

# **General Conditions for Making Available the Cdiscount Marketplace via the Hosting Site on [www.cdiscount.com](http://www.cdiscount.com)**

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## **PRELIMINARY ARTICLE: DEFINITIONS**

**Cdiscount Marketplace:** technical platform for online sales that connects the Sellers and Purchasers with a view to concluding contracts of sale for the Products on the Site.

**CNOVA PAY:** company providing payment services in accordance with the General Terms of Use for CNOVA PAY Payment Services accessible within the Seller Space.

**GCMA:** General Conditions for Making Available applicable to the contractual relationship between Cdiscount Marketplace and each Seller.

**GCU:** General Conditions of Use of Cdiscount Marketplace, intended for the Purchasers and applicable to the Sellers.

**GDPR:** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**Hosting Site:** CDISCOUNT SA (RCS Bordeaux 424 059 822) company hosting the Cdiscount Marketplace technical platform.

**Product(s):** Goods or service(s) sold online by the Sellers for the Purchasers' profit on the Site.

**Purchasers:** Consumer client(s) buying Products from the Sellers on the Marketplace technical platform of the Site.

**Seller(s):** Professional(s) offering Products for sale to Sellers on Cdiscount Marketplace.

**Seller Payment Account:** Payment account opened with CNOVA PAY dedicated to the Seller, to ensure the repayment of the sums belonging to the Seller for the sales of Products which it makes with the Purchasers in accordance with the General Terms of Use for CNOVA PAY Payment Services.

**Seller Space:** The Seller's personal interface from which he/she/it can manage his/her/its store hosted on Cdiscount Marketplace.

**Site:** Means the online sales site as well as the mobile application for consumer Purchasers available at the URL [www.cddiscount.com](http://www.cddiscount.com).

**Subsidiaries:** Means the companies controlled directly or indirectly by the Hosting Site within the meaning of Article L. 233-3 of the French Commercial Code.

### **1. PREAMBLE**

The Hosting Site shall make available to the Sellers the technical platform named Cdiscount Marketplace, where they can show and sell their Products on the Site.

The Seller – Hosting Site relationship shall be governed by the General Conditions for Making Available the Cdiscount Marketplace (GCMA) and its appendices:

- Appendix 1: Procedures for Selling the Seller's Products
- Appendix 2: Amounts Due to the Hosting Site
- Appendix 3: Imperative delivery conditions

- Appendix 4: Charter of Good Practice Cdiscount Marketplace
- Appendix 5: General Conditions of the optional Service Cdiscount Express Seller ("CXS")

These documents form an indivisible whole.

## **2. PURPOSE**

The GCMA are designed to govern the legal relationship between the Hosting Site and the Seller for the marketing by the latter of its Products through the Cdiscount Marketplace service.

## **3. REGISTRATION OF THE SELLER IN THE CONTEXT OF THE “CDISCOUNT MARKETPLACE” SERVICE USER**

**3.1.** The following may register as Sellers on Cdiscount Marketplace: corporate entities (including individuals with the capacity of selling Products professionally), registered in the Register of Commerce and Companies or the Trade Register for companies whose registered office is on French territory and with any equivalent register for companies whose registered office is in another territory, acting in the context of their usual business activity, and regularly declared as such with the relevant tax and social security authorities.

Prior to registering with Cdiscount Marketplace, the Seller:

- has access to these GCMA, the Good Practice Charter and the GCU, which he/she/it undertakes to read;
- certifies that he undertakes to sell only products or services that comply with the applicable rules of European Union law;
- must ensure and guarantee that the terms and conditions of sale that he/she/it applies to the Purchasers comply with the legal and regulatory requirements applicable of the countries where Products may be delivered, particularly in terms of consumer law, the applicable professional charters, these GCMA, the Good Practice Charter and the GCU; declares that his/her/its headquarters, or all or part of his/her/its business, is not conducted within one or several countries under any sanction, restrictive measure, total or partial embargo or legal prohibition, European regulation or international decision, of which lists have been provided by the French and/or international authorities (including the Financial Action Task Force (FATF)) and/or the United Nations (United Nations Security Council resolutions).

To register with the service, the Seller must complete accurately and exhaustively the application form for a Cdiscount Marketplace account.

In particular, the Seller must provide the Hosting Site with the following information:

- name, address, telephone number and e-mail address;
- a copy of his identification document or any other electronic identification (*KBIS or equivalent*);
- payment account details (*RIB*) for the legal entity registered on Cdiscount Marketplace;
- its identification number in the Registre du Commerce et des Sociétés or the Répertoire des Métiers if the company is domiciled in France, or in any equivalent register if the company is domiciled in another country;
- confirmation that it undertakes to sell only products or services that comply with the applicable rules of European Union law.

The Hosting Site reserves the right at its discretion to request any additional supporting documentation, including after the Seller has registered.

For this registration, the Seller shall state his/her/its acceptance of the GCMA, the Charter of Good Practice and the Hosting Site's applicable GCU.

The Seller must notify the Hosting Site spontaneously, via the Seller Space, of any change to the information communicated at the time of their registration and shall be liable for any failure to comply with this obligation.

The Seller acknowledges and accepts that his registration on Cdiscount Marketplace is conditional upon the opening of the Seller Payment Account in accordance with the General Terms of Use for CNOVA PAY Payment Services.

A single legal entity can only have one Seller account.

The Hosting Site reserves the right to validate or reject any request for registration.

If false information was provided at the time of registration or if a Seller fails to notify of a change, the Hosting Site may suspend or close (permanently) the Seller account, under the conditions indicated in article 12.2.2 hereof "other failures by the Seller to comply with his/her/its obligations", , it being specified that the current month's subscription shall remain due.

Once the Seller has completed its registration, it may proceed to sell its Products on the Site.

The Seller benefits from a dedicated interface, the Seller Space, to manage its Products catalogue and its sales.

**3.2.** The Seller Space makes it possible to create a catalogue and manage the placing online of its Products, to validate the availability of Products for each order placed by a Purchaser, to track the dispatch of its consignments, and to review the history of the sales it has performed via Cdiscount Marketplace.

**3.3.** The Hosting Site may suspend the Seller's account until the latter makes the necessary changes, in the event of the use of an inappropriate store name and in particular in the event that this store name:

- states or suggests as well as in its comments or any external hypertext, a link to Cdiscount Marketplace;
- contains a domain name (such as jean-pierre.com). His/her/its identifier as well as the comments accompanying his/her/its offer should not include such references as "www", ".fr", ".com", ".net", etc;
- is unlawful, abusive, offensive or immoral; or
- could create a risk of confusion with the Hosting Site, especially by using the term "discount", or with any other intellectual property right for which he/she/it is not the title holder.

