Terms of Service (English courtesy translation)

Version 12.4, courtesy translation of the French version applicable from October 1, 2026. Only the French version is binding: in case of divergence, the French version prevails (article 15.6 of the Terms of Service).

Publisher: WhoHeld, société par actions simplifiée unipersonnelle with a share capital of 1 000,00 euros, registered office 49 cours Mirabeau, 13100 Aix-en-Provence, France, Trade and Companies Register (RCS) Aix-en-Provence 130 164 783, VAT FR 06 130 164 783 (the "**Publisher**").

Contract between professionals. The Services are intended exclusively for professionals acting in the course of their business. The Order Form records the declarations establishing that the French Consumer Code (code de la consommation) does not apply; failing that, the Publisher provides the information and the withdrawal form required by that code.

Article 1. Purpose and documents

1.1 Purpose. The Publisher provides, as software as a service, the **WhoHeld** analytics platform (the "**Platform**") and the associated services (the "**Services**"), which report indicators on the commercial presence of products on online marketplaces. **The Order Form alone defines what is due**: features, Markets, Scope, Users, committed collection frequency (service level, article 6.2). A feature that does not appear in it is not due, even if the Platform offers it.

1.2 Documents. The contract (the "**Contract**") comprises, in decreasing order of precedence: the Order Form signed by both Parties, the Personal Data Annex (the "**Data Annex**"), these Terms of Service and their price schedule. The Client's purchasing conditions are not enforceable against the Publisher, unless accepted by the Publisher in writing.

1.3 Single basis. The Terms of Service and the price schedule, provided before any order, constitute the **single basis for commercial negotiation** (paragraph III of article L.441-1 of the French Commercial Code (code de commerce)); the Order Form constitutes the special conditions of sale.

1.4 Formation, in two stages.

a) Free evaluation. Opening a free access entails acceptance of **only articles 1.5, 2, 3.2, 3.3, 3.4, 3.6, 8.4, 15 and 16**, as well as **Part III of the Data Annex and its Annex 1** (sub-processors), together with the provisions of that annex to which Part III refers, which form, for the Users' data, the contract provided for in article 28 of Regulation (EU) 2016/679; during the evaluation, article B.3 of the Data Annex is replaced by the "At expiry" paragraph of article 1.5. Together, these provisions form the conditions of the evaluation, article 2 being included only to give meaning to the terms they use, without

extending the commitment beyond what those articles provide. Acceptance is given by ticking the box provided when the access is opened. **It binds only the company in whose name the access is opened, and for the evaluation only**: no use of the Platform, by any user whatsoever, constitutes acceptance of a paid commitment. **No other provision of these Terms applies during the evaluation**: nothing is due, no invoice is issued, no renewal occurs. Articles 15 and 16 apply as **general provisions necessary to frame the evaluation**: force majeure, subcontracting and hosting, assignment, commercial references, compliance and evidence, forms of notification, language, governing law and jurisdiction. **They create no commercial, financial or duration commitment, nor any paid subscription.** By way of exception, the references in article 15.5 to article 11.3 and in article 3.6 to article 7.3 do not apply during the evaluation: use manifestly contrary to article 3.6 or a breach of security allows the Publisher to interrupt the evaluation, and it may be terminated under the conditions of article 1.5.

b) Paid Services. The Contract is formed upon signature of the **Order Form by both Parties**, which entails acceptance of these Terms and of the Data Annex in their entirety. It alone defines what is due and starts invoicing. An electronic signature constitutes evidence.

1.5 Free evaluation. The Publisher may open for the Client, on a restricted scope indicated in writing when it is opened, a free evaluation (the "**free evaluation**" or "**trial**") during which it invites, alone and at its discretion, Users whose email address belongs to the domain of the Client's company or of a company of its group. **Each invited User has a personal access of fourteen (14) days** from his or her first login, which ends at midnight, Paris time, at the end of the fourteenth day; this access may be extended once in writing, **its total duration not exceeding sixty (60) days** from that first login. The accesses of several Users each run separately and may follow one another. **Opening an access for one User gives the Client no right to the opening of other accesses**, nor to the extension of an access, nor to their maintenance beyond the expiry date of each: the Publisher alone decides on each invitation and each extension. Where the scope includes Ask WhoHeld, it is opened only from the date it is made available (article 2 of the price schedule), and its use is limited, for each User, to **one hundred (100) questions for the entire duration of his or her access**, all Markets combined; unused questions are not carried over from one User to another. These conditions also cover the analyses and extracts provided before the access is opened.

Nothing is due, nothing is triggered. No payment, no tacit renewal, no direct debit, no exclusivity. **The evaluation never becomes a Contract**: subscribing requires a signed Order Form. The Client may end it at any time, by simple email; the Publisher may interrupt it only under the conditions of this article.

