne in full by Ankorstore.

## 7 **THE DISTRIBUTOR'S OBLIGATIONS**

- 7.1 The Distributor is responsible for defining alone, and under its responsibility, the terms and conditions of sale of its Products, it being specified that the applicable terms of delivery, applicable terms of approval of the Products, and applicable terms of payment are those defined in these ToU and/or on the Platform, and that in the event of a contradiction with the Distributor's terms and conditions of sale in relation to this aspect, these ToU and the information published on the Platform shall prevail.
- 7.2 The Distributor undertakes to clearly display the terms and conditions applicable to the selling of the Products, to any commercial cooperation services, and to any other obligations intended to foster the commercial relationship, including, but not limited to, the full and accurate characteristics and properties of the Products, the availability of the products, any terms and conditions applicable to the ordering of Products (minimum quantity to be ordered), any restrictions related to the minimum quantity of Products to be ordered, the sale price of the Products, conditions of transport and delivery, transport and delivery times, and any other applicable conditions of sale.
- 7.3 Upon receiving an order placed by the Retailer through the Platform, the Distributor may accept, modify, or refuse the order. The Distributor undertakes to do so within the time limit and in the conditions indicated on the Platform.
- 7.4 The Distributor is solely responsible for preparing the order, for its transportation and for its delivery at the place of delivered agreed with the Retailer. Each order will have a package identification number, which the Distributor undertakes to disclose to the Retailer and, as the case may, to Alma.
- 7.5 On the Date of Confirmation, or the expiry of the Deadline for Complaints, an Invoice will be prepared by ANKORSTORE for and on behalf of the Distributor, and be sent to the Retailer. The Distributor is required to provide ANKORSTORE with all information or other legal information that has to appear on this Invoice in accordance with the Distributor's legal obligations, as provided for in the Invoicing Agreement. On this date, all of the elements mentioned on the Invoice will be frozen, including the date of issue of the Invoice, which corresponds to such Date of Confirmation or to the Deadline for Complaints, and the Invoice that has been issued shall then be valid as an irrevocable order to pay. The Distributor acknowledges that, on such date, the Retailer may no longer dispute the Invoice.
- 7.6 The Invoice will be settled by the Retailer through the Platform, within the time limit indicated. This time limit will vary depending on the mode of payment agreed between the Retailer and the Distributor (for example: early payment at the time of the order, with a discount for cash payment as described on the Platform, or, at the latest, payment sixty (60) calendar days after the date of issue of the Invoice). Payment shall take place by debiting the relevant amount from the Retailer's bank account. ANKORSTORE may offer the Distributor vouchers and promotional codes, which the Distributor may provide to Retailers so that they pay all or part of an order, the balance remaining due and payable by debit from their bank account. The Distributor accepts that ANKORSTORE may freely, and at its discretion, set the terms of use of these vouchers and promotional codes, notably by providing for a limited time to use a voucher or promotional code and/or for the use of a limited number of vouchers or promotional codes by order. Moreover, ANKORSTORE is free to modify or terminate any voucher programme or promotional code programme at any time, at its discretion, without this giving rise to the payment of any compensation to the Distributor.
- 7.7 The Distributor shall receive payment for the whole amount of the Invoice, incl. tax, through the Platform, either from Alma or directly from the Retailer, less the commission payable to ANKORSTORE as provided for in article 8.1 of these ToU.
- 7.8 The funds payable to the Distributor in respect of the Invoices shall be kept on the Distributor's regulated bank account that will be set up by STRIPE, ANKORSTORE's payment services partner, before being paid by STRIPE to the Distributor. The funds payable to the Distributor in respect of the Invoices will never be in ANKORSTORE's possession nor under its control.

**7.9** The Distributor undertakes that it will, autonomously and under its sole responsibility, manage the preparation of the order, its transportation, and its delivery to the place of delivery agreed with the Retailer.