Under such circumstances, the Seller's offers will be withdrawn from the Site. If the Seller refuses to make this change, the Hosting Site reserves the right to proceed to closure of the account in accordance with article 12.2 hereof.

## **4. CONDITIONS OF USE OF THE CDISCOUNT MARKETPLACE SERVICE**

### **4.1. Conditions for placing Products on the Site**

The Seller may freely decide which Products it wishes to offer on Cdiscount Marketplace, the sale price of its Products and the conditions of sale thereof.

The Seller undertakes to comply with the obligations contained in these GCMA and its Annexes, which form an indivisible whole, as well as all other instructions contained (i) in guides such as the Guide to the Purchaser-Seller relationship and the Guide to the rules applicable to second-hand or reconditioned products, which are available and can be consulted at any time on the Seller Space, or (ii) in any communications that may be communicated to him/her by the Hosting Site

The Hosting Site draws the Seller's attention to the fact that the Site benefits from high Internet users traffic. The significance of this traffic is liable to have a material impact on the Seller's business.

The Seller shall at all times ensure that its offers are adequately stocked and that he/she/it is capable of processing the orders it receives, in order to ensure compliance with his/her/its legal and contractual obligations as Seller.

The Seller being solely responsible for its activity in Cdiscount Marketplace, both prior to sales (especially the choice of offers placed online and the volume of business generated) and thereafter (especially compliance with the delivery deadlines and processing customer requests), the Hosting Site shall not be held liable for the commercial success or lack thereof or any situation of economic dependency.

In order to guarantee a satisfactory customer experience, the Seller undertakes not to create or publish duplicate Product Sheets. Any attempt or suspicion by the Seller to circumvent this rule may be sanctioned by the Hosting Site under the conditions of article 12.2 hereof.

In any event, the Seller undertakes to complete and publish on the Site exhaustive and qualitative product sheets, in order to inform Purchaser of the mandatory pre-contractual information as well as the key characteristics of the products. In this respect, the Seller must, in particular, complete the title, brand, EAN, product category, selling price (including the amount of eco-contribution where applicable), reparability index where applicable and search facets. They should also add visuals and a marketing description of the product.

For further information on the product sheet criteria to be respected and the process for creating or modifying an existing product sheet, the Seller may at any time consult the help center available via their Seller Space.

Due to technical constraints linked to the space available for hosting content, the Hosting Site reserves the right to set a maximum threshold of offers that the Seller may publish on the Site.

### **4.2. Accessory goods and services**

The Seller may offer to Purchasers services that are accessory (for example: commercial guarantees) to his/her/its Product. The service price must be included in the sale price and its terms must be detailed in the Seller's general terms of sale and in the product sheet.

The Seller is hereby informed that the Hosting Site, in addition to the items it makes available for sale, offers Purchasers a number of paying services such as the Cdiscount à Volonté "CDAV" loyalty program or additional commercial guarantees.

#### 4.3. Ranking and recommender system for offers on the Site

##### 4.3.1. Ranking of offers on the Site

The offers placed online on the Site - whether by the Hosting Site (*offers bearing the words "vendu et expédié par Cdiscount" : i.e. sold and dispatched by Cdiscount"* ) or by the Sellers (offers bearing the words "*vendu par [seller's name]" i.e. sold by [seller's name]"*) - are classified between different universes, then by Product categories and sub-categories within these universes (for example, within the "Refurbished" universe, "Computer" category then "Tablet" sub-category).

To search for an offer or a Product, the Internet user can browse these universes and/or use the bar of Cdiscount's internal search engine, available at the top of each page of the Site.

In both cases, Internet user have several options for sorting the offers displayed, according to different criteria.

- The default sorting criterion is relevance to the user's search (called "**Pertinence**" i.e. "**Relevance**" on the Site).

The following main parameters are taken into account by the Site's search algorithm:

- firstly, the semantics criterion, i.e. the match between the Internet user's search and the information contained in the product sheet (title, description, content);
  - secondly, in descending order of priority:
    - the popularity of the Product: a Product that has been viewed, added to the basket and/or sold recently and many times, in particular following a specific search by the Internet user, will appear before less popular Products in order to present the Internet user with the Products most appreciated by other Internet users as a priority;
    - the attractiveness of the price (including delivery costs), delivery times, the quality of the product sheet and the rating of the Product by Purchasers. It is hereby specified that offers from Sellers who offer free delivery or who have adhered to programmes or services that offer fast and free delivery to the Purchasers (i.e. "Cdiscount à Volonté" loyalty programme) will be favoured in the ranking, in order to present Internet users with an offer at the best price and with advantageous delivery conditions to best meet their needs.
  - thirdly, the quality and performance of the Seller itself on the Site. For this criterion, the Hosting Site takes into account the Seller's service levels and the volume of business achieved in relation to the level of visibility of its offers on the Site. The aim is thus to allocate the available space on the Site fairly, and to present Internet users with offers from the Sellers' catalog to which they are attracted, or offers that are not yet visible despite the quality of the Sellers concerned.
- Internet users can change this default presentation by selecting one of the following alternative sorting criteria:
    - "**Meilleures ventes**" i.e. "**Best sellers**": enables Products to be sorted according to their success;
    - "**Prix**" i.e. "**Price**": enables Products to be sorted from cheapest to most expensive or from most expensive to cheapest;
    - "**Avis client**" i.e. "**Customer Reviews**": enables Products to be sorted according to Purchasers reviews.

- Regardless of the sorting option selected by the Internet user, the latter can still modify the display of offers by applying the filters provided in the area **"Affiner par" i.e. "Refine by"**, which appears in the left-hand column of the Site pages.

The most frequently used filters common to all Product categories are: "Delivery choice", "Brand", "Delivery country", "Price", "Customer reviews", "Seller" ("Cdiscount" or "Pro Sellers").

Other filters may be proposed depending on the Product category (for example, for a television: "Resolution", "Picture quality", "Connectivity", etc.).

- Certain positions on the Site's search results page are reserved for the promotion of Product offers for which the Sellers pay the Hosting Site.

Where applicable, the offers concerned are identified by the words *"sponsorisé"* i.e. "sponsored" and are given a specific ranking.

The offers thus highlighted are selected algorithmically on the basis of the following main factors: the keywords targeted by the Seller, the amount offered by the Seller, the relevance of the Product concerned to the Internet user's search terms and the keywords targeted by the Seller, and the quality of the offer.

