

TERMS AND CONDITIONS OF SALE AND USE FOR THE WWW.PROCSEA.COM WEBSITE

FOREWORD

Procsea SA, a public limited company having its registered office at Avenue d'Ouchy 4, 1006 Lausanne – Switzerland ("Procsea"), publishes and manages the internet platform at www.procsea.com.

IMPORTANT

By using the Website, Website Users unconditionally and fully accept these Terms and Conditions of Sale and Use ("TCSUs").

ARTICLE 1. DEFINITIONS

In these TCSUs, the following terms shall have the following meaning:

- **"Buyer"** means any person holding a Procsea Account and recognised as a Buyer under article 5 hereafter.
- **"Insurer"** means the credit insurance provider to whom Procsea has outsourced the provision of the Insurance Service.
- **"Specifications"** means the quality standard reference document available on the Website, which defines the quality criteria that Sellers must comply with in order to sell their Products via the Website.
- **"TCSU"** means these Terms and Conditions of Sale and Use, including:
 - the Terms and Conditions of Use of the Website defining the conditions governing use of the Website by any Website Users, and
 - the Terms and Conditions of Sale governing the use of the Services by the Buyers, in particular the way Orders may be placed with Sellers via the Website.
- **"Order"** means the sales agreement concluded via the Website or by phone between a Seller and a Buyer for the purchase of Products.
- **"Account"** means the personal space granted to each Buyer on the Website.
- **"Agreement"** means the set of binding documents governing the use of the Services by the Sellers, including Procsea's Terms and Conditions of Service, hereafter referred to as **"TCS"**.
- **"Data"** means all the information, texts, logos, trademarks, animations, drawings and models, photographs, client data, hypertext links, and more generally, any item or content uploaded to the Website according to the procedures, formats and conditions defined under the Services, i.e.
 - for each Buyer, on their Account under **"Buyer Data"** and
 - for each Seller, on their Personal Space, under **"Seller Data"**.
- **"Insurance Coverage"** means the maximum cumulative sum of the amounts due by a Buyer for Orders placed, that the Insurer is willing to cover.
- **"Personal Space"** means the personal space granted to each Seller on the Website.
- **"Party/Parties"** means the Buyers, Sellers or Website Users and/or Procsea.
- **"Products"** means all the seafood products offered for sale by the Sellers and available on the Website.
- **"Services"** means all the services made available to Sellers and Buyers by Procsea.
- **"Market Place Service"** means the Service whereby Procsea makes available (i) a Personal Space which each Seller can use to offer their Products to the Buyers and (ii) a Buyer Account which Buyers can use to buy Products from the Sellers on the Website.
- **"Ancillary Services"** means the mandatory ancillary services provided by Procsea, which supplement the Market Place

Service. The Ancillary Services include the Delivery Service, the Insurance Service and the Billing Service.

- **"Insurance Service"** means the credit insurance taken out by Procsea for the Sellers, which covers each Seller against unpaid Orders and determines the maximum authorised Coverage for each Buyer.
- **"Billing Service"** means the Service whereby the Sellers entrust Procsea with the issuing of bills in Procsea's name and on their behalf for Orders placed. It also means the proxy whereby Sellers entrust Procsea with the establishment of a monthly sales summary as defined under BOI-TVA-DED-40-10-10-20180207 § 230 (Official Journal of French Tax Provisions).
- **"Delivery Service"** means the Service whereby the Sellers entrust Procsea with the organisation of the delivery of the Products sold via the Website.
- **"Recovery Service"** means the Service whereby Procsea entrusts Webhelp with the crediting and recovery of sums billed for each Order.
- **"Currency Risk Hedging Service"** means the service subscribed by Procsea for the benefit of the Sellers in order to protect the transactions made through the Website from currency fluctuations.
- **"Website"** means the website available at www.procsea.com, which hosts all the pages, services and features provided by Procsea to its Website Users.
- **"Territory"** means the countries recognised by Procsea, in which the Products ordered on the Website can be delivered.
- **"Website User"** means any person who accesses and browses the Website, including the Buyers and Sellers.
- **"Seller"** means any person who has been granted a Personal Space and who is recognised as a Seller under the Agreement.
- **"Webhelp"** means Webhelp Payment Services France SAS.

ARTICLE 2. PURPOSE

These TCSUs aim to:

- define the rights and obligations of the Parties with regard to use of the Website,
- determine the terms and conditions under which Buyers can access the Services,
- determine the respective rights and obligations of the Buyers, Sellers and Procsea arising from the use of the Services, and in particular, from the placing of Orders by Buyers for Products sold via the Website.

Each Buyer is hereby clearly informed and acknowledges that these Terms and Conditions of Sale and Use shall apply to any use of the Services whatsoever, including, in particular, the placing of Orders, and that any such use shall be deemed to imply the Buyer's unconditional acceptance of the TCSUs. The applicable TCSUs are those in force on the day when the Buyer places an Order.

These TCSUs shall apply to all the Services provided to Buyers, whose own terms and conditions and/or special terms and conditions of sale and/or purchase shall under no circumstance prevail over the TCSUs.

ARTICLE 3. BINDING DOCUMENTS

Procsea reserves the right to modify these TCSUs at any time. Any new provisions shall be notified to Buyers at least seven (7) working days before they come into force and shall automatically apply to the Buyers from the date of enforcement. Should any modification substantially prejudice a Buyer, the latter may, within thirty (30) days

from the date of enforcement of the modifications, terminate the Services in the conditions specified under article 17 hereafter.

The TCSUs in force can be accessed at any time on the Website.