**7.10** The Distributor undertakes to issue a delivery note to be signed by the Retailer on the date the order is delivered by the Retailer, and to notify ANKORSTORE of the signature of the delivery note.

**7.11** The Distributor undertakes that, on the Date of Confirmation or the Deadline for Complaints, it will draw up an Invoice, based on the details of the corresponding orders and in accordance with legal requirements. On that date, all of the elements on the Invoice shall be frozen, including notably:

7.11.1 the date of issue, such date corresponding to the Date of Confirmation or to the Deadline for Complaints;

7.11.2 the due date;

7.11.3 the following text: "Invoice to be paid to the Distributor's specific account opened by ANKORSTORE's partner (STRIPE)", with an indication of the bank details of such bank account; and

7.11.4 the following text: "No discount for early payment. In case of late payment, late interest at a rate of 12% per annum shall be payable immediately, without any reminder being necessary, and a lump-sum indemnity of 40 euros for debt collection costs shall be payable as well. An additional indemnity will be requested if the amount of the debt collection costs is higher than this lump-sum indemnity of 40 euros."

**7.12** Upon receiving payment of the corresponding Invoice through the Platform, the Distributor undertakes to pay the commission mentioned in article 8.1 of these ToU, to ANKORSTORE. This commission shall be directly withheld from the amount paid to the Distributor. If not, the commission will be paid by the Distributor upon receiving payment of the Invoice.

**7.13** ANKORSTORE reminds the Distributor of its obligation to comply with all laws, regulations and obligations that are incumbent on it as a professional seller, notably having regard to intellectual property legislation.

**7.14** The Distributor shall indemnify and hold ANKORSTORE harmless with respect to any consequences related to a Distributor's breach of any of its obligations as a professional. The Distributor, accordingly, undertakes to be directly responsible for the payment of any sums, including any sums awarded in court, any court costs, lawyers' fees, and other sums that may be owed in this respect, or to reimburse these sums to ANKORSTORE upon first demand. Notably, the Distributor warrants to ANKORSTORE that it complies with any third party intellectual property rights, including in designs, models, patents, and trademarks.

**7.15** Each Distributor undertakes not to list and/or distribute Products that do not correspond, or do not exactly correspond to a Distributor's Product actually available for purchase for resale on the Platform; or that infringe or are in breach of applicable laws and regulations or good morale, or that do not constitute authorised Products under contractual provisions; notably, each Distributor undertakes not to list and/or distribute Products that are fraudulent Products (particularly Products held following their receipt as stolen goods, or illegally imported Products), or Products infringing third party rights, such as infringing Products.

**7.16** ANKORSTORE is drawing the Distributor's attention to the absolute need for any Distributor making a Product available on the market, and notably any Distributor making a Product available for sale on the Platform, to make sure that this Product strictly complies with any laws, regulations and other requirements in force, as from the production or manufacturing of this Product and until this Product is delivered to the Retailer.

**7.17** All orders placed by the Retailer are independent from each other. The unavailability of one or several Product(s) ordered from one or several Distributors through the Platform shall not be a reason for cancelling all of the Products ordered, as the Retailer is bound by the order placed for the other Product(s) that is (are) available.

**7.18** Failing receipt of the Product or Products ordered, the Retailer will lodge a complaint with the Distributor.

**7.19** In the event that, following an alert received from a Member, or by ANKORSTORE's own act, ANKORSTORE notes that Products that are in breach of these ToU are put up for sale, ANKORSTORE reserves the right to:

7.19.1 remove these Products from the Platform;

- 7.19.2 block or suspend the Distributor's account;
- 7.19.3 terminate these ToU with immediate effect, this termination resulting in the closing and deletion of the Distributor's account; and/or
- 7.19.4 disclose all required information about any offer of sale and/or any purchase of these Products on the Platform, including the Members' personal information as the case may be, to the competent authorities, and/or to cooperate with the competent authorities upon request.