- The same Product may be offered for sale simultaneously by several sellers, including the Hosting Site.

Where applicable, the most relevant offer for the Internet user is highlighted on the search results page and on the product sheet, by means of an insert enabling Internet users to add the Product of the seller concerned directly to their basket.

The most relevant offer is determined algorithmically on the basis of multiple criteria, including the price of the Product, the price and delivery time, the Seller's rating and the quality of the offer. In this context, the offers proposed by the Hosting Site may benefit from an advantage over the Sellers' offers.

In addition, the Sellers' offers integrated into the Fulfillment service, insofar as they offer the most advantageous delivery conditions for the Purchasers (i.e. express delivery, free for CDAV Purchasers and guaranteed level of service quality) benefit from an advantage over the other offers. Sellers' offers integrated into the Cdiscount Express Seller ("CXS") service, which allows for fast delivery, free of charge for CDAV Purchasers, organised by the Sellers themselves, benefit from an advantage over traditional offers that do not meet these criteria.

Offers that are not highlighted in the insert described above remain accessible to Internet users on the product sheet, below this insert.

#### **4.3.2. Offer recommendations on the Site**

Certain offers may be suggested and highlighted to Internet users at various points on the Site (home page, search results page, product details page, shopping basket page, customer area).

These recommendations may be presented in the same way to all Internet users or personalised on the basis of the online behaviour of each Internet user. Certain recommendations may be subject to payment by the Sellers to the Hosting Site.



a. Recommendations common to all Internet users

Certain offers may be visually highlighted depending, for example, on seasonality, current commercial operations, the eco-responsible nature of the Products likely to be of interest to Internet users, etc. These offers are selected on the basis of their quality.

In addition, labels may be affixed to the various offers on the Site, automatically and algorithmically, according to the data and parameters of these offers, in order to assist Internet users in their browsing by enabling them to identify more easily the relevant offers likely to interest them.

These may, for example, be the best-selling offers ("*top ventes*" i.e. top sales"), offers with the highest rating given by Purchasers ("*meilleur avis*" i.e. "best review"), responsible offers based on predefined criteria such as reparability index and energy class ("*plus responsable*" i.e. "more responsible"), or promotional offers during specific periods or events ("*soldes*" i.e. "sales" or "Black Friday").

On the other hand, offers complementary to those visited may be algorithmically recommended to Internet users when they are on a product page.

Certain recommendations can also be presented to all Internet users, but only targeted at a particular category. Exclusive promotional offers intended for members of the "Cdiscount à volonté" loyalty programme may thus be highlighted.

Lastly, certain areas of the Site are reserved for recommendations for which the Sellers pay the Hosting Site. These are identified on the Site by the words "*sponsorisé*" i.e. "sponsored" and involve the promotion of a Product offer, a Seller's shop or a brand.

These recommendations are selected algorithmically on the basis of the following main parameters:

- concerning the promotion of a Seller's boutique or a brand: the amount paid by the Seller;
- concerning the promotion of a Product offer: the keywords targeted by the Seller, the amount offered by the Seller, the relevance of the Product concerned with the Internet user's search terms and the keywords targeted by the Seller, the quality of the offer and, if applicable, the product consulted by the Internet user on the Site.

b. Personalised recommendations based on Internet user behaviour

Certain offers likely to be of interest to Internet users may be highlighted on the basis of their online behaviour previously observed on the Site.

These personalised recommendations, the content of which changes according to the Internet user's behaviour, thus take into account the Internet user's browsing history on the Site (his or her search, click, shopping basket or purchase history).

Internet users may change the setting allowing personalised recommendations to be displayed on the Site by managing their cookie preferences via the "Manage my cookies" link accessible at the bottom of each page of the Site. If you refuse cookies linked to the personalisation of content, you will still be able to see recommendations, but these will not be linked to your browsing history.

Recommendations may be present on the home page, on search results pages, in product information sheets, on the order basket page or in the user's customer area.

The following offers may be presented to Internet users :

- similar, complementary and/or recommended offers based on offers already visited, searched for, clicked on, put in the basket and/or purchased by the Internet user;

- offers in a category to which the Internet user seems to be attracted;
- offers placed in the shopping basket without having been purchased; or
- daily offers identical to those previously purchased (recurring purchases).

The offers highlighted are selected automatically on the basis of various parameters, in particular their popularity and quality.

Finally, certain areas of the Site are reserved for recommendations for which the Sellers pay the Hosting Site. These are identified on the Site by the words "sponsored" and involve the promotion of a Product offer.

These recommendations are selected algorithmically on the basis of the following main parameters: the amount offered by the Seller, the Internet user's browsing history on the Site, the quality of the offer and, if applicable, the product consulted by the Internet user on the Site, the keywords targeted by the Seller, and the relevance of the offer to the Internet user's search terms.

#### **4.4. Announcements of price reductions by the Seller**

In accordance with the regulations in force, in the event of price reduction announcements, the Seller is required to indicate the lowest price he has charged during the last thirty (30) days before the price reduction is applied.

All the prices charged by the Seller on Cdiscount Marketplace are recorded, in order to automatically display on the Site the lowest price charged by the Seller over the last thirty (30) days when a price reduction is announced and set by the Seller (for example during sales periods, Black Friday, etc.).

#### **4.5. Additional Cdiscount Marketplace services**

As part of its activity on Cdiscount Marketplace, the Seller may benefit from free and/or paying services provided by the Hosting Site. Where applicable, the Seller will be informed in advance and will have the choice of whether or not to maintain this (these) service(s).

### **5. ROLE OF THE HOSTING SITE**

**5.1.** The Seller and the Hosting Site are only contractually linked to the extent that the Hosting Site makes available to Sellers, in the context of the present GCMA, a technical platform making it possible to perform sales.

In this respect, no contract of sale exists between the Hosting Site and the Purchaser; the contract of sale is established only between the Seller and the Purchaser.

The Seller is responsible for information concerning the Product that is the subject of the sale, especially the veracity, accuracy and completeness of the description thereof.

The Hosting Site collects and uses all the browsing and purchasing data of Internet users and Purchasers of the Site (browsing history on the Site, searches on the internal engine, placing in the basket, purchase, customer reviews, etc.) This data is intended to optimize the presentation tools of the Products as specified in article 4.3 hereof and is therefore not communicated to the Seller.

**5.2.** The Hosting Site is not involved in conclusion and execution of the contracts entered into between a Seller and a Purchaser in Cdiscount Marketplace and is therefore not required to intervene in any disputes that may arise between the Seller and the Purchaser.