A service provided for testing purposes. The Services are provided without any commitment as to availability, timing, support or freshness, and without any obligation of result. **The Publisher nevertheless uses reasonable means to ensure that the Platform operates normally during the evaluation and to inform the Client of any known anomaly affecting the reading of the Results.** Some indicators are estimates, the scope is reduced and the history may be incomplete. The Results are a decision-making aid: the Client remains the sole decision-maker for its commercial and pricing actions. The Publisher may interrupt the evaluation for a technical or security reason, or in the event of use manifestly contrary to articles 3.2 or 3.6, informing the Client accordingly; other than in these cases, each access remains open until its expiry date.

Liability. The Publisher's obligation is limited to keeping the accesses it has opened open until their expiry date. For all causes and all damages combined, its liability in respect of the evaluation is limited to **one thousand (1,000) euros**. This limit does not apply in the event of fraud (dol), gross negligence (faute lourde), personal injury, breach of article 8.4, or for compensation due under Regulation (EU) 2016/679.

Use and confidentiality. Articles 3.2 (restrictions), 3.3 (disclosure of Results), 3.4 (artificial intelligence), 3.6 (use in compliance with competition law) and 8.4 (confidentiality, reciprocal) apply in full and **survive the end of the evaluation**, as do articles 15 and 16 for the purposes of those surviving provisions.

Personal data. The only personal data processed on behalf of the Client are those of its users: in particular surname, first name, professional email address, company, role and rights (exact inventory in table B.1 of the Data Annex). The Publisher processes them on the Client's instructions, solely for the purposes of opening and securing accesses and providing the evaluation Services, including service messages and requested alerts; it transmits them only to the sub-processors listed in Annex 1 of the Data Annex, and deletes them under the conditions below. In addition, on the basis of its legitimate interest and as controller, it processes the data necessary to support the evaluation, under the conditions of its Privacy Policy. **The Publisher requests no access to the Client's merchant account and processes no buyer or order data.** The Personal Data Annex, available at https://whoheld.com/trust/data-processing, details these commitments and is signed upon simple request.

At expiry. Each User's access closes on its own expiry date, and his or her User account is deleted within **thirty (30) days**, unless a subscription is taken out within that period. The evaluation ends when no access remains open, an invitation that has not been followed by a first login within fourteen (14) days no longer delaying its end: the data are no longer refreshed, and the remaining alert settings and User accounts are deleted within **thirty (30) days**, unless a subscription is taken out within that period; the scope settings established by the Publisher (references, categories and shelves tracked) are kept in non-nominative form. The Client keeps, for its internal use, the exports made during the evaluation.

Governing law and jurisdiction of the free evaluation

The evaluation is governed by French law. In the event of a dispute, the Parties shall seek an amicable solution within thirty (30) days of its written notification; failing that, and **subject to mandatory rules of jurisdiction**, **the Paris Economic Activities Court (tribunal des activités économiques de Paris), or the court succeeding it, has jurisdiction** (article 16).

This provision is reproduced here conspicuously, in accordance with article 48 of the French Code of Civil Procedure (code de procédure civile).

Article 2. Definitions

Term	Definition
Client	Legal entity identified in the Order Form or, during the free evaluation, the company in whose name the access is opened (article 1.4 a); subscribing for its own needs; together with the Publisher, the "**Parties**".

Term	Definition
User	Natural person, employee or agent of the Client or of a company which controls it, which it controls or which is under the same control as it within the meaning of article L.233-3 of the French Commercial Code (the Client's "**group**"), authorised by the Client by means of personal credentials attached to a professional email address of one of those companies. Each User has access to all the Markets subscribed by the Client.
Market	A country's marketplace, the unit of invoicing. The list of available Markets is **kept up to date by the Publisher** in the price schedule (article 1); only the Markets that appear there, and that are listed in the Order Form, may be subscribed.
Scope	Catalogue references and market segments tracked, defined in the Order Form. The number of catalogue references is not limited; neither this number nor that of the brands they cover has any effect on the Fees.
Features	The features listed in article 2 of the price schedule, in particular Hyper Care, the hero pack, the monthly business review (MBR), the annual negotiation pack and Ask WhoHeld. A "case" is the action record opened by the Platform on a reference.
Client Data	Data transmitted or configured by the Client: catalogue, seller roles, settings, User accounts, data on its business entered into the Platform.
Market Data	Data on the competitive environment **as collected**, from public sources and licensed providers: time-stamped observations of price, offer, Buy Box holder, rank or availability, at the level of the observation.
Results	What the Platform **produces** from the Market Data and reports to the Client: indicators, scores, shares, aggregated series, rankings, alerts, summary deliverables. **An export made available in the Platform is a Result**, including where it contains a seller name, a price and a date: what distinguishes a Result from Market Data is not its content, but the fact that it has been produced and selected by the Platform.
Fees	Sums due in respect of the Services, excluding set-up fees. For annual payment, the *Monthly Fee* is one twelfth of the annual fee.
Aggregated Statistics	Statistics derived from the use of the Services and from the Market Data, produced by means of a mechanism designed for anonymisation (thresholds and limits of article 8.3), **intended to be subjected to a documented re-identification test before any publication**, and **designed so as not to allow the identification** of a person, the Client, a User or a reference.