**7.20** The Distributor also undertakes that it will use the contact details and other data disclosed by the Retailer only for the strict purposes of fulfilling the relevant order and of complying with legal obligations associated with that order, and in compliance with these ToU. Notably, the Distributor undertakes not to offer products to the Retailer, which are available outside the Platform.

**7.21** In particular, in the event ANKORSTORE becomes aware of any Member's act or behaviour outside the Platform (i) that aims at enticing, or attempting to entice all or part of the Retailers away from the Platform, or that aims at encouraging all or part of the Retailers not to buy through the Platform, or to stop buying through the Platform; (ii) that is potentially unfair, damaging, anti-commercial, denigrating, defamatory, injurious or harmful toward ANKORSTORE, the Platform, any Member and/or any third party, or (iii) that infringes the laws and regulations applicable to ANKORSTORE in any other manner, ANKORSTORE reserves the right to terminate these ToU by notice with immediate effect.

**7.22** The Distributor warrants it holds all of the rights that are necessary to sell any Product the Distributor puts up for sale on the Platform, and the Distributor shall hold ANKORSTORE harmless with respect to any complaint relating to the Content of an offer of sale of a Product and/or to the performance of the sale.

**7.23** The Distributor undertakes that it will offer its services, and carry out purchases for resale, on the Platform in the Distributor's own name only. Thus, the Distributor undertakes not to sub-contract the purchase-for-resale transactions, in whole or in part, to any third party.

**7.24** In the event of dispute between Distributors because of Content published by one of them (for example, in the event a Distributor alleges infringement or unfair competition), it shall be up to the Distributors to get in touch with each other and to settle the dispute between them. ANKORSTORE shall not be required to get involved in the resolution of the dispute. Therefore, ANKORSTORE reserves the right not to follow up on a Distributor's complaint that would be sent to ANKORSTORE in such a situation, without being held liable in any way for doing so.

## **8 COMMISSION PAYABLE TO ANKORSTORE**

- 8.1** As a counterpart to the Service supplied, the Distributor undertakes to pay ANKORSTORE a commission, which rate excl. tax shall have been agreed beforehand between ANKORSTORE and the Distributor. This rate shall depend on the amount including tax (incl. delivery costs) of the price of each order. The amount of this commission excludes taxes and shall be increased by any applicable taxes, including the value added tax (VAT) at the prevailing rate on the billing date. The commission shall be billed for any order placed via the Platform.
- 8.2** The commission is due as from the issuing of the Invoice on behalf of the Distributor, and the commission is payable no later than at the end of the time limit for payment that is mentioned on the Invoice. In practice, the commission shall be deducted from the amount paid to the Distributor through the Platform, by the Retailer. The commission is in no way refundable.
- 8.3** ANKORSTORE reserves the right, without indemnity, and with at least sixty (60) days prior notice, to modify the commission defined in article 8.1 of these ToU. In case of a disagreement, the Member may terminate these ToU on the effective date of the modification(s) in issue.

## **9 PROHIBITED USES OF THE PLATFORM AND THE SERVICE**

- 9.1** The Member undertakes to refrain from using the Platform and/or the Service to:

- 9.1.1 entice, or attempt to entice all or part of the Retailers away from the Platform, or encourage all or part of the Retailers not to buy on the Platform or to no longer buy on the Platform;

9.1.2 unfairly circumvent, divert and/or interfere with (or attempt to circumvent, divert and/or interfere with) a pay-for service on the Platform;

9.1.3 publish or disseminate shocking, inappropriate, obscene, threatening, abusive, violent, rude, racist, insulting, defamatory, libellous, slanderous, denigrating, misleading, discriminatory, harassing, threatening, embarrassing, pornographic or child pornographic, Content, Content that amounts to justification for crimes against humanity, Content that is likely to incite to racial, religious or ethnical hatred, to violence or terrorism, Content that is likely to be undermine human dignity or someone else's privacy, illegal Content or Content that is against applicable laws;

9.1.4 publish or disseminate Content in breach of the intellectual property rights of any third party;