ARTICLE 4. PROCSEA'S RESPONSIBILITIES

Website Users hereby acknowledge and accept that Procsea has different responsibilities in providing the Services and is therefore subject to several different legal statuses:

- within the remit of the Market Place Service, Procsea's responsibility consists in making available to the Website Users who are Sellers or Buyers a platform where they can sell and purchase Products,
- within the remit of the Ancillary Services supplementing the Market Place Service, Procsea acts on the Sellers' behalf to:
- issue the bills for the Orders received in Procsea's name and on the Sellers' behalf, and forward them to the Buyers,
- take out credit insurance on their behalf to cover the risk of defaulting Buyers,
- organise on their behalf the transport of the Products purchased on the Website, from the consolidated shipment platform to each Buyer's premises.
- Within the remit of the Recovery Service, Procsea contracts with Webhelp for the benefit of the Sellers

Subscription to these Ancillary Services is not optional; it is inseparable from the Market Place Service for both the Buyer and the Seller.

Procsea is not in any way the owner of the customers attached to the Sellers.

ARTICLE 5. REGISTRATION

5.1. Conditions

Any Website User may browse the public part of the Website without having to register. However:

- to be able to access the Products, place Orders and take advantage of the associated Services, Website Users must open an Account and be recognised as Buyers in the conditions defined under article 5 hereafter.
- to be able to offer their Products and take advantage of the associated Services, Website Users must open a Personal Space and be recognised as Sellers in the conditions defined in the Terms and Conditions of Service.

Sellers must be either natural persons with a recognised professional status or legal entities (i) registered in France with the Trade and Company Register or (ii) registered with a similar body in another jurisdiction, acting within the remit of their normal business activities as declared with the tax and social security contribution authorities.

Procsea reserves the right to request any supporting documentation for the said business registration, namely:

- a KBIS extract (in France), or (outside France) a certified copy of registration with a trade registry or an equivalent body, issued within the previous three (3) months;
- proof of identity of the person(s) duly representing the company;
- banking details for a bank located in one of the countries included in the SEPA (Single Euro Payment Area).

5.2. Opening a Buyer Account

To register on the Website, the Website User must contact Procsea and complete the form requesting the opening of an Account in the Buyer section of the Website and confirming acceptance of these TCSUs. The Website User is invited to read the TCSUs carefully and

download and print out a hard copy, and acknowledges and accepts that the TCSUs in force on the date of each Order shall apply to the said Orders.

The User will then receive an automatic acknowledgement of receipt sent to the email address provided in the registration form.

Procsea will check that the information provided by the Website User is valid, that the delivery address provided is located within the Territory and that the Website User is insurable. If this is the case, Procsea will configure the Website User's account and send an email confirming the opening of the Account. The Website User will then be recognised as a registered Buyer.

This will open a probationary period of sixty (60) days during which:

- the Buyer may purchase Products up to the temporary limit set by Procsea and specified in the Buyer's Account.
- Procsea will examine the Buyer's registration in detail, and ensure that the Buyer complies with their obligations hereunder. More specifically, Procsea will check the regularity of the payments made by the Buyer and the latter's business relationship with Procsea and with the Sellers.

If, at any time during the probationary period, the Buyer is found to be in breach of any of their obligations hereunder, Procsea may without notice close down the Buyer's Account. The Buyer will be informed by email and may submit a new request only subject to the conditions specified in article 17 hereafter.

Users hereby recognise and accept that Procsea reserves the right to confirm or reject any registration request and/or any probationary period without any further justification.

5.3. Accuracy of information provided

Buyers hereby undertake to provide any administrative documents that may be required by Procsea, on request, such as: a K-bis extract or any other proof of business registration issued within the previous three months, banking details, company financial statements, any documents requested by the providers of Ancillary Services and the Recovery Service, etc.

Each Buyer is entirely responsible for any information provided to Procsea on registration and for any information posted on their Account at any point in time. The Buyer guarantees that any such information is accurate and will notify Procsea immediately by email of any updates.

Should such information prove to be obsolete, incomplete and/or inaccurate, Procsea reserves the right to suspend the Buyer's access to their Account without further notice. Should the Buyer fail to respond to a request for alteration of the said information within fifteen (15) days of the request being sent by email, Procsea may terminate the Services under the conditions specified in article 17 hereafter.

Procsea reserves the right to check any information provided by the Buyer, at any time.

ARTICLE 6. ACCOUNT

6.1. Purpose

Each Buyer may use their Account to manage their Buyer profile and to display, manage and follow up their Orders.

Procsea will not vet any Account content prior to publication and Buyers retain full responsibility for the said content.

6.2. Identifiers

The identifiers used by each Buyer to access their Account are entirely personal and confidential. They may only be changed at the Buyer's own request or at Procsea's initiative. Buyers therefore undertake to keep their identifiers secret and to prevent any breaches of confidentiality. Each Buyer has full responsibility for preserving the confidentiality of their own identifiers and shall not hold Procsea liable for any breaches thereof.

Buyers shall have sole responsibility for the use of their identifiers. The Parties hereby expressly agree that any use of a Buyer's identifiers shall be deemed to be by the Buyer, who shall hold full liability for their use. In particular, any access to the Website from a Buyer's Account shall be deemed to have been made by the Buyer.

Each Buyer shall immediately notify Procsea in the event of any loss, theft or public disclosure of their Account and/or of their identifiers, and/or any unauthorised or fraudulent use thereof. Procsea will then generate new identifiers and/or will prevent access to the Buyer's Account.

As a general rule, each Buyer shall make every reasonable effort to prevent any unauthorised access or use of their Account, and shall notify Procsea immediately as soon as they become aware of such unauthorised access or use.

Buyers shall not assign their Account or their identifiers to any third party without Procsea's prior written consent.

6.3. Remedial Maintenance

Procsea will make every effort to remedy any internal malfunction of a Buyer's Account which is under Procsea's exclusive responsibility (see "Malfunction" hereafter) as follows:

Procsea aims to restore service or implement a replacement solution within forty-eight (48) hours of being notified of the malfunction by the Buyer concerned. A Malfunction is deemed to be "serious" if it prevents use of all or part of the Account's essential features.