Article 3. Right of use

3.1 Extent. Subject to payment of the Fees, the Publisher grants the Client, for the duration of the Contract, a **personal, non-exclusive, non-transferable and non-sublicensable** right to use the Platform and the Results, for its internal needs and within the limits of the Order Form, without any assignment of intellectual property and subject to article 12.3. The Client may extend it to the companies it controls, which control it or which are under common control (article L.233-3 of the French Commercial Code), for which it is answerable. The browser extension, subject to these Terms of Service and described in the Privacy Policy, is installed under the Client's responsibility.

3.2 Restrictions. The Client and its Users shall not:

a) reproduce, adapt or decompile the Platform, except as permitted by article L.122-6-1 of the French Intellectual Property Code (code de la propriété intellectuelle); b) assign, rent, resell, make available to a third party or commercially exploit the Services, the Platform or the Market Data; c) **expose programmatic access to the Market Data to a third party** (relay interface, feed, replication, sub-account, intermediation), without prejudice to article 3.3; d) extract or reuse the content of the Publisher's databases, substantially or by repeated extractions (articles L.342-1 and L.342-2 of the same code); e) circumvent protection measures or volume limits, or access by unauthorised automated means; f) use the Market Data or the Results for a competing commercial offering during the Contract, excluding prior activities and internal tools.

3.3 Disclosure and internal use of the Results. Internal use includes the exploitation of exported Results in the Client's tools (business intelligence, spreadsheets, data warehouse, reporting tools), including by automated feeding from the exports made available. Such use is not programmatic access within the meaning of article 3.2.

The Client may disclose the Results, even regularly, to the companies of its group, to its advisers, to its e-commerce agencies and service providers and to its contacts within the marketplaces, on two conditions: they are **processed** and not raw or capable of reconstruction, and the recipient is bound by confidentiality equivalent to article 8.4. **It may not, however, open access to the Platform to a third party**, including its own customers; such an extension requires a separate contract. **Only its employees and the service providers acting solely for its needs may be designated as Users, to the exclusion of agencies serving other clients**, to which processed Results may, however, be disclosed under the conditions above.

Examples, given by way of illustration and not limitation (the criterion remains the one stated above):

Item	Client's internal use	Disclosure to an authorised third party	Internal artificial intelligence tool (article 3.4)
Indicator aggregated by reference, holding share, score, ranking	Yes	Yes	Yes
Summary deliverable (monthly review, annual negotiation pack)	Yes	Yes	Yes
Line-by-line, time-stamped price or holding series, per seller	Yes	No (capable of reconstruction)	No (equivalent to Market Data)
Full export of the tracked scope	Yes	No	No

The first column is not a tolerance: it is the right of use itself. Article 12.1 allows export at any time and free of charge, and article 12.3 extends it by a perpetual licence on the exported Results relating to the Client's catalogue. What this article governs is the **release** of the Results (to a third party or to an artificial intelligence tool), never their internal exploitation.

In case of doubt about a deliverable, the Client may ask the Publisher for a written qualification, which is provided free of charge.

3.4 Artificial intelligence. The Client may submit the Results to the artificial intelligence tools it uses for its internal needs, subject to a twofold condition: that the data are not used to **train, fine-tune or evaluate a public or pooled model**, and that they are not redistributed to third parties outside article 3.3. The Client shall not, however, provide the **Market Data** to any third-party artificial intelligence system whatsoever. **It ensures that its Users submit to these tools only Results whose use is authorised by this article**, to the exclusion of exports or datasets allowing a substantial reconstruction of the Market Data; the table of examples in article 3.3 serves as a reference. Reciprocally, **the Publisher shall not train a model on the Client Data of one Client for the benefit of another**; only the Aggregated Statistics are used to improve the Services.

3.5 Certification and non-exclusivity. Upon reasoned written request, no more than once a year, the Client provides the information reasonably necessary to verify compliance with articles 3.2 and 3.3, on which compliance with the Publisher's licences depends. This information is provided subject to confidentiality and **without access to the Client's systems**. The Publisher freely serves any other client, including a competitor of the Client, without exclusivity of sector, category or territory; article 8.4 and the segregation of data apply without reservation.

3.6 Use in compliance with competition law. The Services are an instrument for observing public facts. The Client shall not use them to: impose or enforce a fixed or minimum resale price, or an unlawful minimum advertised price; threaten, penalise, reduce discounts, restrict the supply of a reseller or terminate a commercial relationship **because of its resale price**; coordinate a pricing policy with a competitor; unlawfully restrict passive or cross-border sales; or pass non-public commercial intentions of a competitor through the Services. **In the event of use manifestly contrary to this article, the Publisher may suspend access under the conditions of article 7.3.** The Client remains responsible for the lawfulness of its downstream decisions and uses, without prejudice to the Publisher's own obligations relating to the design and provision of the Services.

