

## GENERAL CONDITIONS OF USE OF THE SITE

The present general conditions of use (the 'GCUs') govern the User's use of the Site. By ticking the box indicating that you agree to them you are agreeing to be bound by the present GCUs and acknowledging that you have the ability to enter into contractual relations and the necessary authorisations and delegations to engage the User in the present agreement. SEMMARIS reserves the right to modify its GCUs at any time, with any modifications coming into force as soon as they are published online and having to be accepted prior to using the Site.

The following terms used in the GCUs are understood as follows:

<b>Account</b>	Refers to any account provided to any User enabling them to access the Site under the conditions outlined below.
<b>Semmaris</b>	Refers to the company SEMMARIS, as identified in the legal statement included on the Site.
<b>Site</b>	Refers to the secure Internet platform accessible at <a href="http://www.myrungis.com">www.myrungis.com</a> that enables the User to access certain services provided by SEMMARIS, as outlined below.
<b>Country</b>	Refers to France.
<b>User</b>	Refers to any natural or legal person acting in a professional capacity and who has been identified to SEMMARIS as a buyer at Rungis Market.

### **Article 1: Site access**

Subject to meeting the applicable contractual conditions, SEMMARIS grants the User a non-exclusive user license for use throughout the Country and a code to be used exclusively on the Site, including any updates and new versions provided by SEMMARIS where necessary, and on any additional written documents provided by SEMMARIS and describing how the Site should be used. You are permitted to use the Site in relation to and for the purposes of processing your own data or any data concerning you only.

You are not permitted to do any of the following without explicit permission from SEMMARIS:

- allow any third party not expressly authorised by SEMMARIS to access the Site, sub-contract, translate, sell, borrow, rent, circulate or use the Site to exploit an IT services company, provide access (direct or indirect) to the Site or use the Site in the framework of a so-called shared-time contract;
- create any works derived from the Site or access the Site with a view to developing a rival product or service or copying any of the Site's various components, functions or graphical elements;
- seek to delete or bypass any of the Site's mechanisms, decompile, perform any reverse engineering, disassemble or seek to reconstruct or expose any legible form of the Site's source code visible to the human eye.

You must observe all instructions provided by SEMMARIS with regard to accessing and using the Site, notably including but not limited to any instructions outlined in the present General Conditions of Use.

It is free to create an Account via [www.myrungis.com](http://www.myrungis.com) by entering your Customer code (the 1 to 6-digit number you will find on your Buyer's card) and your PIN code (the number found on the welcome letter you get from the Rungis Accueil reception desk when you create your card) (collectively known as your 'Login details'). Once you have provided a contact address you will receive confirmation that your request has been received and asking you to confirm said address, as soon as possible and via e-mail to the address provided.

Access to the Site will notably enable you to access the following services free of charge:

- Ordering, topping up and renewing cards allowing you to access the market;
- Viewing copies of invoices issued to you by SEMMARIS;
- Viewing a list of cards, including the credit balance and toll booth history for each card;
- Blocking cards;
- etc.

## **Article 2: Your obligations**

When using the Site you should not load, download, post, send or circulate in any way any of the following:

- material or content that might intentionally or unintentionally violate any applicable laws or regulations, including but not limited to laws and regulations relating to financial law and the communication of financial information;
- material or content that you do not have the right to provide in accordance with any applicable laws or regulations or contractual relations;
- material or content that might violate the rights of others, including any intellectual property rights or personality rights of third parties; and
- material or content that might damage, deactivate, overload or be detrimental in any way to the service, a server or the networks connected to the service or constitute failure to observe the requirements, procedures, rules and regulations applicable to networks connected to the service.

In using the Site you agree to the following:

- not to pose as any other individual or entity, including but not limited to a representative of SEMMARIS or an administrator of the Site, to falsely claim to be affiliated to any other individual or entity or to create fake headers or manipulate login details in any other way in order to conceal the source of any content circulated via the service.
- only to use your Login details for the purposes of using the Site as outlined above and to take all necessary steps to ensure that these Login details are kept confidential and used securely, notably by abstaining from sharing your Login details with or making them accessible to any third parties.
- to change your passwords on a regular basis and immediately inform SEMMARIS of any security incidents regarding your Login details.

You will remain solely responsible for any use of your Account and consequently agree to keep your Login details strictly confidential. You therefore agree to assume all responsibility for the use of said Login details under exactly the same conditions as those that would apply were you to be using them yourself. For the purposes of security and traceability it is recommended that you do not allow groups of users (i.e. several employees) to access the Site. In the event that you do allow groups of users to access the Site, you must (i) change the Login details as soon as an employee leaves the group and/or the company, (ii) provide all new employees or other individuals accessing the Site on your behalf with a copy of the GCUs, and (iii) only grant access to the Site once the employee or individual in question has agreed to the GCUs in writing.

## **Article 3: Privacy and data protection**

### **3.1 Personal data**

All personal data shared where required to access the Site ('Data') is protected in accordance with the provisions of the modified French Data Protection Act, law No. 78-17 of 6<sup>th</sup> January 1978 (the *Loi Informatique et Libertés*). As stipulated in Article 3 of this law, SEMMARIS is responsible for the processing of the data in question. The *Commission Nationale de l'Informatique et des Libertés* (French National Data Protection Commission) has been informed of this processing of personal information in accordance with the French Data Protection Act.

The data in question will be processed within SEMMARIS only and will be sent to the departments concerned with its processing for administrative and commercial management purposes. With this in mind, it may be shared with a service provider in the framework of Article 35 of law No. 78-17.