9.1.5 publish or disseminate Content that is likely to be described as misappropriation, swindling, embezzlement or any other criminal offence;

9.1.6 obtain, or attempt to obtain the transfer of sums of money in exchange for no delivery of a Product that complies with the terms of these ToU and is of a equivalent value to the sums requested;

9.1.7 send computer viruses, worms, Trojan horses, logic bombs or any other malicious program, file, or any other form of malware, intended to damage, interrupt, suspend, destroy and/or restrict the functionalities of any IT or telecommunication equipment;

9.1.8 carry out commercial or advertising activities of any kind (notably the sending of unsolicited promotional messages, contests, lotteries, exchanges), or solicit payments or online donations;

9.1.9 damage any computer system or illegally intercept any data or nominative information, or breach the security of systems and networks;

9.1.10 access, use or attempt to use another Member's account, login and/or password, or, in any manner whatsoever, pretend to be another Member;

9.1.11 attempt to access all or part of the Service without authorisation;

9.1.12 impersonate another person, a Member, or an ANKORSTORE employee or representative, insinuate that his statements and comments are supported or approved by ANKORSTORE and/or use the Service to send or disseminate any content that could be harmful to, or could criticise, ANKORSTORE in any manner whatsoever;

9.1.13 do any of the following, when accessing and using the Service: requesting, or in any case trying to collect, obtain or store personal data, passwords, account information, or any other type of information relating to the other Members;

9.1.14 conceal or disguise the origin of communications;

9.1.15 use data mining tools, bots or any other similar tools for collecting and extracting Platform-related data;

9.1.16 restrict, suspend, or prevent any person from using or accessing the Platform and/or the Service, or interrupt its access to the Platform and/or the Service, including, but not limited to, act in any manner whatsoever in order to interrupt real-time discussions between Members;

9.1.17 hinder the operation of the Platform and/or the Service, the servers, or the network connections to the Platform and/or the Service;

9.1.18 take any action that would be likely to result in ANKORSTORE being held liable, or in losing the benefit of all or part of the services of ANKORSTORE's partners and services providers, notably its Internet service providers, payment services providers, financing partners/and or storage partners;

9.1.19 do anything that would be likely to harm the image and/or reputation of ANKORSTORE or the Platform and/or to constitute acts of unfair competition or free riding vis-à-vis ANKORSTORE, any other Member and/or third parties;

9.1.20 breach the requirements, procedures, policies or regulations relating to the networks that are connected to the Platform and/or the Service.

**9.2** More generally, the Member undertakes to refrain from any act or action that would be likely to infringe third party rights, applicable laws and regulations, and/or any contractual provision that is binding on the Member, in any other manner.

## **10 EFFECTIVE DATE OF THE ToU - TERM OF THE ToU**

**10.1** Vis-à-vis the User, these ToU take effect on the User's first access to the Platform, and they shall remain valid for the whole duration of the User's navigation through the Platform.

**10.2** As an exception to the foregoing, these ToU take effect on an indefinite-term basis vis-à-vis any Member, as from the Member's registration, unless these ToU are terminated in accordance with article 16 of these ToU.

## **11 PERSONAL DATA**

**11.1** ANKORSTORE collects and processes personal data relating to the Users and the Members for the purposes of managing the relationship with these Users and Members.

**11.2** The modalities for collecting and processing the Users' and Members' personal data are detailed in the ANKORSTORE privacy policy, which is available on the Platform and is incorporated in these ToU.

## **12 COMPLAINTS**

**12.1** Subject to the other provisions of the ToU, any complaints will be managed directly between the Retailer and the Distributor from their respective accounts, ANKORSTORE having no obligation at all to intervene (unless provided otherwise in these ToU).

**12.2** The Distributor undertakes to act with due care and diligence to properly resolve any complaints, and, as the case may be, in accordance with the requirements mentioned on the Platform.