Any other Malfunction, in particular preventing the normal use of all or part of the non essential features of the Website or of the Account or which can be circumvented in any way, shall be deemed not to be serious.

Procsea hereby undertakes to correct any non serious Malfunction as soon as possible.

Any remedial maintenance operation arising from a malfunction that may result from the following causes:

- the Buyer's failure to comply with their obligations hereunder, and in particular, their misuse of the Account or of the Services,
 - use of the Account or of the Services by an unauthorised third party,
 - the Buyer's failure to correctly train their staff,
 - insufficiently detailed error reporting to Procsea,
- may lead to specific billing.

Procsea provides a Buyer helpline available from 8 a.m. to 6 p.m. Monday to Friday, at the address provided on the Website.

ARTICLE 7. ORDERS

7.1. Information on the Buyer

Any information provided by the Buyer to the Sellers when placing an Order must be comprehensive, accurate and up to date. Sellers reserve the right to ask Buyers to confirm their identity, eligibility and any information provided, by any appropriate means.

7.2. Product description

The Sellers are entirely liable for the Products on offer, and more generally, for any content published on the Sellers' Personal Spaces.

Each Seller shall make every effort to display the main features of their Products as clearly and as accurately as possible, as well as any mandatory information that Buyers are entitled to access by law. Buyers undertake to read the said information carefully before placing an Order.

The Buyers hereby acknowledge and accept that each Seller is entirely responsible for categorising the Products displayed on the Website, both in terms of size and in terms of freshness (categories E+, E, A+, A, B, etc.). Each Buyer hereby acknowledges that they are perfectly aware of common practices, including those implemented in different locations, with regard to the said categorisation.

Unless otherwise specified on the Website, all the Products offered by a Seller shall be deemed to meet the Specifications and any European or national legislation currently in force.

7.3. Placing Orders via the Website

Buyers select their chosen Products by clicking on the Product description on the Website. Any Product thus selected will be reserved for the Buyer concerned, who may select as many Products as have been authorised within the limits of their Account. The Buyer may at any time display a summary of the selected Products and delete any Products by clicking on the "delete" button.

The Buyer determines the delivery date for the Products by selecting the appropriate option on the Website.

Once the Buyer has selected all the Products they want to order, they can click on the "Confirm" button to confirm their Order or leave the Order page. One Order per Seller is then automatically generated on the Website and sent to the Seller's Personal Space.

Buyers can display a detailed summary of their Orders on their Account at any time. The detailed summary shows the Products ordered, their price and any additional charges applicable, as the case may be, as well as the terms and conditions of delivery and expected delivery times.

Once the Buyer has placed an Order, it is up to the Seller concerned to deal with the Order immediately, in compliance with their obligations, in particular with regard to the quality and freshness rating indicated for their Products, and the delivery times specified on the Order.

7.4. Placing Orders by phone

Buyers may also place Orders for Products by phone with Procsea. An operator will help Buyers to select the Products by detailing the Products available on the Website and will register their Orders by phone.

Buyers will be able to check their Orders placed by phone at any time on their Account.

7.5. Product availability

The Product quantities available for sale are specified in the Product description displayed by the Sellers on the Website, under their sole responsibility. Procsea does not guarantee Product availability.

The availability of each Product is updated by the Sellers according to the Orders received. However, should an ordered Product prove to be unavailable, Procsea will contact the Buyer concerned to offer an alternative Product, whenever possible, equivalent in price and quality. The Buyer may then accept the proposal or cancel the Order for the Product concerned.

7.6. Products and/or sales practices

When Products are ordered, Procsea's role is that of an intermediary between the Seller and the Buyer involved. Users hereby acknowledge and accept that Procsea receives the Orders in its own name, but on the Seller's behalf. Procsea shall not be liable for any consequences resulting from the Products, which the Buyer will be able to identify in detail through Procsea.

In particular, Procsea holds no title to and exercises no control over the Products sold via the Website.

Procsea provides no guarantee whatsoever for the Products, the information regarding the Products, the sales practices of the Sellers and/or Buyer satisfaction regarding the Products they may order. Procsea shall be subject to a "best efforts" obligation.

The Sellers are entirely liable for any damage caused to the Buyers by reason of Products ordered on the Website.

ARTICLE 8. DELIVERY

Products shall be delivered directly to the premises of the Buyer having placed the Order. The Buyers are therefore responsible for ensuring that the Products can be easily delivered by the Carriers and that they will be present to take delivery of the Products. Should there be any doubt regarding the accessibility of the premises where the Products are to be delivered, the Buyer involved must give Procsea sufficient notice thereof. Any additional costs that may arise as a result of difficult or impossible deliveries will be billed to the Buyer involved.

The Buyers hereby undertake to accept delivery of the Products they have ordered at the place specified on their Account, and to notify Procsea in the case of late delivery or missing items in the Products they have ordered.

They are invited not to accept Products if they notice any damage due to transport or any non-conformity between the Products delivered and their Order.

They must notify Procsea and the Carrier within twenty-four (24) hours of any damage, loss or non-conformity with regard to the Products delivered.

The Products ordered by a Buyer are delivered under the Delivery Service, which is governed by a different legal status to that of the Market Place Service, which the Buyers hereby acknowledge and accept.

The Sellers entrust Procsea with the organisation of the carriage of their Products on their behalf. Procsea shall not, therefore, be liable for any event occurring during the transport and/or delivery of the Products, each Seller retaining full liability for their Products until they are delivered to the Buyer.

The Buyers also hereby expressly acknowledge and accept that in the event of any damage to the Products during transport involving the Carrier's liability, the only compensation due to the Buyer and Procsea's and the Seller's only responsibility towards the Buyer shall be that Procsea passes on to the Buyer any compensation received from the Carrier and due to the Buyer for the Products involved.

