

Terms and Conditions of Sale (T&Cs)

The website accessible at the address "**www.upela.com**" (hereinafter the "**Website**") is published and operated by the company MPG UPELA SAS, a simplified joint-stock company with a share capital of 951,000 euros, whose registered office is located at 128 rue du Faubourg Saint-Honoré, 75008 Paris, France, registered with the Paris Trade and Companies Register under number 750 389 769, whose intra-community VAT number is FR12750389769, whose contact email address is contact@upela.com and whose telephone number is +33 (0) 1 78 76 79 79 (hereinafter the "**Company**").

The Company is a digital service operator providing a matchmaking platform for public road freight transport, as defined in Article L.3261-1 5° of the French Transport Code. In this capacity, the Company declares that it has taken the necessary steps for its registration in the national register provided for in Article L.3263-2 of the same Code.

The Company's professional liability is insured by AIG Europe SA.

ARTICLE 1. SCOPE OF APPLICATION & DEFINITIONS

1.1 These Terms and Conditions of Sale (hereinafter the "**T&Cs**") govern the relationship between the Company and users browsing the Website (hereinafter the "**Users**") with respect to the services offered on the Website by professional transport service providers (hereinafter the "**Carriers**"). Users may be legal or natural persons acting within the scope of their commercial, industrial, craft, liberal or agricultural activity (hereinafter the "**Professional Users**"), natural persons acting for purposes that do not fall within the scope of a professional activity (hereinafter the "**Consumer Users**"), or legal persons not acting for professional purposes (hereinafter the "**Non-Professional Users**").

1.2 The use of the services offered by the Company requires that the User has read and accepted, in advance and without reservation, all of the T&Cs. By ticking the box provided for this purpose at the time of placing an Order, the User confirms acceptance of the T&Cs. These T&Cs constitute the binding agreement between the Company and the User.

1.3 These T&Cs enter into force on the date they are published on the Website and shall be applicable from their acceptance at the time of the User's first Order. They shall remain in force until replaced by new general terms and conditions.

1.4 The T&Cs are accessible and downloadable at any time on the Website and shall prevail, where applicable, over any other version or conflicting document. The Company recommends that Users print or download the T&Cs in order to retain a copy on a durable medium and review them regularly, as they may be amended.

1.5 Given that the transport services relating to the Parcel are neither performed nor controlled by the Company but by the Carriers, the User must, for each Order, also review and accept **the general terms and conditions of the selected Carrier**.

ARTICLE 2. DESCRIPTION AND USE OF THE SERVICE

2.1 The Company offers Users browsing the Website the possibility to search for, select and order transport services for documents or goods (hereinafter the "**Parcel**") provided by Carriers at negotiated prices.

2.2 The purpose of the Website is to assist Users in selecting offers proposed by Carriers and to transmit Orders to the Carrier chosen by the User in accordance with the User's instructions.

2.3 The Website provides a comparison tool enabling Users to compare, in a non-exhaustive manner, offers from several Carriers according to various criteria. Carriers enter into direct partnership agreements with the Company in order for their offers to be listed on the Website. Consequently, the offers displayed on the Website do not represent all offers available on the market.

The Website is remunerated through a margin which does not affect the ranking of offers. The Company does not hold, except in specific cases, any shareholding in partner Carriers and none of its partner Carriers holds any share in the Company's capital. It is specified that the brands Easy2Go, Roberts and Flash belong to the same group as Upela.

Prior to listing any Carrier, the Company verifies compliance with legal obligations in accordance with the French Transport Code. The Website uses dynamic and complex algorithms to display transport offers in an efficient manner. Offers are updated in real time, as the Website queries Carrier servers during each comparison request.

Users may sort results according to price, delivery time or the Website's recommended choice, which corresponds to the best reliability, price and delivery time ratio. In the absence of sorting, results are displayed by ascending price and delivery time.

Carriers may be delisted in the event of termination of the partnership agreement or non-compliance with legal or contractual obligations.

ARTICLE 3. USER OBLIGATIONS

3.1 When placing an Order, the User expressly undertakes to provide accurate, complete, and up-to-date information concerning themselves and their Order (sender's details, recipient's details, pickup and delivery addresses, Parcel details, nature of the goods, etc.).

3.2 The User is responsible, toward the Company and the Carrier, for all consequences resulting from a lack of information or from false, incomplete, or late information. In particular, the User's failure to fulfill their information obligation may exempt the Company from its potential liability.