Article 4. Scope and overruns

The Order Form sets the Scope, that is to say the brands and categories whose catalogue references are tracked, **with no limit on the number of references**, and, in Lead and Lead+, the market segments tracked (the number of Users also being unlimited, article 1 of the price schedule), as well as the committed collection frequency (the minimum number of observations guaranteed per month for the tracking level subscribed, article 6.2); the Publisher monitors its actual use. **This committed frequency is a service level due to the Client: it determines neither the sources, nor the method, nor the actual schedule of the collection pooled between Clients, which remain determined by the Publisher alone (Data Annex, article A.1).** If the Client has market segments tracked beyond those listed in the Order Form, it has fifteen (15) days after being informed to return to the subscribed scope or to subscribe the segment extension at the current rate (article 5 of the price schedule); failing that, the Publisher may invoice the extension pro rata or technically bring the use back to the subscribed scope.

Article 5. Provision of the Services

5.1 Best-efforts obligation. The Publisher is bound by a **best-efforts obligation (obligation de moyens)** and guarantees no commercial result, subject to article 6. It informs the Client of any significant

difficulty, of any change altering the scope of the Results and of the methodological limits affecting the interpretation of an indicator. **The Results, including any prioritisation, any flag, any suggested action and any estimate or prediction they contain, constitute a decision-making aid: the Client remains the sole decision-maker for its commercial and pricing actions, and solely responsible for the decisions it takes, including on the basis of the Results.** Estimates and predictions are probabilistic indicators, flagged as such in accordance with article 5.2, with no guarantee of accuracy or completeness; a realisation rate observed over a past period is no indication of future periods and creates no service level within the meaning of article 6. **The Services trigger no automated action on the Client's sales channels: no change of price, offer or content is executed by the Platform, whatever the estimate or prediction displayed. Ask WhoHeld's answers are generated automatically by an artificial intelligence system from the Results; they may be inaccurate or incomplete and do not constitute certified Results: only the indicators displayed in the Platform are authoritative.** An update to a case proposed by Ask WhoHeld applies only after explicit confirmation by the User.

5.2 Origin of the data and limits. The Market Data come from publicly accessible sources and licensed providers; the Publisher warrants that it holds the rights necessary to provide the Services, on the terms of article 13.4, and alone bears the relationship with those providers, with which the Client has no relationship. The Client is informed that:

- the Results are based on observations at a **given frequency**, not on continuous capture; the Platform displays the freshness and coverage of each indicator;
- certain indicators, flagged as such, derive from **estimation methods** based on indirect indicators and not on published sales;
- amounts in several currencies are **neither converted nor consolidated**;
- the Results **are no substitute** for the Client's own data or for the information of the marketplaces.

5.3 Dependence on a provider. If a provider terminates the Publisher's licence, substantially modifies its terms or durably interrupts its service, making an indicator of the Order Form impossible, the Publisher informs the Client **within five (5) business days of becoming aware of the event** and seeks a substitute source. The Client may then terminate without compensation, with pro rata refund, and obtain the export provided for in article 12, including for the prior period. **This option is the only consequence of such an event, to the exclusion of any compensation.** The commercial termination of a data supply contract **is not a case of force majeure** (article 15.1).

Article 6. Service levels and credits

6.1 Availability. The Publisher commits to **99% per calendar month**, measured on accesses to the interface by a **monitoring tool external to the Platform**, which the Publisher sets up no later than the effective date of the first Order Form and whose records, kept for twelve (12) months, are provided on request and may be contradicted by the Client's measurements. Excluded are scheduled maintenance, announced 48 hours in advance and carried out between 10 p.m. and 6 a.m. (Paris time), and emergency security maintenance, within the respective limit of four (4) and two (2) cumulative hours per month; beyond that, the unavailability is counted. Also excluded is any cause external to the Publisher's infrastructure, in particular the act of the Client, of its network, of a third party acting for it, of upstream networks, or force majeure.

6.2 Freshness. Over a calendar month, **at least 95%** of the catalogue references of the Scope reach the **minimum number of observations** stipulated in the Order Form for their tracking level; the hero pack references are assessed separately, under the conditions of article 3 of the price schedule. A reference is deemed compliant as soon as that number is reached, whatever the distribution of the observations over the month; the Publisher provides the measurement on request, no more than once a month. Market watch (market segments of the Scope) follows its own, significantly less frequent, cadence: **no daily or intraday freshness commitment applies to it**. Excluded from the commitment and from its denominator, and flagged as such, are references whose collection is prevented by a cause external to the Publisher, in particular the modification or disappearance of a listing, a block by the marketplace, the unavailability of a provider or an erroneous reference.