Procsea is a company governed by Swiss Law. Whenever Products are delivered outside the European Union, with the exception of Switzerland, the Buyer is deemed to be a local importer of the Products and shall pay any taxes and duties for which the Buyer may be personally liable and shall be responsible for obtaining from the local Customs authorities any authorisation, certificate, permit or licence that may be required to clear the goods through customs in a

timely manner. Any extra costs for Procsea resulting from delays due to failure by the Buyer to obtain the necessary documentation shall be billed to the Buyer's account.

ARTICLE 9. TRANSFER OF RISK AND OWNERSHIP

Each Seller shall retain title to the Products delivered until full payment of the Products by the Buyer who has ordered them.

The above provision does not, however, prevent the risks of loss, damage to the Products or consequential risk, being transferred to the Buyer when the latter or a third party appointed by the Buyer, other than the Carrier, takes possession of the Products subject to the reservation of title.

ARTICLE 10. FINANCIAL PROVISIONS

10.1. Price

The price displayed on the Website for each Product is ex-VAT, in the currency indicated on each Buyer's account. It includes any fees relating to Services for the Products concerned and is applicable, except in the case of major errors.

Should any additional charges be applicable, they will be added by Procsea to the price displayed when the Product is ordered.

10.2. Billing

Under its Billing Service, Procsea will issue the bill for each Order in its own name and on behalf of the Seller concerned, which the Buyers hereby expressly accept.

Procsea will make the bills available to each Buyer on their Account.

10.3. Insurance Coverage

When the amounts due by a Buyer for Orders placed reach the Insurance Coverage authorised for unnamed clients under the Insurance Service, Procsea will contact the Insurer to ensure that the said Buyer's purchases are insured and that the Coverage is reset at the level for named client.

The Buyers hereby acknowledge and accept that the Insurance Coverage is set by the Insurer alone under the Insurance Service. Procsea has no influence on the process and shall not be held liable for the level set by the Insurer or for any changes to or cancellation of the Insurance Coverage for a Buyer.

Each Buyer shall forward to Procsea any documentation and information required by the Insurer to set the Insurance Coverage level and shall immediately and willingly notify Procsea of any element that might impact the said Coverage.

Each Buyer hereby acknowledges and accepts that in the event of the Insurer refusing to register the Buyer as a named client or cancelling the Buyer's Insurance Coverage, Procsea reserves the right to suspend and/or terminate the Services pursuant to article 17 hereafter or to demand payment of each Order by credit card at the time the Order is placed.

10.4. Payment

As long as the Buyer has Insurance Coverage guaranteed by the Insurer under the Insurance Service, the Buyer's bills can be paid by SEPA transfer or standing order at the due date specified on the Buyer's Account and on the bills.

If the maximum Insurance Coverage guaranteed for a Buyer is reached or if the Insurance Coverage guaranteed by the Insurer is reduced, Procsea will block the next transaction that the Buyer attempts to carry out. The Buyer may then either pay immediately by

credit card or proceed to pay all or part of the amounts due for their previous Orders, so that they fall back under the maximum Insurance Coverage limit set by the Insurer.

Subject to prior notification of the Buyer, Procsea reserves the right to apply charges according to the Buyer's chosen means of payment.

Each Buyer hereby guarantees that they hold any authorisations required for the means of payment used to settle their bills.

10.5. Reception of payments

Under the Recovery Service, Procsea and the Sellers entrust Webhelp with the responsibility of receiving the sums billed by them, in their name and on their behalf, and more generally, with all financial transactions conducted via the Website, which the Buyers hereby accept.

The amounts due by the Buyers for Orders placed, are exclusively transferred or paid to Webhelp, who then pays back to the Seller and to Procsea the sums due, pro rata what is owed to each of them, for the Products on the one hand, and for the Services and other services provided by Procsea on the other.

All measures shall be taken to guarantee the safety and the confidentiality of the data transferred under the on-line payment facilities on the Website.

10.6. Payment default or arrears

Should a Buyer default on their payments or fall in arrears, any penalties for late payment added to each bill shall be payable on the day following the due date for the bill, without further reminder. Any Buyer who falls in arrears with payments shall owe Procsea a set recovery charge of forty (40) Swiss Francs. If the actual recovery cost is higher than the set recovery charge, Procsea may request an additional sum, substantiated by proof of the amount involved.

Under the Recovery Service, Webhelp shall have sole responsibility for recovering any sums due by Buyers for bills issued by Procsea, in the name and on behalf of Procsea and the Sellers. In the event of non-payment, Webhelp may proceed with recovery by enforcement or by any other means that it deems necessary or useful to recover the debts, such as reminders, serving notices, or litigation.

10.7. Reimbursement and return of Products

Should a reimbursement be granted to a Buyer, Procsea will generate a credit note in their favour, which will be displayed on their Account and will be deducted from the Order concerned or from a subsequent Order, if the bill for the Order concerned has already been settled by the Buyer. No reimbursement will take place other than via the Website.

The Buyers shall be liable for any charges incurred by the return of a Product resulting from an error on their account or from false claims relating to the freshness, quantity and/or quality of the Product, or from any other situation where the Buyer is liable for the cost of returning the goods purchased.

ARTICLE 11. WEBSITE ACCESS

11.1. User licence

Procsea hereby grants Website Users, for the duration of their use, a personal and non exclusive licence authorising access to the Website pursuant to these TCSUs and with regard to the Sellers, pursuant to the Agreement.

Website Users are hereby reminded that this licence is non transferable and shall under no circumstances be deemed to

constitute the assignment of any title whatsoever to the Website User. Website Users shall therefore not assign, exchange, loan, rent or transfer the rights of use hereby conferred, to any third party, even free of charge.

Any Website User infringing the conditions of use of the licence shall be liable for prosecution.

11.2. Website availability

Procsea shall make every effort within its remit to ensure the Services and continuing access to and use of the Website, but cannot guarantee permanent availability, in particular in the event of force majeure or events outside Procsea's control, and subject to any possible malfunction or maintenance operations which may be required to ensure Website operation.