3.4 Consequently, the Company may invoke the User's fault if its liability is engaged in the event of erroneous, outdated, or inaccurate information that prevents the completion of the Order or the transport of the Parcel by the Carrier, it being specified that transport includes the pickup and delivery of the Parcel.

3.5 The User must ensure they possess all documents necessary for the execution of the customs formalities applicable to their Parcel. They shall bear the costs or fines that may be incurred by the Carrier in the event of incomplete, erroneous, inapplicable, late information, or information non-compliant with applicable legal provisions. The User shall, furthermore, bear any additional costs that may be claimed by the Carrier to transport the Parcel when information relative to the Parcel, such as the count, weight, or dimensions of the Parcel, is erroneous and does not allow for the transport of the Parcel at the cost initially paid.

3.6 The User undertakes to use the services in accordance with the T&Cs and the applicable laws and regulations in force in France, and specifically, the User undertakes, without this list being exhaustive, not to transmit, communicate, or enter on the Site, including on forums, in any manner whatsoever, information that is (i) inaccurate, false, (ii) disparaging, defamatory, insulting, obscene, violent, racist, xenophobic, harming the image and reputation of a brand or any natural or

legal person, (iii) inciting discrimination, hatred, violence, racism, anti-Semitism, xenophobia, homophobia, (iv) glorifying war crimes or crimes against humanity, (v) infringing on the intellectual property rights of third parties, public order, or good morals, (vi) infringing on the privacy of third parties and (vii) containing hypertext links to illegal external sites that infringe on the rights of third parties or are contrary to the T&Cs. Failing this, the Company may refuse to validate an order or to communicate said information to the Carrier.

3.7 The User undertakes finally not to hand over to the Carrier any goods whose transport is prohibited by law and/or appearing in the following non-exhaustive list or in the Carrier's T&Cs:

- Antiques;
- Paintings;
- Weapons by nature and ammunition;
- Lithium-ion and lithium-metal batteries and battery-powered vehicles;
- War materials or similar (including spare parts);
- Fresh food products and temperature-controlled foodstuffs;
- Refrigerated products (non-food) that are not self-refrigerated;
- Perishable, infectious, or non-infectious biological materials;
- Organs;
- Live or dead human beings;
- Live or dead animals;
- Fauna and flora;
- Ashes and funeral relics;
- Precious metals, currency, precious stones, and jewelry;
- Narcotics and psychotropic substances;
- Obscene or immoral objects;
- Counterfeit products;

- Medicines;
- Finished tobacco products (cigarettes, cigars, etc.) and electronic cigarettes;
- Compressed air products;
- Explosive, dangerous, toxic, flammable, corrosive, or radioactive products;
- Wet, leaking, or odorous parcels;
- Polycarbonate baby bottles (bisphenol A);
- Any shipment of cylindrical or conical shape.

Warning : The Company prohibits the use of its services for the transport of **any illegal object** according to French laws, as well as the laws of countries through which the object will be transported and the laws of the countries where the object was manufactured. In accordance with Article 1231-5 of the Civil Code, the use of the service by a Professional User in violation of any element of this clause shall be subject to flat-rate compensation, serving as a penalty clause, in the amount of five hundred euros (€500), which may be increased by any damage suffered by the company (harm to reputation, injury to a delivery person or a third party, decrease in turnover, etc.).

4. ORDER VALIDATION AND CONFIRMATION PROCESS

4.1 The User wishing to proceed with an Order must follow these steps:

- Enter information relative to the goods transported and the transport criteria (notably size, weight, point of departure, destination);
- Search the Site for a Parcel transport offer by specifying the requested criteria;
- Select on the Site the Parcel transport

offer they wish to order (hereinafter their "**Order**");

- Verify, and correct if necessary, during the display of the Order summary, the Order details, its total price, as well as the information necessary for shipment, Parcel tracking, and Order payment;
- Confirm the Order, subject to having previously accepted these T&Cs as well as the general terms and conditions of sale of the Carrier chosen by the User in the Order;

In accordance with the provisions of the Civil Code and, where applicable for Consumer Users, the provisions of the Consumer Code on the conclusion of online contracts, the contract shall be concluded when the User clicks the button to confirm the order after viewing its details and specifically its total price and having had the opportunity to correct potential errors.