6.3 Support. contact@whoheld.com, Monday to Friday from 9 a.m. to 6 p.m. (Paris time), excluding French public holidays and closures announced fifteen (15) days in advance. The severity levels, their definition and the response times are set by the **support grid in article 9 of the price schedule**. **Only the response times in that grid constitute a commitment**; restoration times are targets, and the Publisher gives notice as soon as it anticipates being unable to meet one. Shorter response times, a priority channel and extended hours fall under the so-called Enterprise offering and are stipulated in the Order Form.

6.4 Compensation. Where a threshold of articles 6.1 or 6.2 is not met over a month, **the Client may request in writing an extension of its subscription**, granted free of charge:

Finding for the month	Extension
Availability between 98.0% and 99.0%	2 days
Availability below 98.0%	5 days
Freshness below 95%	2 days

Extensions are cumulative within the limit of **five (5) days per month** and postpone the end of the current period accordingly.

If the Contract ends before the extension can be exercised, or if the Client so requests, it is converted into a credit of equivalent value, set off against the next invoice or refunded within thirty (30) days.

The compensation constitutes the Client's **flat-rate and exclusive indemnity** in respect of articles 6.1 and 6.2, **except in the event of fraud or gross negligence of the Publisher**. If availability is below 95% for three (3) consecutive months, the Client may terminate without compensation, with effect at the end of the month following notification, with pro rata refund.

Article 7. Access and security

7.1 Client. Access is by **personal** credentials, which the Client protects and for whose use it is answerable. It activates two-factor authentication when offered, revokes the accesses of departing persons without delay, reports any unauthorised use within forty-eight (48) hours and refrains from any unauthorised penetration testing. It designates at least one administrator User, who invites and removes Users from the Platform where the Platform allows it, failing which by written request to the Publisher;

these actions are logged and the Publisher is informed of them. The Client keeps the list of its Users up to date and is answerable for the presence among them of any person who has left its group or no longer needs to access the Services.

7.2 Publisher. The Publisher implements appropriate technical and organisational measures, including encryption of data flows, segregation of data between clients and logging of administrative operations, detailed in the **Security annex** of the Data Annex, which forms part of the Contract. It may modify them only in an equivalent or higher direction; any change lowering the level of protection is notified thirty (30) days in advance and, if substantial, gives rise to a right of termination without compensation within thirty (30) days, with pro rata refund. Except for personal data breaches, which are governed by the Data Annex, it informs the Client **no later than five (5) business days after its qualification** of any **significant and lasting** incident affecting the integrity, accuracy or availability of the Results concerning the Client, and indicates the corrective measures.

7.3 Suspension. The Publisher may suspend access in the event of a proven threat to security, of use manifestly contrary to articles 3.2 or 3.6, or of non-payment; except in a security emergency, it is preceded by a formal notice that has remained without effect for fifteen (15) days. Suspension does not constitute termination, does not suspend payment and ends as soon as its cause ceases.

Article 8. Data, rights and confidentiality

8.1 Client Data. The Client Data are the **exclusive property of the Client**, which grants the Publisher, for the duration of the Contract only, a non-exclusive licence to host, reproduce, process and display these data, **strictly limited to the performance of the Services**, including support, backup and security. **This licence automatically ends at the end of the Contract**; the Publisher refrains from any subsequent use, subject to article 12, to legal retention obligations, to the processing for which the Data Annex makes it the controller and to backups purged according to their cycle. The Client warrants that it holds the necessary rights to these data.

8.2 Publisher's rights. The Publisher holds, or is licensed, the copyright in the Platform, its interfaces and its code, the database producer's right in the databases it builds (articles L.341-1 et seq. of the French Intellectual Property Code) and trade secret protection over its analysis methods (articles L.151-1 et seq. of the French Commercial Code). The Results are produced by the Publisher, the Client acquiring a right to use them within the limits of articles 3 and 12.3. This article confers **no exclusive right over raw data freely accessible to the public**, which everyone remains free to collect by their own means.

8.3 Aggregated Statistics. The Publisher may produce and exploit Aggregated Statistics to improve the Services and publish market analyses, no publication being based on fewer than **five (5) clients or five (5) distinct brands**, nor on a level of granularity at which one of them would represent **eighty-five percent (85%)** or more of the total observed, this second threshold preventing a formally sufficient count from nonetheless allowing the identity of a dominant player to be reconstructed. It publishes no analysis covering a category in which the Client is active without its prior written consent, nor any data allowing it to be identified. **Furthermore, the Aggregated Statistics may neither incorporate nor reveal, directly or indirectly, future commercial intentions or non-public commercially sensitive information of one Client for the benefit of another Client or of a competitor; any cross-client statistic is subject to sufficient aggregation and age in view of the concentration of the market and the sensitivity of the information concerned.**

8.4 Confidentiality. Each Party refrains from disclosing the other's confidential information, protects it at least as it protects its own and uses it only for the performance of the Contract, during the Contract and for **five (5) years** after its end, without limit of time for trade secrets. Excluded is information that is public without breach, already known, lawfully received from a third party not bound by secrecy, or independently developed; in the event of an order from an authority, the Party required to disclose informs the other without delay, to the extent permitted by law.