In the interests of defending the visitors to his/her/its site and his/her/its brand image, the Hosting Site nevertheless reserves the right, particularly in the context of article “D1 – Procedures” of the Appendix 1 of the GCMA, to intervene in the resolution of any dispute and the Seller undertakes to comply with the solution that may be found through the intervention of the Hosting Site.

**5.3.** The Seller specifically recognises that the Hosting Site has under no circumstances the status of a reseller of the Products he/she/it offers in Cdiscount Marketplace. Consequently, the Hosting Site shall not assume:

- any cost connected with the purchase of Products sold by the Sellers via Cdiscount Marketplace;
- any cost connected with the financing of the Seller’s stock, to the loss of stock or unsold items;
- any cost connected with sales promotion;
- any investment specific to the Products and more widely to the Seller’s business.

**5.4.** The Seller expressly recognises and accepts from the outset that in the case of a failure of any of the obligations under the present GCMA with regard to Purchasers, the Hosting Site reserves the right, and depending on the case:

- either to cancel the Purchaser's order, where this is still possible, in particular where the Hosting Site becomes aware of the illegality of the Product(s) covered by such an order,
- either to reimburse the cost of the order to the Purchaser and to charge the Seller of this refund,
- or pay a credit note to the Seller into a deposit account,
- and, where appropriate, apply the sanctions stipulated in the GCMA and in particular in article 12.2.2 hereof under “other failures by the Seller to comply with his/her/its obligations”.

**In particular:**

- In the case of claim from a Purchaser concerning a parcel that was not received, and without presentation by the Seller of a proof of delivery from the forwarder and including elements that make it possible to identify the Purchaser within the abovementioned period of seven (7) calendar days following the request by the Hosting Site of such proof, the Hosting Site shall proceed to reimburse the Purchaser. To this end it is up to the Seller to ensure that it retains all information especially the follow-up numbers so as to be able to provide written proof of delivery.
- In the case of a demand concerning a breakage, the Seller undertakes to confirm in writing to the Purchaser that he/she/it has taken account of the requests within a period of two (2) working days specifying the return address or the identity of the company commissioned by the Seller in the case of a service provider moving to the place where the Product is located. The delivery, intervention and return costs shall be borne solely by the Seller. The Seller undertakes to ensure that the repair/replacement and return of the Product to the Purchaser does not exceed thirty (30) calendar days after receipt of the Product. In the absence of written confirmation within a deadline of two (2) days and repair or effective replacement of the Product within the aforementioned thirty (30) calendar days and if the Purchaser has not received any reimbursement from the Seller, the Hosting Site may itself proceed to make the reimbursement and shall charge this reimbursement back to the Seller.
- In the absence of a reply from the Seller to the Purchaser’s claim within a period of two (2) working days following a claim made by a Purchaser, the Hosting Site may arbitrate in favour

of the Purchaser and reserves the right to proceed to make reimbursement for the Product and to charge this reimbursement back to the Seller.

- In all circumstances, the Seller undertakes to provide written confirmation to the Hosting Site of what he/she/it has taken into account, dealt with and satisfactorily closed the Purchaser's request and has done so in accordance with the procedure set up by the Hosting Site for communications with the Purchaser. Otherwise, the Hosting Site shall not be held liable for any reimbursement made erroneously to the Purchaser.

**Note:** a reply from the Seller that is designed to make the Purchaser wait or indicating that a reply will be sent to him/her within a certain time limit shall not be considered a reply within the meaning of the previous paragraph.

## **6. PAYMENT AND TERMS OF PAYMENT**

### **6.1. Product Payment by the Purchaser**

**6.1.1.** The Purchaser shall pay for the Product purchased on the Hosting Site via Cdiscount Marketplace using the means of payment offered on the Hosting Site such as:

- credit or debit card accepted at the Site;
- payment in several instalments;
- any other mean of payment accepted by the Hosting Site.

The Hosting Site, approved by the French *Autorité de Contrôle Prudentiel et de Résolution* as a payment service agent for CNOVA PAY under number 79281, shall be responsible for the collection of funds paid by the Purchasers to the Seller and shall cover the costs of non-payment due to credit card fraud (i.e. fraudulent purchases due to the theft or unauthorised use of information about credit cards) given the Seller did follow the procedures indicated by the Hosting Site when appropriate, in order to limit said frauds. The Seller, for its part, shall remain responsible for all other costs and expenses linked to such fraud such as the cost of recovering the Products.

It is nevertheless agreed that the Hosting Site shall not cover the costs of non-payment that are due to credit card fraud:

- In connection with any of the Seller's products that were not despatched in strict compliance with the selling and despatch procedures enclosed with the present GCMA;
- or in any case in which the Hosting Site shall have alerted the Seller of the risk of fraud.

The Seller shall accept all other risks of fraud, theft or loss the cost of which is not transferred to the Hosting Site under the present GCMA.

The Seller undertakes to accept the payment method chosen by the Purchaser.

**6.1.2.** The Seller shall send an invoice to the Purchaser, either in the parcel, or through sending it to the Purchaser's postal address, or via email.

**6.1.3.** The Seller must use his/her/its Seller Space to make all reimbursements or adjustments for sales it has made via Cdiscount Marketplace; on its order, the Hosting Site shall re-credit the Purchaser accordingly.

The Seller shall cover the cost of returning the Product in the case of a reference error for which the Seller is liable, for updating a legal guarantee of compliance, or if a Product proves to have been

damaged when unpacked or for any other reason for which the law requires a Seller to cover the costs of return of an item.

## **6.2. Commission and management fees in several payments by Purchaser**

**6.2.1.** The Hosting Site shall charge the Seller commission on each Product order accepted by the Seller. The total commission applicable to each Product category is stated in Appendix 2 of the present GCMA. The amounts due to the Hosting Site applicable to a sale are those stated in the applicable price list at the time the Purchaser placed an order for the Product in question.

Commission on sales due to the Hosting Site fall due as soon as the Purchaser has paid the price of sale in full or by the first due date for payments in several instalments.

The commission remains acquired by the Hosting Site where the sale is cancelled or unpaid for any reason for which the Hosting Site is not liable, including in cases where the sale is automatically cancelled because the Product has not been despatched within the deadlines advertised by the Seller or has not been prepared within the maximum period provided for in Article A of Annex 3 of the present GCMA, given that the service has been provided by the Hosting Site.

However, even though the service has been provided by the Hosting Site, the commission is paid back to the Seller, in circumstances in which the Purchaser cancels the order before despatch or exercises his/her right of retraction after delivery of the Product.