4.2 The Company will transmit the information relative to the Order to the Carrier chosen by the User, so they may execute the Order according to the User's instructions.

4.3 Following this transmission of the Order, the User will receive an order confirmation by email as well as, also by email, a Parcel shipping label in a digital format (e.g., PDF) allowing for the printing of the label on a paper support compliant with the digital version. This label will allow them to track the Parcel's progress and will allow the Carrier to identify the Order. It is specified that this label is edited by the Carrier itself, which then addresses it to the Company. The latter then merely transmits it to the User as-is, meaning without any control and without any modification being made to the label. Finally, if the User has paid for the order by credit card,

they will also receive a payment confirmation by email from Payzen.

5. PRINTING THE SHIPPING LABEL

5.1 In order to allow the Carrier to proceed with the transport of the Parcel, the User must print and stick the shipping label, issued by the Carrier and transmitted by the Company, onto the Parcel packaging in such a way that it can be perfectly read by the Carrier. The User acknowledges that they will bear the consequences of any printing anomalies of the shipping label or those resulting from a label that is poorly stuck, illegible, or obscured.

5.2 The shipping label will contain, where applicable, the Carrier's information concerning the dates and locations for the pickup and delivery of the Parcel. The User undertakes to respect these, failing which the transport of the Parcel may not be carried out in accordance with the Order by the Carrier.

6. PARCEL PREPARATION, TRANSPORT, AND DELIVERY

6.1 The User undertakes to transmit, during their Order, accurate and complete information regarding the dimensions of their parcel and the pickup and delivery address of the Parcel.

6.2 The User further undertakes to pack their Parcel in such a way that the packaging is closed, appropriate for the Parcel, and ensures sufficient protection of the Parcel for its transport by the Carrier.

6.3 Finally, the User undertakes to be present, or to be regularly represented, during the pickup of the Parcel by the Carrier at the address and on the day indicated.

6.4 In the event that the information transmitted by the User does not allow for the pickup or delivery of the Parcel, the User must contact the Carrier, either to complete the missing information, to pay additional fees to the Carrier, or finally to retrieve their Parcel from the Carrier at their own expense, and this without a refund of the Order being possible.

Warning: If the Carrier is nevertheless unable to obtain instructions from the User within a reasonable timeframe, or if they are also unable to identify the person authorized to receive the goods, making delivery impossible, the Carrier (or the Company) will send a notice of inability to delivery to the user by email within five (5) business days. In the absence of instructions within five days following this notice, the Carrier (or the Company) will issue a formal notice to the User, by registered letter with acknowledgment of receipt, to reclaim possession of the Parcel. In the absence of a response within a period of three (3) months, the transport contract is terminated by operation of law and the Parcel will be considered abandoned by the User to the Carrier, which confers upon the latter the right to perform any act of disposal upon it (amicable sale, destruction, etc.). Furthermore, unless prohibited by law, Upela reserves the right, without being obliged to do so, to open and inspect or x-ray scan the goods.

7. REGISTRATION FOR SERVICES

7.1 The User will have the option to register on the Site and create a personalized account in order to benefit from certain services offered by the Company, such as deferred payment. To do so, they must complete the online form provided for this purpose. Information indicated as mandatory is necessary for the

validation of the registration. Failing this, the Company may refuse to create the account or validate the registration. The User undertakes, during each order, to update the information requested during registration if it has changed since their last order. The registration will only be final once the User has received a confirmation email containing a hypertext link allowing them to activate their account at the email address they provided on the registration form. The User acknowledges that they may only hold one single active account.

7.2 The User will access their account and the services offered by the Company using a password and a username (hereinafter "**Access Code**") which are confidential, personal, and non-transferable. The User undertakes to take all useful measures to ensure the confidentiality of their Access Codes and to inform the Company immediately in the event of unauthorized use of their Access Codes. The Company's liability cannot be engaged in the event of fraudulent use of the Site or a User's account by a third party, unless it is demonstrated that it committed a fault in security. The User shall, furthermore, ensure they disconnect at the conclusion of each connection to their account.

7.3 If the User does not log in to their account for a period of thirty-six (36) consecutive months, the Company may suspend or delete this account in order to ensure the protection of the associated personal data.

7.4 The Company may also restrict, suspend, or delete a User's account in the event of a violation of these T&Cs or the laws and regulations in force, and this without the User being able to claim any compensation on this basis.