## **13 OWNERSHIP OF THE PLATFORM – RIGHT OF USE**

**13.1** The intellectual property rights in the Platform and the Service, including in their respective content, texts, illustrations, photographs and images, as well as in any other visual and audio elements, including the underlying technology used (the "Elements") are the exclusive property of ANKORSTORE and/or of third parties that are contractually bound with ANKORSTORE. The Platform, the Service and the Elements contain trade secrets and proprietary confidential information.

**13.2** Notwithstanding the foregoing, any Content supplied by a Member is and remains the property of that Member, subject to the license that is granted by each Member to ANKORSTORE and to the Users in accordance with article 14 of these ToU.

**13.3** Subject to the User's compliance with the terms and conditions of these ToU, ANKORSTORE grants a limited, personal, non-exclusive, non-transferable, non-assignable, license to the User, without any possibility of sub-license, to access and use the Platform, such license being granted for the duration of the ToU and for the territory on which the User is located. The licensed right of access and right to use enable the User to display all or part of the Platform and the Service in the context of this access and this use, for the whole duration of use of the Platform and/or the Service. To the extent permitted by law, any right that is not expressly licensed herein is expressly reserved by ANKORSTORE and/or its licensors and partners.

**13.4** The User is only authorised to access and use the Platform and/or the Service for personal or professional reasons (depending on his Member or non-Member profile), and for his own internal needs (unless the ToU provide otherwise). The Member is responsible for any use that is made by any person who uses the Member's login and password to access the Platform. To the extent permitted by applicable law, any other use that is not expressly authorised herein is expressly reserved by ANKORSTORE and/or its licensors and partners.

**13.5** Hyperlinks to the Platform, which use techniques such as framing or in-line linking, are strictly forbidden.

**13.6** The User hereby accepts not to remove and/or delete copyright notices, trademark notices, and/or notices of any other property rights, that would be mentioned on the Platform and/or the Service.

#### **14 LICENSE ON THE CONTENTS**

**14.1** Each Member undertakes to publish Content on the Platform in compliance with these ToU and with any legal and/regulatory provisions in force.

**14.2** In publishing a Content through the Platform, the Member hereby grants to:

14.2.1 ANKORSTORE, a free, non-exclusive, assignable, transferable, sub-licensable, worldwide license, for the whole duration of these ToU, so as to use, reproduce, represent, display, format, publish, and disseminate the Content in the context of the making available of the Platform and the Service, and to carry out any other act or activity in relation with such display, reproduction, representation, formatting, use, publication and/or dissemination, that is necessary or useful in the context of the provision of the Platform and the Service, on any other media (notably on any tangible or digital medium, in any press or financial release or publication, presentation material, promotional and/or advertising material, website), by any means, without restriction as to the number of copies, for internal, storage, advertising, promotional, marketing, communication, public relations purposes and for the purposes of implementing any partnerships or sponsorships with ANKORSTORE's partners. The Member acknowledges that no use of its Content, which was made by ANKORSTORE prior to the Member's deregistration, the deletion or closure of the Member's account, or the termination of these ToU, may be challenged by the Member;

14.2.2 ANKORSTORE, a free, non-exclusive, assignable, transferable, sub-licensable, worldwide license, for the whole duration of the intellectual property rights, to use, reproduce and display the Contents in the aim of aggregating them, compiling them, anonymising them and/or using them in any other form or format that does not make it possible to attribute them to, or associate them with, the Member, for statistical, research, analysis purposes and for the purposes of improving the Platform and/or the Service;

14.2.3 any User, directly, a free, non-exclusive, personal, non-transferable, non-sub-licensable, worldwide license, for the whole duration of the Member's membership, to reproduce and represent the Content through the Service, for personal and/or professional purposes (depending on whether the User is a Member or not).

**14.3** The Member acknowledges that its Content may be viewed on the Platform by any User who can access the Products.

**14.4** The Member warrants that it is the exclusive owner, for the duration of the rights granted to ANKORSTORE and the Users, and for the whole world, of all of the rights necessary to exploit its Contents as provided herein, or that it holds the required rights to grant the licence described herein.