**6.2.2.** The Hosting site shall charge the Seller with management fees for each Product sold by the Seller for which the Purchaser opted for payment in several instalments. The amounts of these management fees are mentioned in Appendix 2 of the present GCMA.

**6.2.3.** The invoicing of the aforementioned commission and management fees shall be done daily and drawn based on ten-day periods.

**6.2.4.** The Hosting Site may grant the Seller lower commission rates than those set out in Appendix 2 of the present GCMA on promotional events or grant the Seller discounts on the occasion of the launch of new services.

These changes will come into effect on the date indicated in the communication concerning the temporary promotional event or the new service at the site.

## **6.3. Repayment of the proceeds of sales to the Seller**

**6.3.1.** Payment of the proceeds of Product sales is made by the Hosting Site to the Seller by bank transfer and except duly justified exception to the Hosting Site or agreement of the latter to a bank account in the name of the Seller, in accordance with the General Terms of Use for CNOVA PAY Payment Services.

For each deadline, the total payment corresponds to the amounts become available – under the conditions of article 3.4 of the General Terms of Use for CNOVA PAY Payment Services – during the previous ten-day period, minus commissions, any other amount due by the Seller to the Hosting Site and the sums already paid to the Seller.

Table summarising the payments per ten-day period:

- The 21<sup>st</sup> of the month M
- The 1<sup>st</sup> of the month M + 1
- The 11<sup>th</sup> of the month M + 1

The Seller shall hold a business banking account and ensure that its bank account details have been provided correctly (especially the IBAN number). If the Seller has provided incorrect bank details on its Seller Space, he/she/it cannot engage the liability of the Hosting Site for non-payment of the proceeds of his/her/its sales.

**6.3.2. Note:** For the first payment, the payment date shall be calculated within a minimum of thirty (30) days after the Seller's first sale. Following a change of bank account details by the Seller, the payment date may be postponed by a maximum of twenty (20) calendar days following receipt by the Hosting Site of all documentary evidence requested by the Hosting Site.

In order to protect the Purchasers, and during the time needed for any investigations concerning the actions and/or performance by the Seller of his/her/its obligations in the context of sales concluded with the Purchasers, the Hosting Site reserves the right to delay payment of all or part of the amounts due to the Seller, in particular in the event of the information made available to the Hosting Site, particularly with regard to the Purchasers' claims, leading to the conclusion that the sales made by the Seller risk generating an abnormal number of claims.

According to the result of the investigations of which the Seller will be informed, the Hosting Site shall pay all or part of the amounts due to the Seller.

#### **6.4. Guarantee reserve**

The Seller recognizes and accepts that a guarantee reserve is established and maintained for the benefit of the Hosting Site. This lump-sum guarantee will be held temporarily by the Hosting Site in order to cover the financial risks associated with any failures on the part of the Seller (orders accepted but not delivered, refunds based on the right of withdrawal or the legal guarantee of conformity, payment of unpaid service invoices, etc.).

The amount of the guarantee reserve corresponds to a number of days of average business volume achieved by the Seller on Cdiscount Marketplace over sliding periods of thirty (30) days (hereinafter the "Reference Period") from which the commissions taken by the Hosting Site (described in [Appendix 2 B](#)) are deducted.

This number of days is determined on the basis of the Seller's risk profile, which depends on (i) the shipping zone of its products (i.e. in ascending order of risk: France, Europe or outside Europe) and (ii) whether or not it uses the Fulfilment service (as the products are delivered via the Fulfilment service, the risk associated with the product delivery stage is not the Seller's responsibility). The risk profiles are therefore defined by Cdiscount according to objective criteria.

The amount of the guarantee reserve is re-evaluated every decade according to the evolution of the above-mentioned business volume achieved by the Seller during the successive Reference Periods, in order to adapt this amount to the evolution of the risk, upwards as well as downwards.

The overall amount of the retained guarantee reserve is automatically rounded down to the nearest 100 euros:

- lower in the case of a calculation resulting in a theoretical amount between zero and 50 (excluded) ;
- higher in the case of a calculation resulting in a theoretical amount between 50 (inclusive) and 100.

Examples:

- if the calculated reserve amount is EUR 1 234, then guarantee reserve is set at EUR 1 200;

- if the calculated reserve amount is EUR 1 288, then guarantee reserve is set at EUR 1 300.

The amount of the guarantee reserve shall be brought to the attention of the Seller via its Seller Space prior to its constitution and at each revaluation. The Seller may at any time contact the Hosting Site to obtain further information on the aforementioned amount and/or the evaluation of his risk profile, via his Seller Space.

If the Hosting Site detects a particular risk (i) linked to the failure of the Seller to comply with any legal obligation which the Hosting Site should fulfil on its behalf, or (ii) following a significant decrease in the Seller's activity or in the event of a lack of activity from the Seller during the last Reference Period, whatever the cause (termination of the contractual relationship by the Seller or by the Hosting Site, lack of activity), the Hosting Site shall retain a guarantee corresponding to 95% of the amount of the previous guarantee reserve.

**Restitution.** The principle of the guarantee reserve applies throughout the duration of the contractual relationship with the Hosting Site. In case of the absence of activity by the Seller on Cdiscount Marketplace for two (2) consecutive months for French Sellers and three (3) consecutive months for non-French Sellers, whatever the cause, the guarantee reserve will be progressively returned at a rate of 20% of the remaining balance for each decade. As an exception and if the Hosting Site detects a particular risk associated with the activity of the Seller (in particular an abnormally high rate of reimbursement), the reserve of guarantee may be maintained for a maximum period of twelve (12) months following the termination of the Seller's activity on Cdiscount Marketplace.

## **6.5. Terms of payment**

Unless stated to the contrary, all the amounts due to the Hosting Site are indicated in euros (EUR) to include all taxes. It is the Seller's responsibility to pay all of the amounts and taxes applicable that are the result of the use of the Hosting Site.

The Hosting Site reserves the right of checking the information provided by the Seller via his Seller Space and automatically deduct payment from the Seller's bank card or debit the Seller Payment Account or the Seller's bank account for any amount effectively due to the Hosting Site, something that the Seller acknowledges and accepts by subscribing to Cdiscount Marketplace service. The Seller must provide the Hosting Site with his/her/its bankcard details for this purpose. The Hosting Site further reserves the option of requiring the Seller to provide his/her/its bank details and to sign a standing order of the type used in the SEPA, and the Seller acknowledges and accepts this from the outset.