8. CANCELLATION OR MODIFICATION OF THE ORDER

8.1 Within 7 days from the date the Order was placed, the User may obtain the cancellation or modification of their Order subject to respecting the following cumulative conditions:

- The Order was placed less than 7 days ago;
- Compliance with the cancellation or modification conditions as referred to by the general terms and conditions of sale of the Carrier chosen by the User;
- The pickup of the Parcel by the Carrier, as indicated on the shipping label, is scheduled within a timeframe greater than or equal to 24 (twenty-four) hours at the time the cancellation request or modification request is sent by the User.

8.2 The User acknowledges, therefore, that no cancellation or modification likely to result in a refund may be claimed when the pickup of the Parcel by the Carrier is scheduled within a timeframe of less than 24 (twenty-four) hours at the time their cancellation or modification request is sent.

8.3 If the 24 (twenty-four) hour period begins to run on a non-business day, the cancellation or modification request must be made on the first preceding business day, subject to the fees charged by the Carrier.

8.4 To request the cancellation or modification of an order, the user must respect the following procedure:

- If the Parcel pickup date is at J+1, then the User can directly cancel or modify

their order via their customer account on the Site. The only exception to this rule concerns pallet shipments and courier services. The latter can only be canceled/modified by contacting Upela directly via telephone at the following number +33 (0) 1 78 76 79 79 or by completing the questionnaire available in the [Site's help center](#).

- If the Parcel pickup date is at J or J-1, then the User must contact Upela directly via telephone at the following number +33 (0) 1 78 76 79 79 or by completing the questionnaire available in the [Site's help center](#).

The Parcel shipping label must obviously not have been used by the User, otherwise cancellation/modification of the order is no longer possible.

8.4 If the User requests cancellation while respecting the conditions of article 8.1 of the GTC, they will be fully refunded the price paid during the Order within 10 business days. An email will then be sent to them to confirm the refund.

9. RATES – BILLING

9.1 Prices are calculated automatically using an algorithm that takes into account notably the type of transport chosen by the User (cheapest, fastest...), the type of shipment (courier, express, standard), the weight or dimensions of the Parcel, and the distance to be traveled between the pickup address and the delivery address. They include the Company's remuneration in consideration for the service.

9.2 The price applicable to the Order is the

one displayed on the Website at the time the User confirms the Order.

9.3 The price of the Order is indicated in euros, all taxes included, excluding any contribution to additional customs costs or specific packaging fees.

9.4 Where applicable, the price includes the cost of the ad valorem insurance taken out by the Company at the User's request.

9.5 The Company and the Carrier may charge the User additional costs and fees in the event of errors, in particular regarding the Parcel details provided at the time of the Order, as well as any applicable customs duties and taxes. Such additional costs and fees may be directly charged to the User using the payment method used for the Order. By accepting these Terms and Conditions, the User expressly authorizes such charge.

For this purpose, Upela uses the services of Stripe Technology Europe Limited, an electronic money institution authorized by the Central Bank of Ireland under number C187865 to provide electronic money services and payment services within the meaning of Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009, as amended, and Directive 2015/2366 of the European Parliament and of the Council of 25 November 2015, as amended. The User expressly accepts the terms and conditions of Stripe Technology Europe Limited upon confirmation of the Order.

9.6 The User has a period of sixty calendar days from the issuance of the invoice to dispute it with Upela via the contact form available in [the Website's help center](#), by providing supporting documents substantiating the claim.

10. PAYMENT CONDITIONS

10.1 In order for the Parcel's transport to be carried out according to the conditions provided in the Order, the User must pay in full the amount indicated on the day the Order is placed by the User, according to the following payment methods:

- By credit card; or
- By bank transfer.

During a payment by credit card, the debit will take place upon the validation of the online payment by the User. To this end, Upela utilizes Stripe Technology Europe Limited, an electronic money institution authorized by the Central Bank of Ireland under number C187865 for the provision of electronic money services and payment services within the meaning of Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 as amended and Directive 2015/2366 of the European Parliament and of the Council of 25 November 2015 as amended. The User expressly accepts [the T&Cs of Stripe Technology Europe Limited](#) at the time of the Order's validation.