17. Furthermore, certain Data may be shared with operators operating at the

Market to enable the latter to verify that a given Buyer is indeed a customer and that they are in possession of a valid Buyer's card prior to any purchases taking place. It will not be transferred to any State outside of the European Economic Area.

According to the French Data Protection Act, anyone whose personal data is processed is entitled to access and rectify any data relating to them. They may also object to the processing of said personal data on legitimate grounds. These rights may be exercised by e-mailing the SEMMARIS at [rungis.accueil@semmaris.fr](mailto:rungis.accueil@semmaris.fr). The User agrees to share with any party concerned in the framework of the present paragraph - and whose data may, where necessary, have been shared with SEMMARIS by the User and who may not have expressly accepted the present conditions - the information provided in the framework of the present article.

### **3.2 Cookies**

A cookie is a non-executable data file that is stored on the User's hardware. The cookies installed by SEMMARIS are intended solely to enable or facilitate electronic communication (such as choice of language, for example), or are strictly necessary for the purposes of providing an online communication service at the express request of the person concerned (such as the basket, for example). Apart from the aforementioned cases, the installation of cookies will require the User's prior consent once the latter has been informed of the exact purpose of the cookie in question.

The User may oppose the installation of cookies or receive a warning before accepting cookies by configuring their browser. It is important, however, to point out that all or part of the Site's functionalities may be affected should the User delete any cookies.

In any case, the data gathered will be processed in accordance with the terms outlined above and stored for a maximum period of one (1) year.

### **Article 4: Intellectual property**

All components of and information provided on the Site (notably including but not limited to any text, presentations, layouts, software, structures, databases and Data accessible via the Site) are protected by intellectual property rights. The User acknowledges that the GCUs do not give them any ownership rights over the aforementioned elements. With the exception of the rights explicitly referred to above, SEMMARIS and its licensors hold and maintain all rights and interests relating to the components of and Data provided on the Site. Any full or partial reproduction or any other use or exploitation of said components or Data under terms and for purposes other than those expressly stated is subject to the prior written agreement of SEMMARIS.

Furthermore, the User shall abstain from using any of the SEMMARIS trademarks, service marks or logos or the name (regardless of whether or not they are registered), publishing any press releases regarding the present conditions or claim a SEMMARIS recommendation without the express written agreement of the latter.

Failure to observe the above-mentioned clauses leaves the perpetrator open to legal proceedings on the part of SEMMARIS and the termination of their license to use the Site.

### **Article 5: Responsibility**

SEMMARIS shall make reasonable efforts to ensure that the Site is available as much as possible. SEMMARIS cannot, however, guarantee that the Site will be permanently available and free of error and notably cannot guarantee that the Site will not be affected by any faults caused by the system or any interruption and/or disruption.

Furthermore, SEMMARIS places great importance on the security of the Site and on preventing unauthorised access and has consequently put in place a Site access authentication system. It is nevertheless the User's responsibility to help keep access to the Site secure by changing their passwords on a regular basis

and immediately informing SEMMARIS of any security incidents regarding their Login details. The obligation on the part of SEMMARIS to ensure secure access to the Site is an obligation of means and SEMMARIS cannot guarantee absolute security. Under no circumstances can SEMMARIS be held responsible for the spreading of any computer viruses. The User is advised to install anti-virus software on their hardware.

In light of the foregoing, the User recognises that they use the Site at their own risk. Except in the event of gross negligence, wilful misconduct or personal injury, SEMMARIS cannot be held responsible in any way with regard to the User in the event of any damages incurred by the latter as a result of using the Site. With the exception of the stipulations expressly outlined above, the Site is provided 'as-is' and 'without any guarantees' and SEMMARIS excludes and specifically absolves itself, through the present conditions, of any implicit guarantee of merchantability or suitability for a particular purpose, along with any other express or implicit guarantee in accordance with the law, or any other rule of law or commercial use, and the Parties exclude any representations or guarantees, legal or otherwise, of ownership of intellectual property or non-infringement rights of any kind with regard to third-party rights.

The User is responsible for any activity that takes place through their Account. The User will defend, compensate and recognise the absence of any responsibility on the part of SEMMARIS for any loss, damage or expense (including lawyers' fees) resulting from any use of the Site via the User's Account.

#### **Article 6: Confidentiality**

The User agrees not to use, disclose or share with any other party any confidential information, including but not limited to any technical, commercial or financial information relating to SEMMARIS to which they might have access as a result of using the Site ('Confidential Information').

The User agrees to make every effort to prevent the publication or disclosure of any Confidential Information and notably to limit the number of people likely to have access to Confidential Information and to implement all security measures required to safeguard the confidentiality of the latter.

This provision shall remain in force for a period of two (2) years from the day on which the present GCUs cease to apply, regardless of the reason therefor.

#### **Article 7: Duration and termination**

Subject to the provisions of the present article, the GCUs will take effect on the date on which you agree to them and will remain in force until such time as they are terminated. You may terminate your use of the Site without any explanation and at any time by informing SEMMARIS of this decision. Furthermore, SEMMARIS may terminate access to your Account and/or limit your use of the Site immediately and automatically (a) in the event of any failure on your part to fulfil any of your obligations, and

(b) in the event that your status as a buyer with SEMMARIS is cancelled, expires, is withdrawn or lapses for any reason. Your Login details will be permanently deleted on the day of said cancellation.

The expiry or cancellation of the Conditions of Use of the Site will not affect those of said Conditions which, owing to their nature, must survive this expiry or cancellation, notably including those clauses relating to responsibility, confidentiality, applicable law and jurisdiction.

#### **Article 8: Applicable law and jurisdiction**

The present contractual provisions are governed by French law. In the event of a dispute, the Courts of Créteil shall have sole jurisdiction.