Procsea reserves the right to temporarily interrupt access to the Website or to suspend all or part of the Market Place Service for maintenance reasons, to improve and install new features, to conduct an audit of Website operation or in the event of disruption or the threat of disruption.

Procsea shall not be held liable for any disruptions, down periods or malfunction which are beyond its responsibility and which may, for instance, affect Internet transmission, or the communication network, whatever their duration and extent.

Procsea shall also not be held liable in any way in the event of:

- temporary Website access denial due to the updating of information published on the Website,
- a viral attack on the Website or from the Website, and any resulting damage,
- abnormal or illicit use of the Website, in which case the Website Users shall be entirely responsible for any resulting damage, including damage to third parties, and the consequences of any claims or proceedings which may ensue as a result.

11.3. Limitation of Website access

The Website Users hereby acknowledge that Procsea alone has authority to determine the content, the appearance, the design, the features and any other aspect of the Website, other than the content of the Accounts and Personal Spaces, and may prevent or restrict access to the Website and to any other component, aspect, part or feature thereof.

Procsea also reserves the right to suspend or reject any sales offer by a Seller and/or to limit purchases by all or some of the Buyers, according to quantity, and/or value and/or frequency, whenever it may deem it necessary to protect itself, the Website, Website Users and/or any third party from fraudulent, illicit or inappropriate practices, which might cause injury or loss to Procsea.

Procsea may not be held liable for preventing the placing of an Order on the Website under the above mentioned rights and obligations.

ARTICLE 12. OBLIGATIONS

12.1. Guarantees

Each Party hereby gives warranty to the other Parties that:

- it has the power and the authority to subscribe to the Services and that it will uphold and maintain all the authorisations which may be required to carry out its obligations throughout the business relationship between them,
- it holds the rights authorising its use of all the intellectual property rights required to carry out its obligations,
- it will carry out its obligations in compliance with the law and with all due diligence and competence,

- it will not do or fail to do anything which might result in any other Party infringing the law or any current regulation,
- it will not breach the privacy of any third party nor the confidentiality of any communications with the other Parties,
- it will not be involved in any act of bribery of any kind whatsoever,
- it will comply with any laws or regulations currently in force, in particular with those applicable to its own business activities and to Internet communication.

12.2. Procsea's obligations

It is hereby agreed between the Parties that Procsea shall be bound to make every best effort to provide the Services hereunder, but shall not be bound in any way by the results thereof.

Procsea hereby reminds Website Users that current Internet communication protocols do not guarantee the continuous and uninterrupted transmission of electronic messages or documents, including the identity of the transmitter or of the receiver of the message. Procsea holds no liability in the event of data loss, intrusion, computer viruses, denial of service or any other problems beyond Procsea's control.

Moreover, due to the very nature of the Internet (i.e. the interconnection of a huge number of independent operators), no one can guarantee the worldwide end-to-end operation of the networks. Procsea shall, therefore, under no circumstance be held liable for any injury, loss or damage which it has not directly caused.

Procsea shall make every best effort to ensure that the information present on the Website regarding the Products, Buyers and Sellers, is as detailed, comprehensive, verified and accurate as possible. However, the documents, information, fact sheets and more generally, any content present on the Website are provided "as is" and without any warranty of any kind. Website Users hereby acknowledge that the photographs displayed on the Website are not contractually binding. Any information provided on the Website is for information purposes only and shall not entail any liability on Procsea's part with regard to its accuracy.

12.3. Website Users' obligations

By using the Website, each Website User hereby undertakes not to cause prejudice to public order, to abide by the law and current regulations and not to infringe any third party rights and the provisions of these TCSUs, or the Agreement (with regard to the Sellers).

Each Website User shall abide by the highest ethical standards and shall act loyally and in good faith. In particular, each Website User hereby undertakes:

- to behave in a reasonable manner towards Procsea and the other Website Users,
- to use the Website, the Services and the Products for the purposes they are designed for,
- not to disseminate any false and/or deliberately misleading information,
- not to appropriate another person's identity, whether or not they are a Website User,
- to maintain good relations with Procsea and with other Website Users. To that effect, Website Users will show restraint and courtesy in their dealings with Procsea and with other Website Users,
- to respond to any questions or claims by Procsea and/or other Website Users within twelve (12) hours, and at the most, two (2) working days,
- not to harm Procsea's good name and reputation and/or that of other Website Users, in particular by denigrating Procsea and/or the Services,
- not to act in a way that might prevent or distort free competition or which might be construed as unfair competition,

- not to put any pressure whatsoever on the other Website Users, and in particular, not encourage them to terminate their business relationship with anyone, in particular with Procsea and/or the other Website Users,
- not to write or send promotional material directly to the other Website Users, in order to avoid using the Website,
- not to pervert the purpose of the Website, and in particular, for the Buyers and the Sellers, not to use their Accounts and their Personal Space, the Services and/or the Products to commit criminal offences, non indictable offences or misdemeanours or to undermine Procsea's business,
- not to try to disrupt the automatic data processing systems used to run the Website,
- not to distribute unsolicited promotional material; email chains or pyramid-type systems,
- not to breach or attempt to breach the security and integrity of the Website,
- not to disseminate any data that may reduce, disorganise, slow down, or interrupt the normal operation of the Website or cause damage or disruption in any way whatsoever, to Procsea's IT system.

Each Website User hereby undertakes to provide any documentation and information that may be useful for the performance of the Services.