**14.5** In this respect, the Member shall indemnify ANKORSTORE, on first demand, with respect to any claim or action that may be taken or brought, on any account whatsoever, on the occasion of the exercise of the rights granted hereby to ANKORSTORE and/or the Users, by any person who would consider having any rights to claim in all or part of the Contents published by the Member and/or in their use by ANKORSTORE and/or the Users. The Member accepts to indemnify ANKORSTORE in the event a third party would make such a claim or take such an action against ANKORSTORE, and to bear any consequences, including financial consequences, that may result therefrom.

**14.6** The Member is and remains solely liable for the Contents he publishes or disseminates through the Platform, and for their compliance with applicable laws and regulations. ANKORSTORE shall in no way be held liable for these Contents. In this respect, the Member is informed that his Contents are neither verified nor controlled by ANKORSTORE prior to their online publication. ANKORSTORE's part shall be limited to hosting these Contents through the Platform and the Service.

**14.7** ANKORSTORE reserves the right, without prior notice nor indemnity, to modify or delete any Content that would be in breach of any provision of these ToU, to close or to delete the Member's account, and to terminate these ToU with immediate effect, in the conditions set out in article 16.2.

#### **15 PROVEN FRAUD**

In the case of proven fraud (fraudulent copy, handling of stolen property, illegal import, etc.), or upon request, ANKORSTORE reserves the right to disclose all necessary information, including personal information, to the competent authorities in charge of punishing these frauds and offences, notwithstanding any other recourse.

## **16 TERMINATION**

**16.1** The right of access to the Platform, the Service, and all rights and obligations deriving from these ToU may be terminated at any time by the Member or by ANKORSTORE, without a specific reason, by e-mail or through the Platform. Any termination in accordance with the terms of this article 16.1 will be effective only on the date of full payment of all sums owed by the Member in accordance with the terms of these ToU.

**16.2** Without prejudice to any other remedies, ANKORSTORE reserves the right to terminate the right of access to the Platform, the Service, and all rights and obligations deriving from these ToU as of right, with immediate effect, in the following situations, such situations being described as serious breaches:

16.2.1 in case of a breach of the articles 2.2, 5, 7, 9, 13, and 14 ;

16.2.2 if ANKORSTORE is unable to verify or authenticate the information given by the Member, and the Member fails to follow up on ANKORSTORE's requests for verification and/or authentication;

16.2.3 if the Member's acts are likely to result in ANKORSTORE, the Member, any other User, or any ANKORSTORE partner being held liable;

16.2.4 in case the Member's behaviour is in breach of the service level agreement relating to the Platform, is potentially harmful for, detrimental to, and/or unfair for the Platform, ANKORSTORE and/or any Member.

**16.3** Without prejudice to article 16.2, in the event a Party is in breach of any one of its obligations under the ToU, the other Party may terminate the right of access to the Platform, the Service, and all rights and obligations deriving from these ToU immediately and as of right, following a formal notice to remedy the relevant breach that remained unsuccessful for one (1) month.

**16.4** In the event of termination in accordance with the terms of this article, the Member's account will be closed automatically, the Member's access to the Platform will be disabled, and the Member will no longer have access to the Service, all as from the effective date of termination as provided for in this article 16. Consequently, the Distributor's Products shall no longer be accessible on the Platform, and the Distributor's account will be disabled and be removed from the Platform search results, all as from the effective date of termination. Finally, any sum that is owed by the Member shall become immediately due and payable. The termination will have no effect on the orders for Products that are in progress, such orders remaining subject to the terms of these ToU.

**16.5** In the event of termination for whatever reason, it is expressly agreed by the Parties that any provisions, by essence, are intended to survive the termination of these ToU, whatever the reason for such termination, will remain in force for the duration that is applicable to such provisions.

**16.6** At a Member's request until the effective date of termination, the Contents may be exported in a format and on financial terms to be agreed, as appropriate, between the Parties. After the effective date of termination, ANKORSTORE reserves the right to delete the Contents at any time, subject to the license granted on the Contents in accordance with article 14.