8.5 Developments and feedback. Unless otherwise stipulated in the Order Form, developments carried out at the Client's request remain the property of the Publisher, which may integrate them into its standard offering, the Client benefiting from them at no extra cost; the Publisher freely exploits the Client's suggestions that contain no Client Data and no confidential information.

Article 9. Financial terms

9.1 Fees and taxes. The Services are invoiced per **Market** and per month according to the price schedule and the Order Form, **in euros and excluding taxes**; set-up fees are invoiced once if the Order Form so provides. VAT follows the rules applicable to the Client's place of establishment: if the Client is registered for VAT in another Member State of the European Union, it is invoiced exclusive of tax and **self-accounts for the tax (reverse charge)**, provided it communicates a valid identification number; outside the European Union, it is invoiced outside the scope of French VAT. Any withholding tax is borne by the Client and increases the payment accordingly.

9.2 Invoicing and payment. Monthly invoicing in advance; for annual payment in advance, the invoice is issued on the effective date of each period. Invoices are transmitted electronically on the dates and in the forms provided for by the regulations, the Client communicating the details of its receiving platform and its SIREN number. They are payable **thirty (30) days from the invoice date**, within the limit of paragraph I of article L.441-10 of the French Commercial Code; **no discount is granted for early payment**; the reduction attached to an annual commitment, which is not a settlement discount, appears in the price schedule. Any dispute is sent in writing and substantiated within thirty (30) days, without authorising the withholding of undisputed sums.

9.3 Late payment. Any late payment automatically entails, without formal notice, **penalties** at the most recent refinancing rate of the European Central Bank plus **ten (10) percentage points** and a **flat-rate indemnity of forty (40) euros per unpaid invoice** for recovery costs (paragraph II of article L.441-10 and article D.441-5 of the French Commercial Code), without prejudice to additional compensation on supporting evidence. After a formal notice that has remained without effect for fifteen (15) days, the Publisher may suspend the Services (article 7.3).

9.4 Change of circumstances. By way of exception to the cap in article 10, if the cost of acquiring the Market Data increases by more than **thirty percent (30%)** during a contractual period as a result of a provider's decision, the Parties renegotiate in good faith within thirty (30) days; failing agreement within sixty (60) days, each may terminate without compensation, with pro rata refund. The Parties exclude article 1195 of the French Civil Code (code civil) in favour of this mechanism.

Article 10. Changes to the service, prices and Terms of Service

The Publisher gives the Client the benefit of changes to the Platform at no extra cost and may modify the features to improve them or adapt them to a technical, regulatory or data source constraint. Changes affecting the Contract follow the table below.

Change	Notice	Client's right
Removal of a substantial feature of the Order Form	60 days, or without delay upon knowledge if a provider or a marketplace imposes it with shorter notice	Termination without compensation in writing within 30 days, pro rata refund, reversibility under article 12
Revision of the price list, once per twelve (12) month period, **capped at the higher of two values: the change in the Syntec index or five percent (5%)**	60 days before entry into force; effective at the next renewal	Termination in writing within 30 days of notification, without the notice period of article 11.2 being enforceable
Modification of the Terms of Service: **none before the 3rd month**, nor before the end of an ongoing annual commitment	60 days before entry into force; effective at the next renewal. Upon notification if a law, an authority or a provider imposes it	If it adversely and substantially affects its rights: termination without compensation in writing within 30 days

---

Article 11. Term, termination and survival

11.1 Term. The Contract takes effect on the effective date stipulated in the Order Form (failing which, on the date of its signature) and is tacitly renewed **monthly**, unless a different term is stipulated in the Order Form.

The Client may opt for an **annual commitment with annual payment in advance**, which entitles it to the reduction set out in the price schedule; the Contract is then tacitly renewed for periods of twelve (12) months.

11.2 Expiry. In the absence of an annual commitment, each Party may end the Contract in writing: the Client **at any time, with effect at the end of the current month**, without notice; the Publisher **subject to sixty (60) days' notice**, with effect at the end of the month in which that notice expires. No compensation is due.

In the case of an annual commitment, termination takes effect at the end of the current period, in writing **at least one (1) month** in advance; **the Publisher sends a written reminder thirty (30) days before that deadline**. Failing a reminder within that time, the Client may terminate at any time until the expiry of a period of fifteen (15) days following receipt of a reminder; the termination then takes effect at the end of the period or, if that has passed, at the end of the current month, the sums paid for the unperformed period being refunded pro rata.