10.2 In certain cases, and after agreement from the Company, a Professional User holding an account on the Site may have the option to pay at the beginning of each week or month an invoice corresponding to the total amount of Orders placed during the elapsed period. In this hypothesis, the Professional User must pay this invoice within a maximum period of thirty (30) net days and according to the following payment methods:

- By credit card;
- By monthly automatic debit from the

bank account for which the Professional User has provided details. For this payment method, the User will have previously completed and addressed a debit authorization to their bank. In the event of a SEPA transfer rejection, processing fees in the amount of fifteen euros excluding taxes (€15 HT) will be invoiced to the Professional User by Upela.

10.3 Within the framework of contractual relations with Professional Users, any delay in payment of all or part of a sum due at its maturity that is observed, except for a postponement requested in time and granted by the Company, will result in the immediate payment, without any formality on the part of the Company, of late interest equivalent to three times the legal rate. Furthermore, a User in a position of late payment is by right a debtor to the Company for flat-rate compensation for recovery costs of forty (40) euros. When the incurred recovery costs are higher than the amount of this flat-rate compensation, the Company is entitled to request additional compensation.

10.4 Finally, in the event of a payment delay, the Company may suspend, by operation of law, all ongoing services regardless of their nature and their level of progress. However, this suspension may not be considered a termination by the Provider, nor open any right to compensation for the Professional User.

10.5 A Professional User may, subject to acceptance by the Company, benefit from the "Credit account" option. This credit card payment method allows the User to credit their customer account and obtain additional credits at each recharge. The sums loaded, as

well as the offered credits, consist of a credit usable only to pay for shipments and invoices for the Professional User's customer account, valid for a period of twelve (12) months from the date of payment, and are non-refundable.

11. RIGHT OF WITHDRAWAL

11.1 Within the framework of contractual relations with Consumer Users and according to the terms of article L.221-28 of the Consumer Code, the services offered on the Site by the Company do not allow for the application of the right of withdrawal provided for in article L.221-18 of the Consumer Code regarding distance selling.

11.2 Consequently, the Consumer User expressly waives their right of withdrawal regarding any order placed on the Company's Site.

11.3 Accordingly, orders placed on the Site are exclusively subject to the cancellation conditions provided for in article 8 mentioned above.

12. LIABILITY

WARNING - DELIVERY RESERVATIONS - In the event of loss, damage, or any other damage to the Parcel or in the event of delay, it is the responsibility of the Recipient to make precise and duly substantiated reservations upon Delivery. Only such reservations made at the time of Delivery are likely to give rise to the presumption of liability of the Carrier. In the absence of such reservations, the User must provide proof of the existence of damages at delivery on the one hand, and that these originated from the transport executed by the Carrier on the other.

WARNING - DOMESTIC TRANSPORT

FRANCE/FRANCE - LIMITATION PERIOD - Within three (3) days, not including public holidays, or within ten (10) full calendar days from the receipt of the Parcel for the Consumer User, the Recipient must imperatively address their reservations to the Carrier, by formal legal notice or by registered letter. Failing this, any action against the Carrier and the Company for damage or partial loss will be inadmissible.

12.1 The User acknowledges that the Company does not intervene at any time in the Parcel transport process by the Carrier. The Company's services consist exclusively of providing the User with negotiated rates from Carriers and transmitting to the Carrier chosen by the User their Order as it was validated by them. The User also acknowledges that the detail of the Parcel transport offers proposed on the Site is provided exclusively by the Carriers, who will indemnify the Company in the event of a claim or recourse by a User concerning the presentation, content, or execution of the ordered offer.

12.2 The Carrier chosen by the User who carries out the Parcel transport is strictly liable for the total or partial loss and damage to the Parcel, as well as for delay, observed at delivery.

12.3 Toward the User, the Company is the guarantor of the Parcel's arrival within the timeframe determined in the transport contract and is responsible for total or partial loss and damage to the Parcel.

12.4 Only proven, direct, and foreseeable damages at the time of the contract's conclusion, and which are an immediate and direct result of non-performance, may result in compensation by the Company in accordance

with the common law rules set out in articles 1231-3 and 1231-4 of the Civil Code.

12.5 In all cases, except in cases of willful misconduct (dol) or inexcusable fault, notably of the Carrier, the Company's liability is limited to that incurred by the Carrier chosen by the User, by virtue of the Carrier's T&Cs accepted by the User, laws or regulations, or international conventions applicable to the transport contract.