Offsetting shall legally take place, whether or not the legal conditions for compensation are present, between the amounts due from the Seller to the Hosting Site and those due from the Hosting Site to the Seller.

Consequently, the Seller specifically agrees that offsetting the amounts due from the Seller to the Hosting Site, whether under the present GCMA or through any other commercial relationship that the Parties may maintain elsewhere, with all the amounts due from the Hosting Site to the Seller, for whatever reason, is paid automatically and immediately.

Pursuant to the legal dispositions in force, the Hosting Site is obliged to notify the Seller that in the event of late payment, interest on arrears will be charged automatically starting from the invoice due date, at a rate equal to three (3) times the legal interest rate, plus a lump sum set by decree for recovery costs.



## **7. INTELLECTUAL PROPERTY**

### **7.1. Licence granted to Hosting Site by Seller**

The Seller grants to the Hosting Site and its Subsidiaries, on a free and non-exclusive basis, a license to use and operate on:

- its distinctive elements (trademarks, corporate name, trade name, logos, etc...) of which it is the owner or holder of the rights, and
- all other graphic elements, visuals, videos or texts, including the information contained in the product sheet, provided by the Seller,

(hereinafter together the “**Content**”)

and this, worldwide, for the duration of the protection of the rights relating to the Content, including but not limited to copyright, trademark, designs and models for commercial reference, communication and for the purposes of promoting and marketing the Products on the Site.

This license includes in particular:

- the right to reproduce the Content, which includes the right to fix, digitize, reproduce, edit the Content, in whole or in part, without limitation of number, by any means, processes or modes of communication and on any media including paper media (such as, in particular, brochures, advertising leaflets, books), newspapers, magazines, internal or external documents), magnetic, optical, digital, computer, telematic, electronic, film, video cassettes, digital optical discs (such as CD-ROM, CD-I, DVD-ROM) or any other known or unknown media, now or in the future;
- the right to adapt the Content, which includes the right to adapt, correct, translate, arrange, digitize, retouch, cut, evolve, modify the Content or its support, delete the Content, in whole or in part, assemble it with or integrate it into any other existing or future work (such as, in particular, any database or any other computer program for any exploitation thereof), in any form and by any means, processes or modes of communication known or unknown to date, and in particular, on paper media (such as, in particular, brochures, advertising leaflets, books, newspapers, magazines, internal or external documents), magnetic, optical, digital, computer, telematic, electronic, film, video cassettes, digital optical discs (such as, in particular, CD-ROM, CD-I, DVD-ROM), or any other medium known or unknown to date, now or in the future; the right to translate includes the right to translate and have translated this Content, in any written or spoken language, whether or not accessible to the general public, and in all types of computer language;
- the right of representation, which includes the right to represent, privately or publicly, to distribute, broadcast all or part of the Content, free of charge or against payment, to any public, by any means or process, present or future, and in particular by any means of telecommunication, by cable and satellite, by hertzian, optical, wired, via networks (and in particular minitel-type networks, internet, extranet, intranet), all computer, electronic communication and audiovisual processes (in particular digital and/or interactive television, cable broadcasting), known or unknown to date.

This licence is granted on all media, in particular (i) Cdiscount media (i.e. Site, webinars, newsletters, etc.), as well as (ii) Cdiscount partners' media (including search engines and social networks).



Each of the foregoing rights applies to any modifications, updates, improvements or developments that the Seller may make to the Content.

However, it is understood that the Hosting Site will not modify any of the distinctive signs of the Seller provided within the framework of the Cdiscount Marketplace Service, except to adapt them to the extent necessary for presentation, for example in cases where online presentation or ergonomic constraints would require it, as long as the proportions remain the same.

The Seller acknowledges and accepts that, in order to allow fair competition between offers on the Site, the Hosting Site and other Sellers offering identical products to the Seller may, free of charge, position their offers on the same product sheet as the one created by the Seller. In this context, the Seller acknowledges and accepts that the Hosting Site and the aforementioned Sellers may promote these offers on the media listed above. This authorisation is granted under the same conditions of duration and territory as the licence described above.

The Hosting Site creates and provides the matrices of the product sheets (structure, field, hierarchy of the fields...) and keeps the exclusive property of it. As such, any form of total or partial copy, vacuuming and reproduction of the product sheet matrices produced and used by the Hosting Site are strictly prohibited without its prior written consent.

## **7.2. Licence granted to Seller by Hosting Site**

The Seller acknowledges and accepts to hold a non-exclusive licence to use elements protected by copyright and that he/she/it may use in application of the present GCMA (hereinafter referred to as the "Protected Elements") in exchange for the payment of his/her/its subscription. This licence is granted for the duration of the relationship between the Seller and the Hosting Site under these GCMA. This licence is unassignable and may not be deemed as a transfer of ownership. The Seller therefore agrees to refrain from directly or indirectly selling, transferring, lending, sublicensing, delegating or giving to a third party, even gratis, any right to use the Protected Elements.

In any case, the Seller undertakes to not:

- try to copy, change, reproduce, create any by-products, alter, create a mirror, republish, download, display, forward or distribute all or part of the Protected Elements under any form, on any medium and by any means whatsoever;
- try to take apart, conduct any reverse engineering or make understandable by any other means all or part of the Protected Elements;
- access all or part of the Protected Elements with the view to design a competitive solution;
- access the Protected Elements as a source code or unlocked code with comments;
- use a robot, spider, website scraping or crawling tool or any other means used to harvest or index all or part of the Protected Elements;
- try by any means to delete, circumvent any technical safety measures (TSM), nor to use or make with the view to sell or hire, import, distribute, sell or hire, offer for sale or hire, promote the sale or hire of or stock for any private or commercial use any means used to facilitate the deletion or unauthorised avoidance of the TSM;
- use the Protected Elements to provide services to third parties or grant a subcontract, sell, hire, transfer, assign, distribute, display, disclose, use for commercial purposes or make the Protected Elements available by any other means to a third party.

## **8. LIABILITY OF THE HOSTING SITE**

The Hosting Site shall implement all of the resources available to it to ensure the performance of the services that are the subject of the present GCMA but does not guarantee that the Hosting Site, including Cdiscount Marketplace and the services associated therewith, shall be permanently available.

In accordance with the regulations in force, in particular Regulation (EU) 2022/2065 on a Single Market For Digital Services (DSA), the Hosting Site can not be held liable in the event of litigation (in particular infringement actions) relating to the content published by the Seller on Cdiscount Marketplace (including texts, visuals, trademarks, logos, etc.), provided that the Hosting Site has acted promptly to remove from the Site any manifestly illegal content brought to its attention in accordance with the aforementioned regulations.