All of the above is without prejudice to article L.442-1 II of the French Commercial Code.

11.3 Breach and insolvency proceedings. In the event of serious breach, the other Party may terminate automatically fifteen (15) days after a formal notice sent by registered letter has remained without effect; where the Publisher is at fault, it refunds pro rata, within thirty (30) days, the period paid

for and not performed. In the event of safeguard, receivership or compulsory liquidation proceedings (sauvegarde, redressement or liquidation judiciaire), the fate of the Contract is governed by articles L.622-13, L.631-14 and L.641-11-1 of the French Commercial Code: **no termination may result solely from the opening of the proceedings**, the Publisher retaining the option to suspend for non-payment of post-opening claims.

11.4 Effects and survival. At the end of the Contract, the right of use ceases and accesses are closed, subject to article 12; sums that have fallen due remain payable. Articles **1.5, 2, 3.2, 3.3, 3.4, 3.5, 3.6, 6.4, 8, 9, 11.4, 12, 13, 14, 15 and 16** survive for their own duration, article 8.3 insofar as it authorises the continued exploitation of Aggregated Statistics compiled before the end.

Article 12. Reversibility and continuity

12.1 Export. The Client may at any time export from the Platform, free of charge, its Client Data and the Results concerning it, in a structured and commonly used format (CSV or equivalent); the datasets exportable from the interface are indicated there. For **thirty (30) days** after the end of the Contract, these accesses are maintained and the Publisher provides, upon written request and within fifteen (15) business days, a full export with a description of the fields; more extensive migration assistance may be ordered on the basis of a quotation. **Reversibility is subject to no condition other than payment of sums due and undisputed.**

12.2 Deletion. At the end of that window, the Publisher deletes the Client Data from its production environments within thirty (30) days, then from its backups within ninety (90) days, keeping only what a legal obligation requires; it provides on request a **written certificate of deletion**.

12.3 Perpetual licence on the exported Results. By way of derogation from articles 3.1 and 11.4, the Publisher grants the Client a **perpetual, irrevocable, worldwide and royalty-free** licence to use, for its internal purposes, the Results relating to its own catalogue exported during the Contract or upon exit. It is granted **as is**, without guarantee of accuracy or obligation to retain or provide a copy, and covers neither redistribution to third parties outside article 3.3, nor raw or reconstructable Market Data, nor the Results of market watch (market segments of the Scope). **It ceases only for those Results whose deletion is required by a supervisory authority or by a data subject's right to object** (article A.4 of the Data Annex).

12.4 Cessation of the Publisher's business. In the event of cessation of business, dissolution or compulsory liquidation, the Publisher or its representative notifies the Client without delay and read and export accesses are maintained for **ninety (90) days**. During that period, the Client exports **from the interface** the datasets indicated there (article 12.1), and the full export is provided to it **upon written request, within fifteen (15) business days**; it is the Client's responsibility to keep a copy.

Article 13. Liability and warranties

13.1 Excluded damages. In consideration of the price of the Services, the Publisher does not compensate, **whatever their qualification, direct or indirect**: loss of turnover, margin, profit, customers or contract, damage to image, loss of opportunity, the cost of a substitute service beyond the price of the Services, or judgments against the Client in favour of third parties. Article 13.3 remains reserved.

13.2 Cap. Each Party's liability, for all causes and all damages combined, is limited to the **amount, excluding taxes, of the Fees actually paid by the Client during the twelve (12) months preceding the event giving rise to liability**, without being less than **three (3) months of Fees**; this cap is assessed per contractual year and does not apply to the Client's payment obligation. A higher cap may be agreed in the Order Form.

13.3 Exclusions from the cap. Articles 13.1 and 13.2 do not apply, **without limit of amount**, in the event of fraud or gross negligence, of death or personal injury, of infringement of the other Party's intellectual property rights, or of a breach giving rise to compensation under article 82 of Regulation (EU) 2016/679. Nor do they apply in the event of breach of article 8.4, but **within the limit of twice the cap of article 13.2** in that case only.

13.4 Warranties. The Publisher indemnifies the Client against any third-party claim based on the infringement of an intellectual property right **by the Platform**, provided that the Client informs it without delay, leaves it the conduct of the defence and admits no liability. The Publisher may then, at its option and at its own expense, obtain the right to continue the exploitation, make the Platform non-infringing, substitute the source or terminate, refunding the unperformed period within thirty (30) days. It likewise warrants that it holds, over the **Market Data**, **the rights necessary to provide the Services and to grant the right of use under article 3, and to that extent only**: this warranty confers on the Client no right over the Market Data beyond what article 3 grants it, and does not constitute a warranty of a use that articles 3.2 and 3.3 exclude. These same remedies are then its only obligation, within the limit of the cap of article 13.2. The warranty does not apply if the claim results from non-compliant use, unauthorised modification or a combination with elements it did not provide. The Client reciprocally indemnifies the Publisher against any third-party claim resulting from the Client Data or from non-compliant use.