Within the limits of the law and current regulations, each Website User, whether it be a Buyer when rating and/or commenting on the Products ordered or a Seller via their Personal Space, hereby undertakes not to disseminate or post on the Website any message, information or item which:

- is prejudicial to morality and public order,
- is abusive, defamatory, racist, xenophobic, denialist or may prejudice a person's honour or reputation,
- encourages discrimination or hatred towards a person or a group of persons, by virtue of their origins or because they belong to or do not belong to a certain ethnic group, nation, race or religion,
- threatens a person or a group of persons,
- contains paedophile or pornographic content,
- is a threat to the security or integrity of a State or a territory, incites people to commit indictable or non indictable offences, or acts of terrorism or glorifying war crimes or crimes against humanity,
- incites people to commit suicide,
- allows third parties to gain access, either directly or indirectly, to pirated software, software serial numbers, software used to pirate websites and intrude in IT and telecommunication systems, computer viruses and other logic bombs and mire generally, any software instrument that infringes on the rights of third parties and represents a threat to personal safety and property,
- is used for advertising purposes (prospecting, trawling for customers, prostitution, etc.),
- is under copyright, unless the Website User has obtained the prior substantiated authorisation of the copyright holder,
- may breach a person's right to a fair trial or constitute contempt of court.

12.4. Buyers' obligations

Each Buyer must carefully check the details of any Products before ordering them from the Website.

Each Buyer is entirely liable for any commitments made on their Account.

The Buyers hereby acknowledge that any content published by them on the Website shall become public knowledge.

As specified under article 12 above, the Buyers have an obligation to act loyally and in good faith and therefore undertake not to buy from the Sellers any Products offered for sale on the Website, other than via the Website.

ARTICLE 13. INTELLECTUAL PROPERTY

The Website Users hereby acknowledge Procsea's intellectual property rights on the Services, the Website, and any contents therein and shall not question these rights in any manner whatsoever.

Any trademarks, logos, slogans, graphics, drawings, information photos, animated graphics, videos, texts, forms, data bases, software and know-how contained on the Website, with the exception of those posted by the Sellers on their Personal Space, which remain the property of the Sellers, and those posted by the Buyers on their Account, which remain the property of the Buyers, are the exclusive intellectual property of Procsea and/or its partners. Any person or legal entity which copies, uses or represents the above mentioned items without the prior authorisation of their owners, shall be prosecuted.

It is strictly forbidden to represent or copy the Website and its contents, in whole or in part, by any means whatsoever, without Procsea's prior authorisation, and any person or legal entity who does so shall be prosecuted. Website Users shall not, in particular,

- copy and/or represent any item of the Website, namely its texts, images, photos, illustrations and documents, on any medium whatsoever,
- adapt, arrange, modify, correct, associate or translate any part of the Website or any of the items therein, in any natural language or language code of any kind, or offer the same for public use, for sale or free of charge, by any means and on any medium whatsoever,
- extract, by permanent or temporary transfer the whole or a qualitatively or quantitatively substantial part of the content of a data base onto any other medium, by any means and in any whatever shape or form,
- make use of the whole or a qualitatively or quantitatively substantial part of the contents of the data base, by making it available to the public, in any shape or form.

ARTICLE 14. DATA

14.1. Procsea's personal liability

Website Users hereby acknowledge that Procsea acts as host to the Buyers' and Sellers' data.

Procsea therefore undertakes to withdraw any content published on a Seller's Personal Space or on a Buyer's Account, which has been brought to Procsea's attention and which it deems to be clearly illicit and reserves the right to suspend and/or terminate the Services provided to the Seller and/or the Buyer concerned in the conditions specified under article 17 hereafter.

Clearly illicit content may be notified by email to the address specified on the Website or by registered letter with acknowledgement of receipt, sent to Procsea's head office.

Procsea shall not in any way be held liable for any copies, counterfeit copies, imitations or any kind of reproduction and representation of all or part of the Sellers' and/or the Buyers' data.

14.2. Buyer liability

As the publishers of their own Account, each Buyer is solely liable for the Data displayed and for any commitments made therein. The Buyer publishes and uses the Data at their own risk, and declares that they hold the entirety of the rights that entitle them to use the Data for the purposes defined hereunder.

Each Buyer hereby declares that their Buyer Data shall in no way breach the rights of any third party, and that they do not, in particular, breach any copyright or trademark or unfairly compete with an existing work, that they do not infringe any third party's intellectual property rights and are not a threat to public morality or public order.

The Buyer hereby holds Procsea harmless against any litigation, claims, or legal proceedings of any kind whatsoever relating to the Buyer's Data. Procsea shall in no way be held liable in any way for any breach of third party rights, error or omission.

The Buyers hereby undertake to regularly back up their Buyer Data.

Each Buyer hereby authorises Procsea, on a non exclusive basis and for the whole world, to use, copy, represent, adapt and make available to the public their Buyer Data, including their trademarks, logos, copyrighted creative materials, and any distinctive signs displayed for the purpose of implementing these TCSUs and any associated agreement.

ARTICLE 15. PERSONAL DATA

Each of the Parties guarantees that they will meet all their legal and regulatory obligations towards the other Parties, according to their particular responsibilities, with regard to the personal data that they may collect.

Website Users may access and modify their personal data at any time and may refuse to allow such data to be communicated to third parties, by providing identification and writing to Procsea's head office or to the Website User who has collected the said data.

15.1. Procsea's Obligations

The Website Users have been explicitly informed of the nature, extent and purpose of the collection, processing and use of the personal data collected by Procsea for the provision of the Services, and hereby accept the collection thereof. In particular, the data may be forwarded to Procsea's partners for commercial prospecting purposes, by email, letter or phone.

The Website Users hereby acknowledge and accept that Procsea reserves the right, in the event of a dispute, to forward their data to another Website User with whom an Order has been placed, or to the relevant authorities. The Website Users also agree to their data being forwarded to any third party who may require the said data for debt recovery purposes or for the performance of all or part of the Services.

15.2. Website Users' Obligations

Unless otherwise authorised by express agreement, the Website users undertake not to use any personal data relating to Procsea or to any other Website User which are available on the Website and to which they may have access by using the Website.