As the Hosting Site is a third party to the sales contract concluded between the Seller and the Purchasers, it may not be held liable in the event of any dispute relating to the Products and their sale, in particular with a Purchaser or a public authority.

The liability of the Hosting Site shall be limited to the reparation of direct and foreseeable damages within the limit:

- of the selling price that is the subject of the dispute regarding an order, or ;
- of the amount of commissions received for the Seller's activity during the month preceding the event giving rise to liability regarding any other case.

Under no circumstance may the Hosting Site be held liable for any indirect damage such as loss of earnings or profit, losses or alterations to data, damage to the image, etc.

The above liability restriction shall be inapplicable:

- In the case of dishonesty or gross negligence by the Hosting Site;
- In the case of corporeal damage, claims based on liability due to defective products.

## **9. SELLER'S LIABILITIES AND WARRANTIES**

### **9.1. Liabilities with respect to the Hosting Site and/or third parties.**

The Seller shall be solely liable for damages and liability of all types caused to Purchasers and to any other third party due to the content he/she/it places online on Cdiscount Marketplace, Products he/she/it offers thereon and the sales he/she/it enters into therein.

Consequently, the Seller waives the right to involve the liability of the Hosting Site in the case of a legal action or litigation (especially for counterfeiting, forgery or passing off or for an attack on distribution network, legal action by a Purchaser, an administration, etc.) concerning the information communicated by the Seller on Cdiscount Marketplace (text, images, photographs, trademarks, logos, etc.) concerning the Products or the sale thereof.

## **9.2. Warranties by the Seller**

### **a. Against the actions of third parties other than the Purchasers**

The Seller declares and warrants to the Hosting Site:

- That he/she/it is the owner of the intellectual property rights that enable it to make available the information communicated (text, images, photographs, trademarks, logos, etc.) to the Hosting Site, to publish them on Cdiscount Marketplace and the latter are not liable to harm any third-party rights nor existing laws and in particular provisions regarding defamation, insult, privacy, image reproduction rights, breach of moral standards and do not constitute, in whole or in part, counterfeiting, forgery or passing off nor unfair competition, nor parasitism;
- That he/she/it is the owner of the rights necessary for the sale of the Products via Cdiscount Marketplace and that these Products do not infringe any third-party rights throughout the world, and especially their sale in Cdiscount Marketplace does not harm a selective or exclusive distribution network.

If all or part of the Product or the content provided by the Seller becomes the subject of a dispute, claim or legal action by a third party for counterfeiting, forgery or passing off or is in breach of any other third-party right, the Seller undertakes to inform the Hosting Site accordingly in writing and without delay.

The Hosting Site reserves the right to withdraw the Product or the Seller's content as soon as it receives written notification informing it of the potentially fraudulent nature or otherwise prejudicial nature for a third party of the said Product or content. At any event, the Seller undertakes to provide a reply to any third party availing itself of a breach of its rights within eight days and to resolve any dispute resulting from this incident as soon as possible and at the latest within (1) one month of the date of communication of the claim by the Hosting Site or from the claim when this is addressed directly to the Seller. The Seller shall maintain the Hosting Site and its administrators free of any costs they may be required to pay for the defence of their interests and for compensation to a third party for a transaction or legal decision.

### **b. Against the actions of third parties having the legal status of Purchasers**

The Seller acknowledges that the Hosting Site is not a party to the sales into which he/she/it enters with the Purchasers on Cdiscount Marketplace. Consequently, the Seller shall keep the Hosting Site and its administrators free of any costs that it may be required to commit for the defence of its interests and to compensate any Purchaser under an amicable agreement, settlement or court judgment.

## **10. INSURANCE**

The Seller declares that it has taken out an insurance policy with a reputable insurance company doing business in France for all the financial consequences of its civil liability, whether professional, delictual, and/or contractual, due to damages whether physical, material and immaterial, suffered by the Hosting Site or any third party in the context of activity under this contract. In this respect, the Seller agrees to pay the premiums and contributions relating to that insurance policy and generally to comply with all obligations to cover all its activities.

The Hosting Site declares in turn that it has taken out an insurance policy covering all the financial consequences of its civil liability, whether professional, delictual, and/or contractual, for services provided in the context of activity under this contract.

## **11. DURATION – CHANGES TO THE GCMA**

### **11.1. Duration**

Sellers are allowed to register for an unlimited period.

### **11.2. Changes**

The Hosting Site reserves the option of making changes to the GCMA. The Seller shall be informed of any changes via e-mail, sent by the Hosting Site fifteen (15) calendar days before the amended GCMA date of entry into force, except in the event of:

- an emergency application of a legal or regulatory obligation, or
- an overriding requirement, or
- changes made in favour of the Seller in compliance with the Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services.
- new services made available online for the benefit of the Seller.

The Seller shall be free to accept the amended GCMA or terminate his/her/its use of Cdiscount Marketplace service, as per the GCMA.

The Seller may freely forgo this notice period by providing a written statement or by taking clear affirmative action.

## **12. SUSPENSION – TERMINATION – CLOSURE OF ACCOUNT**

Where applicable, the Hosting Site shall notify the Seller of decisions to restrict, suspend and/or close its account, as well as the reason for such decisions, within the scope and under the conditions defined by Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services, with regard to Sellers established within the European Union.

It is hereby specified that the definitive closure of the Seller's account constitutes termination of the contractual relationship between the Seller and the Hosting Site under these terms and conditions.

### **12.1. Termination for convenience**

#### **12.1.1. Termination at the initiative of the Seller**

A Seller may only end his/her/its registration with Cdiscount Marketplace on the Site at any time, by clicking the button marked “cancel my subscription” to be found on his/her/its Seller Space.

The closure of the account in question becomes effective immediately following the request for termination of the subscription by the Seller.

#### **12.1.2. Termination at the initiative of the Hosting Site**

Unless otherwise stipulated, the Hosting Site has the option to cancel the Seller's registration with providing at least three (3) months notice, at any time.

#### **12.2. Sanctions if the Seller fails to comply with his/her/its obligations**

##### **12.2.1. Failure to comply with the levels of service**

a) Failure by the Seller to comply with any of the expected levels of service set out in Appendix 1 shall result in the suspension of the Seller's Account following despatch of an official notification sent via email by the Hosting Site to the Seller and that has remained unproductive at the end of a period of thirty (30) calendar days.