13.5 Insurance. The Publisher takes out, no later than the effective date of the first Order Form, a professional liability insurance policy with a company of recognised solvency and maintains it during the Contract; the amount of cover and a certificate are provided on request, no more than once a year.

Article 14. Personal data

Each Party complies with the applicable regulations, in particular Regulation (EU) 2016/679 and the amended French Law No. 78-17 of 6 January 1978 (loi Informatique et Libertés).

The Publisher requests no access to the Client's merchant account and processes no buyer or order data; collection is carried out from outside. This results in the following allocation, detailed in the **Data Annex**, which forms part of the Contract: for **market data and data on third-party sellers**, the Publisher is **controller** on its own account and alone bears responsibility for the sources, the methods and the actual frequency of observation, the retention periods and the requests of data subjects, **the Scope subscribed by the Client (article 2) relating only to what is reported to it, not to that determination (Data Annex, article A.1)**; for **User accounts**, it is **processor** (article 28 of the GDPR) for the management of accounts, rights, authentication and support, and **separate controller** for security, logging, incident detection and the usage measurement necessary for invoicing.

Any change that would lead it to process buyer data on behalf of the Client is the subject of an amendment to the Data Annex; for its own needs, it is controller in accordance with its Privacy Policy.

Article 15. General provisions

15.1 Force majeure. Neither Party is liable for a failure due to a case of force majeure (article 1218 of the French Civil Code), and it informs the other without delay; if the impediment lasts more than sixty (60) days, each Party may terminate in writing, without compensation. The commercial termination of a data supply contract is not a case of force majeure and falls under article 5.3.

15.2 Subcontracting and hosting. The Publisher may use subcontractors, remains responsible for their performance and passes on to them the obligations of articles 7.2 and 8.4; those that process personal data are listed in the Data Annex. It informs the Client of any change of host or of location of the Client Data, **thirty (30) days in advance if planned, without delay if imposed**; **if the hosting leaves the European Union**, the Client may terminate without compensation, with pro rata refund, within thirty (30) days.

15.3 Assignment and change of control. Neither Party may assign the Contract without the prior written consent of the other, except to a company of the same group or in a restructuring, if the assignee offers equivalent guarantees. In the event of assignment or change of control of the Publisher (article L.233-3 of the French Commercial Code), the Publisher informs the Client within fifteen (15) days and **the Client may terminate without compensation, in writing within thirty (30) days, with pro rata refund**, in particular if the acquirer is one of its competitors or a company linked to a tracked marketplace.

15.4 Commercial references. The Publisher cites the Client's name, trademark or logo among its references **only with its prior written consent**, given in the Order Form or separately and withdrawable at any time without reason, the reference then being withdrawn within thirty (30) days; any testimonial, case study or communication including figures requires separate consent.

15.5 Compliance and evidence. Each Party declares that it does not appear on a financial sanctions list of the European Union, the United Nations, the United Kingdom or OFAC, nor is controlled by a person appearing on one, and complies with the regulations on sanctions, export control and the fight against corruption; any breach is a serious breach within the meaning of article 11.3. The Platform's technical logs, connection records and electronic exchanges are authoritative between the Parties, unless proven otherwise.

15.6 Miscellaneous. The Contract creates no partnership, mandate, agency or employment relationship; failure to rely on a provision does not constitute a waiver; if a provision is void, the others remain in force and the Parties replace it in good faith with a provision of equivalent effect. It expresses the entire agreement of the Parties on its subject matter. The Terms of Service are drafted in French, translations are for information purposes and **the French version prevails**. Notifications are sent by registered letter, on paper or electronic, to the addresses in the Order Form; day-to-day exchanges may be electronic.

Article 16. Governing law and jurisdiction

The Contract is governed by **French law**, excluding conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).

In the event of a dispute, the Parties shall seek an amicable solution within thirty (30) days of its written notification; **this prior step does not preclude protective or urgent measures, nor an order for payment procedure (injonction de payer)**.

Failing agreement, **the Paris Economic Activities Court (tribunal des activités économiques de Paris), or the court succeeding it, has sole jurisdiction**, including in the event of multiple defendants, third-party claims for indemnity or urgent proceedings, subject to mandatory rules of jurisdiction (in particular those that allocate actions based on article L.442-1 of the French Commercial Code to specialised courts, of which Paris is one) and to the ordinary rules of law if the Client is not a trader (commerçant).

This clause is reproduced very conspicuously **in the Order Form** for the paid Services, and **in the box appearing in article 1.5** for the free evaluation, in accordance with article 48 of the French Code of Civil Procedure.

End of the courtesy translation of the Terms of Service, version 12.4. The French version prevails.