## **17 LIABILITY**

**17.1** The Parties shall be responsible for any harmful consequences that may result for the performance or non-performance of the obligations that are incumbent upon them hereunder. Each Party expressly agrees that he may only be held liable for the direct damages resulting from a non-performance of these ToU that is attributable to him.

**17.2** ANKORSTORE only has a 'best efforts' obligation (*obligation de moyens*) as regards the making available of the Platform and the Service. Besides, ANKORSTORE, in its capacity as the host of Contents made available online by Members, accepts no liability whatsoever for the Contents published by the Members through the Platform, as ANKORSTORE carries out no prior control of these Contents.

**17.3** Save if a proven fault can be attributable to ANKORSTORE, ANKORSTORE shall not be held liable for any damage potentially suffered by a User because of the use, or the impossibility to use, all or part of the Platform. ANKORSTORE shall not be liable either for any consequences which would have been caused by the internet network or by the User's information system, such as a possible malfunctioning, failure or breakdown, delay, or interruption of access to the electronic communications network, including Internet.

**17.4** Finally, ANKORSTORE's liability won't be incurred in the event the non-performance or late performance of any one of its obligations would be attributable to an event or circumstance that is beyond ANKORSTORE's control, and that could not have reasonably been foreseen at the time when these ToU were accepted, and which effects could not be avoided using appropriate measures (force majeure).

**17.5** In any event, except applicable legal provisions, ANKORSTORE's liability to the Distributor in the event of a breach of any one of ANKORSTORE's obligations hereunder, for all causes and whatever the circumstances, shall not exceed the higher of:

17.5.1 the aggregate amount of commissions actually paid by the Member to ANKORSTORE during the twelve (12) months preceding the event which resulted in the damage; or

17.5.2 five hundred (500) euros incl. tax.

**17.6** ANKORSTORE will in no case be held liable for indirect damage suffered by the User, nor for any lost profit, loss of turnover, loss of anticipated savings, loss of goodwill, loss of customers, damage to reputation, or loss of data.

**17.7** Each User is invited to notify ANKORSTORE in the event of a breach of these ToU, notably in the event this User would note that Products not complying with the terms of these ToU are offered for sale. The User is invited to notify ANKORSTORE by e-mail to the following address: support@ankorstore.com.

**17.8** The Distributor shall also be solely responsible for the performance of the sales contracts entered into with Retailers through the Platform, as long as ANKORSTORE's liability for the non-performance or poor performance of the sales contract is not proven by the Distributor. Consequently, the Distributor undertakes to indemnify ANKORSTORE and to hold ANKORSTORE harmless with respect to any liability, claim, suit, or proceedings brought against ANKORSTORE by a User, a Member, a Retailer or a third party, or by any administrative authority, in connection with the non-conformity of a Product to applicable regulations, with the non-compliance with economic regulations, the use of the Products, or the performance of the sales contract between the Distributor and any Retailer. The Distributor therefore undertakes that he will be directly responsible for, or that he will reimburse ANKORSTORE upon demand for, the payment of any sums, including any sums awarded in court, court costs, lawyers' fees, and any other amounts that would be due in this respect

**17.9** The Distributor undertakes to take public and professional liability insurance with an insurance company known to be solvent, to cover the liability the Distributor may incur, on any legal basis whatsoever, for the damages of any kind the Distributor may cause in the context of the performance of these ToU. The Distributor will provide ANKORSTORE, upon request, with supporting evidence of the taking of such insurance.

## **18 EVIDENCE**

**18.1** The Parties acknowledge that ANKORSTORE's disclosure of the recordings on ANKORSTORE's servers, which relate to the use of the Platform, including notably the Members' nominative access codes, connection logs, and any documents and e-mails exchanged via the Platform or in the context of these ToU and stored on ANKORSTORE's servers, shall be considered proof between the Parties.