12.6 The Company is partially or totally exonerated from its liability if it demonstrates that the non-performance or poor performance of the contract is attributable either to the User, to the recipient, or to the sender of the Parcel (if they are distinct from the User), to the unforeseeable and insurmountable act of a third party foreign to the provision of the service provided for in the contract, or in the case of force majeure.

13. GOODS INSURANCE

13.1 - The User may subscribe, during their Order, through the Company, to "ad valorem" insurance which aims to guarantee total or partial loss and damage to the Parcel, up to the value of the Parcel, independently of the conditions of the Carrier's and Company's liability.

13.2 The conditions of the "Cargo third party shipper" policy are brought to the User's knowledge before subscription and are downloadable from the Site.

13.3 The cost of insurance is brought to the User's knowledge, who has the option to subscribe to it or not during their Order.

14. ARCHIVING

14.1 Contracts concluded on the Company's website with a Consumer User (data relative to the User's orders and T&Cs in force on the day of the order) are archived for a period of ten (10) years from the execution of the service.

14.2 You may access archived contracts by completing a request via our contact form or by postal mail addressed to the following address: "Upela, 128 rue du Faubourg Saint-Honoré, 75008 Paris, France".

15. ACCESS AND USE OF THE SITE

15.1 The User accepts that the Company cannot guarantee continuous access to the Site insofar as this access depends on services provided by third parties. Access to the Site by the Company therefore constitutes a simple obligation of means. Within the framework of technical maintenance of the Site, access to the Site may be interrupted occasionally. Consequently, the Company's liability may not be engaged in the event of damage resulting from an unavailability of the Site or a problem connecting to the Site.

15.2 When using the Site, the User agrees not to:

- Collect and store personal data relative to other Site users;
- Hinder the operation of the Site;
- Harm the security of the Site;
- Usurp the identity of a third party;
- Send unsolicited emails.

16. INTELLECTUAL PROPERTY

16.1 All elements composing the Site, including texts, images, illustrations, photographs, databases, software, brands, trade names, logos, articles, and architecture (hereinafter the "**Site Content**") are protected by intellectual property law.

16.2 The Company authorizes the User to access and use the Site Content exclusively for private, non-commercial use.

16.3 Any reproduction, total or partial use, or extraction or reuse of the Site Content without the prior written authorization of the Company is prohibited and may be subject to legal proceedings.

17. HYPERTEXT LINKS TO OTHER WEBSITES

17.1 The Company may insert hypertext links on its Site pointing to third-party websites. In this case, Users acknowledge that the Company cannot be held responsible for either the content of these websites which they may access, or for other hypertext links present on these sites allowing access to other content on the internet network.

17.2 The Company will do what is necessary to remove any link to these third-party websites once their manifestly illegal, inaccurate, or inadequate nature has been established and communicated to it.

18. COOKIES

We invite you to consult our Cookie Policy available on the Site.

19. PERSONAL DATA

We invite you to consult our Privacy Policy concerning the protection of personal data available on the Site.

20. PARTIAL NULLITY

The nullity or inapplicability of one of the stipulations of the T&Cs will not lead to the nullity of the other stipulations which will retain all their force and scope.

21. APPLICABLE LAW - DISPUTES

21.1 These T&Cs are subject to French law.

21.2 In the event of a dispute between the Company and a Consumer User or a Non-Professional User, the latter must address a written claim to the Company. The Company and the User mentioned above will endeavor to find an amicable solution. In the absence of an amicable agreement, the Consumer User or the Non-Professional User will have the option to refer the matter free of charge to the consumer mediator under which the Company falls, namely the Association of European Mediators (AME CONSO) within a period of one (1) year from the written claim addressed to the Company by registered letter with acknowledgment of receipt. In such a hypothesis, referral to the consumer mediator must be made:

- Either by completing the form provided for this purpose on the AME CONSO website:
www.mediationconso-ame.conso;
- Or by mail addressed to "AME CONSO 197 Boulevard Saint-Germain, 75007 Paris".

Recourse to mediation is a right and not an obligation. The Consumer or Non-Professional User remains free to seize the competent courts instead of initiating a mediation procedure.

21.3. In the event of a dispute between the Company and a Professional User, the parties shall endeavor to reach an amicable settlement. Failing such amicable agreement, the dispute shall be subject to the exclusive jurisdiction of the Paris Commercial Court (Tribunal de commerce des activités économiques de Paris).