Website Users are hereby reminded that Sellers only require the personal data of Buyers placing Orders via the Website in order to be able to deliver the Products ordered, and that the only purpose of the Buyers requiring the Sellers' personal data is to order their Products.

ARTICLE 16. LIABILITY

16.1. Procsea's personal liability

Website Users who access the Website free of charge, without becoming recognised Buyers or Sellers, are not entitled to any compensation of any kind and for whatever reason, given the free nature of the service.

A Buyer or a Seller may hold Procsea liable only if they have notified Procsea's alleged failing by registered letter with acknowledgement of receipt and Procsea has failed to respond within thirty (30) days of the said notice being received.

Whatever the circumstances, it is hereby expressly agreed between the Parties that a Seller or a Buyer may not hold Procsea liable for any fault or error unless proof of Procsea's direct responsibility can be provided.

Procsea shall, in particular, be held harmless of any liability whatsoever, as of right:

- for the content of third party websites which may have a hypertext link to the Website,
- in the event of the Website User's breach of these TCSUs, or of the Agreement in the case of a Seller, and in particular, of any inappropriate and unconventional use of the Services,
- in the event of Procsea's late performance or failure to perform its obligations due to *force majeure* as defined by the relevant case law,
- in the event of any external cause beyond Procsea's control.

Procsea may under no circumstance be held liable, whatever legal proceedings may be undertaken, for any consequential and/or immaterial damage, including for instance, without limitation, financial or commercial loss, loss of profit, disruption of business, loss of sales, third party damage or proceedings undertaken by a third party against one or several Website Users and any consequences thereof, related to these TCSUs or to their performance. Website Users are entirely responsible for any direct or consequential, material or immaterial damage which they themselves may cause to Procsea or to any third party due to their use of the Services.

Whatever the circumstances, it is hereby expressly agreed between the Parties that in the event that Procsea be held liable hereunder and/or under an Agreement, Procsea's liability shall be limited, inclusive of all damage and claims, to the sums received by Procsea for the Services relating to the Orders placed by the Buyer involved or registered by the Seller involved during the month prior to the claim made against Procsea.

Procsea may outsource the provision of all or part of the Services to external contractors. In that case, the Website Users shall be informed on request of the legally binding guarantees and levels of service provided by the external service providers. Should external contractors be used, Procsea shall nevertheless remain the sole contact for the Website Users and shall not be held liable unless it can be proven to have committed a serious fault or error. The maximum liability defined under the above paragraph shall also apply in this case.

It is hereby expressly agreed between the Parties that the provisions of this article shall continue to apply even if these TCSUs and/or any Agreement are rescinded, as duly recorded in a final judicial ruling.

16.2. Buyers' and Sellers' liability

The Sellers and Buyers are entirely liable for any direct damage and losses incurred by Procsea, by other Website Users and by any third party, caused by the contents that they post on the Website, the Products and the services that they offer and the sales they conclude. They therefore agree not to seek any liability on Procsea's part in the event of legal action or disputes relating to the Data, the Products or their sale.

No Seller or Buyer may be held liable by another Seller or Buyer if the non-performance or poor performance of their binding obligations is due to the latter.

The Sellers and Buyers may not be held liable for any late or non-performance or be deemed to be in breach of their obligations

hereunder, when the said late or non-performance is due to *force majeure* as defined in the relevant case law.

Whatever the circumstances, it is hereby expressly agreed that if a Seller is held liable towards a Buyer, or if a Buyer is held liable towards a Seller in the performance of an Order, such liability shall be limited, inclusive of all damage and claims, to the value of the Orders placed by the Buyer involved with the Seller involved during the month prior to the claim being made.

ARTICLE 17. TERM - TERMINATION

17.1. Term

Each Buyer is entitled to access the Website and to use its Services for an indefinite term.

Each Buyer and Procsea may terminate the Buyer's use of the Services at any time, without prior justification, by registered letter with acknowledgement of receipt sent to the other Party, with one (1) month notice.

The termination of one Service or of any part of a Service, shall result in the termination of all the Services.

17.2. Suspension of Services

Should a Buyer fail to meet any of their obligations hereunder, Procsea may as of right and without notice, and without prejudice to any other claims that it may enter, suspend the Services concerned and in particular, the Buyer's access to their Account. The suspension of Services will not suspend billing to the Buyer nor any payments due by the latter for outstanding Orders and the provision of Services.

The decision shall be notified to the Buyer concerned by email or by registered letter with acknowledgement of receipt, specifying the alleged breach.

Should the Buyer fail to make good their breach of obligations within thirty (30) days of the suspension, Procsea may, subject to the conditions specified in article 17.3 hereafter, terminate the Services as of right with immediate effect, by the Buyer's fault, and the latter shall bear full liability for the consequences.

Buyers hereby expressly accept the consequences of the application of this article and may not claim against Procsea for any damage whatsoever that Buyers may incur as a result thereof.

17.3. Termination for breach of the Agreement

Should either the Buyer or Procsea fail to meet their obligations hereunder, the other Party may terminate the Services as of right at any time, if, thirty (30) days after having been served notice of the breach by registered letter with acknowledgement of receipt, the offending Party has failed to respond and make good the said breach of obligations. The terminating Party shall inform the other of the termination by registered letter with acknowledgement of receipt, without further judicial or extra-judicial proceedings and without prejudice to any claims for damages that the terminating Party may enter against the offending Party pursuant to the law and/or provisions of these TCSUs.

17.4. Termination at Procsea's initiative

Procsea may terminate the Agreement with a Buyer as of right in the event of the Buyer going into administration or liquidation, being taken over by a third party, or if the Buyer's business is sold to a third party.

Procsea reserves the right to suspend or terminate access to a Buyer's Account, by simply notifying the suspension or termination by email or by registered letter with acknowledgement of receipt, if the

Buyer has not concluded any business on the Website over a period of six (6) months from the last transaction.