## **19 ASSIGNMENT**

**19.1** No Party may transfer, assign, or otherwise dispose of, all or part of its rights or obligations, or the ToU, with or without consideration, save with the other Party's prior written consent.

**19.2** As an exception to the foregoing, ANKORSTORE may freely transfer, assign, or otherwise dispose of all or part of its rights or obligations or the ToU, as part of a restructuring (including any merger, absorption, transfer or contribution of all or part of its assets, direct or indirect change of control).

## **20 GENERAL PROVISIONS**

**20.1** ANKORSTORE shall be entitled to sub-contract all or part of its obligations to any third party subcontractor of its choosing. ANKORSTORE remains liable for these subcontractors' actions and omissions. It is expressly agreed by the Parties that ANKORSTORE's financing partner, (i.e. Alma) is a provider that is independent from ANKORSTORE and that does not act as a subcontractor of ANKORSTORE. Therefore, ANKORSTORE shall not be held liable to the Member for the actions or omissions of that financing partner.

**20.2** Unless expressly provided otherwise, these ToU shall not be interpreted as making a Party the attorney, agent, or representative of the other Party, nor as constituting memorandum and articles of association. The Parties' willingness to be part of a company (*affectio societatis*), as well as any joint and several liability toward third parties or between the Parties are specifically excluded. So, each Party undertakes to refrain from doing anything that may mislead a third party in this respect, and to make no commitment, nor provide any guarantee, on behalf of the other Party, unless expressly provided otherwise in this contract.

**20.3** In case of difficulties of interpretation between any one of the headings given to the articles of these ToU and any one of the provisions of these ToU, the headings will be declared non-existing.

**20.4** For the performance of all of the terms hereof and for any consequences hereof, the Parties choose their respective registered addresses as their domicile. Any change of the address chosen by a Party for the aforementioned purposes will be enforceable against the other Party only if such change of address is notified to that other Party by e-mail or through the Platform (if the option is available).

**20.5** Any formal notice or notice relating to the enforcement of these ToU will be regarded as being validly given only if it was sent to the domicile of the Party by registered letter with proof of receipt, unless expressly provided otherwise in these ToU.

**20.6** In the event any provision of these ToU were found null, invalid or unenforceable by any court whatsoever in a final decision, that provision shall be deleted without this resulting in the nullity of the ToU as a whole. The other provisions of the ToU shall remain unchanged and shall continue to apply.

**20.7** No forbearance, waiver or omission, regardless of the duration and number of them, in claiming/to claim the existence or a total or partial breach of any one of the provisions of these ToU shall constitute a change, a deletion of this provision, or a waiver to invoke a prior, contemporaneous or later breach of the same provision or of other provisions. Such a waiver shall be of no effect unless it is expressed in a written document signed by the person who has been duly authorised to that end.

**20.8** ANKORSTORE, on the one hand, and the Member, on the other hand, are independent parties, each of which acting in its own name and on its own behalf. Unless expressly provided otherwise, these ToU create no bond of obedience, mandate, partnership, joint venture, employer/employee, principal/attorney, or franchisor/franchisee relationships between ANKORSTORE and each Member.

**20.9** These ToU are drafted in French. In the event these ToU would be translated into one or several other languages, the French version shall prevail.

## **21 APPLICABLE LAW - JURISDICTION**

**21.1** These ToU shall be governed by and construed in accordance with the laws of France, without giving effect to its choice of law rules.

**21.2** EXCEPT AS OTHERWISE PROVIDED BY LAW, ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE, OR THE FULL OR PARTIAL TERMINATION OF THE COMMERCIAL RELATIONSHIPS SHALL BE REFERRED TO THE COMMERCIAL COURT (*TRIBUNAL DE COMMERCE*) OF PARIS, WHICH WILL HAVE EXCLUSIVE JURISDICTION.

**21.3** Any disputes between Members will be settled between the relevant Members. ANKORSTORE is not required to intervene in the settlement of, or to settle such a dispute.