17.5. Consequences of the termination

The termination of a Buyer's Services, for any reason whatsoever, shall automatically result in the closure of their Account, the cancellation of all the Services provided, and all sums due by the Buyer to Procsea and to the Sellers shall become immediately payable as from the date of termination.

Should the Buyer have sums owing to them, such sums shall be sequestered for a maximum period of three (3) months, while Procsea examines the state of the Buyer's accounts, and any sums outstanding shall be paid back in part or in whole as the case may be.

Whatever the circumstances, the Buyer concerned shall continue to manage any disputes and claims to the best of their ability, until their complete resolution.

Unless the Agreement is terminated for breach, it shall remain in force until the final termination of any binding obligations between the Buyer concerned, Procsea and the Sellers, in particular when Products have been ordered before the closure of the Buyer's Account.

Any Buyer whose Account has been closed for whatever reason, may not submit a new request for an account until three (3) months after the closure of their Account. Procsea reserves the right to accept or reject such a request without justification.

Procsea shall, for an additional period of six (6) months from the date on which the notice of termination is sent, retain the right to use the Buyer's name, business name and logo and a sample "Client reference" message, for communication and advertising purposes, free of charge.

Should the binding relation between Procsea and the Buyer cease, for whatever reason, Procsea hereby undertakes to restore to the Buyer all their Buyer Data in a readable format, on presentation of an estimate, within thirty (30) days of acceptance of the estimate. The above mentioned undertaking shall be subject to the Buyer having settled all sums due to Procsea. Should the Buyer fail to request the return of their Data within two (2) months of the closure of their Account, Procsea shall be entitled to delete the Buyer's Data.

ARTICLE 18. CONFIDENTIALITY

Each of the Parties undertakes to use any financial, legal, technical, commercial, or strategic information and any data, documents of any kind, drawings, concepts, manufacturing secrets, know-how, information systems, or software, forwarded to them or which they may directly or indirectly acquire knowledge of by using the Website and/or the Services, in whatever shape or form and/or on whatever medium, for the sole purpose of performing their obligations hereunder, or in the case of the Sellers, under the Agreement. Any proven disclosure thereof may result in the liability of the discloser, whatever the reason for such disclosure.

The Parties shall not be bound by the confidentiality obligation under this article if the information:

- was already legitimately known to the receiving Party prior to disclosure,
- has already been disclosed to the receiving Party by a third party not subject to this confidentiality clause,
- must be disclosed following a ruling by a court with jurisdiction, or a request from a body with the legal authority to demand disclosure.

The Parties hereby agree that the provisions of this article shall continue to apply until the confidential information falls into the public domain other than through a breach of confidentiality by the receiving Party.

ARTICLE 19. GENERAL PROVISIONS

Should any of the provisions hereunder become null and void pursuant to the law or to current regulations, and/or to a final judicial ruling, it shall be deemed to have been unwritten and shall not in any way affect the validity of any other provisions, which shall remain fully enforceable.

Each of the Parties is a totally independent legal entity, both financially and legally. Each Party acts in its own name and under its sole liability.

None of the Parties shall be deemed to represent the other and may act or make commitments on behalf of the other.

There shall be no subordination or intent to form a *de facto* company between the Parties.

ARTICLE 20. MEDIATION

Website Users are reminded that Procsea is a mere technical intermediary in the transaction between the Buyer and the Seller following an Order. Procsea's role is strictly limited to the provision of the Services, and does not involve the Order or the Products *per se*. It is hereby agreed that the Sellers shall be responsible for dealing with any claims, for the after-sales service related to their Products and for Order processing and that the Buyers are only liable for the payment of their Orders.

However, should a dispute arise over any Order, the Buyer and/or the Seller involved are invited to contact Procsea within twenty-four (24) hours at the latest following the date on which the dispute arose, so that Procsea can act as go-between and try to mediate between the Buyer and the Seller.

Procsea wishes to safeguard the reputation of its Website and invites the Buyers and Sellers to make every effort to resolve any disputes out of court.

For mediation purposes, the Buyer and the Seller involved in the dispute undertake to provide Procsea with every element of information that will allow Procsea to assess the problem it is asked to mediate.

If Procsea's mediation leads to a possible resolution of the dispute, the Buyer and the Seller involved will be asked to ratify the said solution.

If the Seller's claim is upheld, the Buyer shall promptly proceed with the payment of the Order concerned, and at the latest on the due date specified on the bill.

If the Buyer's claim is upheld, the Seller involved shall promptly return the Product concerned or shall accept to reimburse the Buyer via a credit note issued by Procsea in the Buyer's favour on their Account or by reimbursing the Buyer directly via Webhelp, within thirty (30) days at the latest after the initial claim was entered.

Should the mediation fail to resolve the dispute, the latter shall be put before the court with jurisdiction specified under article 21 hereafter.

If the dispute leads to litigation before the courts, the Buyers and Sellers involved are reminded that they shall be entirely responsible for undertaking the proceedings, due to the fact that the sales agreement following the Order in dispute was concluded directly between them.

ARTICLE 21. GOVERNING LAW – JURISDICTION

THESE TCSUS, THEIR EXECUTION AND INTERPRETATION SHALL BE EXCLUSIVELY GOVERNED BY SWISS LAW. SUBJECT TO ANY MANDATORY PROVISIONS OF THE LAW, ANY DISPUTES, DISAGREEMENTS OR CLAIMS ARISING FROM OR RELATING TO AN AGREEMENT SHALL BE REFERRED TO THE JURISDICTION OF THE COURTS OF LAUSANNE.

In the event of claims or disputes, the Buyers hereby recognise the right for Procsea to withhold any sums that may be owed to Procsea, until the claim or dispute is resolved.

Although Procsea is not party to the transactions between Buyers and Sellers, in the event of a dispute between a Buyer and a Seller brought before the courts, Procsea may institute civil proceedings to obtain compensation for any injury or loss incurred.