Upon failure by the Seller at the end of this period, the Seller's Account may be closed within an additional period of thirty (30) days after the Seller has been sent notification.

b) Failure by the Seller to comply with one or more of the expected levels of service set out in Appendix 1, observed on two (2) occasions during the last twelve (12) rolling months, may lead to the immediate closure of the Seller's account, upon simple notification and without notice.

c) Serious non-compliance with any of the expected service levels set out in Appendix 1 may, depending on the seriousness of the case, result in the immediate suspension or closure of the Seller's account upon simple notification and without prior notice. For example, the Hosting Site shall reserve the right to suspend the Seller's account if the rate of claims exceeds 2% within the last sixty (60), thirty (30) or fifteen (15) days.

##### **12.2.2. Other failures by the Seller to comply with his/her/its obligations**

Any failure to perform or poor performance by the Seller of his/her/its obligations under the GCMA may result in the following penalties:

- the immediate, temporary or definitive retraction of litigious offers by the Seller;
- temporary or definitive prohibition from posting offers in one or more defined categories;
- the immediate and temporary suspension of the Seller's account;
- the immediate and temporary suspension of the payment of any amounts received on behalf of the Seller's account;
- the closure of the Seller's account after the deadline provided in an official notification remains unproductive for a period of thirty (30) days;
- the closure of the Seller's account by right, upon simple notification, without notice or with less than thirty (30) calendar days' notice (i) in the event of a serious failure of the CGMAD and/or (ii) in the event of repeated failure of the CGMAD over the last twelve (12) rolling months (i.e. a failure of an obligation of the CGMAD repeated at least once, or at least two failures noted by the Hosting Site of different obligations of the CGMAD).

The aforementioned sanctions shall be applied, where applicable, in proportion to the seriousness of the failure(s) of the GCMA noted by the Hosting Site.

### **12.3. Other cases of suspension or termination**

#### **12.3.1. Trial period**

During the ninety (90) calendar days following the publication of its first (1st) offer in Cdiscount Marketplace, the Seller will be subject to a trial period.

Should, by the end of this period, the Seller have failed to comply with any of his/her/its contractual obligations, the Hosting Site may suspend or close the Seller's account without prior notice, depending on the seriousness of the failure.

The Seller will be informed of the suspension or closure of its Seller account via email. If necessary, the Seller may make a new application solely under the conditions provided in article 3 hereof "Registration of the Seller in the context of the Cdiscount Marketplace service user".

#### **12.3.2. Temporary suspension of the Seller's account to support the Seller and/or protect the Purchaser**

In the context of the start-up of the Seller's activity on Cdiscount Marketplace or of a restart of activity, in particular following a suspension or a prolonged period of inactivity, and in order to be able to alert the Seller quickly and protect him/her/it in the identification and processing of any failures, the Hosting Site may, depending on the volume of orders placed by the Seller and subject to prior written notification, verify that orders are being processed correctly and that service levels are being met, by suspending the Seller's account for a period of time proportionate to the time required for these verifications.

Furthermore, at any time during the Seller's period of activity on Cdiscount Marketplace, and in order to protect Purchasers, the Hosting Site reserves the right to suspend, without prior notice, the Seller's account as a preventive measure in the event that a risk of fraud requiring additional investigations is identified. In such cases, the Seller will be informed in writing. Suspension will be maintained for a period proportionate to the investigations required to confirm or refute the risk of fraud identified.

#### **12.3.3. Suspension of the Seller's account in the event of a risk related to the security or compliance of a Product**

In case of identification of a risk related to the security or compliance of a Product, the Hosting Site reserves the right to suspend, without prior notice, the Seller's Cdiscount Marketplace account, as a preventive measure, in order to protect the health and safety of Purchasers.

In this case, the Seller will be informed of the suspension of his account by email.

#### **12.3.4. Suspension of a Seller's account in the event of a non-qualitative catalogue**

Due to technical constraints related to the space available for hosting qualitative content for Purchasers on Cdiscount Marketplace, the Hosting Site reserves the right to suspend the Seller's account in the event of a non-qualitative catalogue, in particular in the following cases:

- a. when the Seller creates and publishes on the Site product sheets that do not comply with the GCMA, in particular with the requirements set out in article 4.1 hereof;
- b. when the Seller publishes on the Site a catalogue with an abnormally high number of offers;

- c. due to a lack of quality and/or performance of the Seller's catalogue on the Site. For this criterion, the Hosting Site takes into account the criteria for ranking offers as set out in article 4.3 hereof, the Seller's service levels and the volume of business achieved in relation to the level of visibility of its catalogue on the Site;
- d. as a result of an alert by an external search engine concerning the existence of anomalies in the offers present in the Seller's catalogue, leading the external search engine to give the offers an unfavourable rating.

Where applicable, the Seller concerned will be informed by e-mail of the suspension of his account.

In order for the Hosting Site to lift the suspension of the Seller's account, the Seller must make a commitment to the Hosting Site to rationalize the offers in its catalogue and/or improve their attractiveness and quality, in particular with regard to the classification criteria listed in article 4.3 hereof.

In accordance with article 12.2.2 hereof, the Hosting Site reserves the right to immediately close the Seller's account, upon notification and without prior notice, (i) in the event of repeated breach of the GCMA, in particular if the quality and/or performance of the Seller's catalogue on the Site remains deficient following the reopening of his account, or (ii) in the event of a particularly serious breach.

The aim is thus to allocate the available space on the Site fairly and to present Internet users with offers from the Sellers' catalogues to which they are attracted, or offers not yet visible despite the quality of certain catalogues. The aim is also to protect Purchasers from any fraudulent schemes or attempts by Sellers.

#### **12.3.5. Termination for inactivity**

In the event of inactivity on the part of the Seller, i.e. no account management and/or no transactions performed by the Seller on the Site over a period of three (3) months, , the Hosting Site reserve the right to immediately suspend and/or terminate the Seller's account, after providing thirty (30) days written notice by simple notification to the Seller, in order to protect the interests of the Purchasers and Sellers.

#### **12.4. Consequences of the termination**

If either of the Parties cancels and does so for any reason whatsoever, any amounts due from the Seller on the date on which the termination comes into effect shall become due immediately. The Seller shall lose the status of Seller and consequently:

- all of the Product offers shall be withdrawn from Cdiscount Marketplace on the Site;
- the Hosting Site reserves the right to provide the Seller's details to a Purchaser if necessary.

Unless there is a termination that is due to an error by the Hosting Site, the subscription fees for the month in which the termination occurs shall remain due in full.

**IN ALL CASES OF CLOSURE OF THE REGISTRATION OF A SELLER ACCOUNT, AND REGARDLESS OF WHICH PART IS ON HIS/HER/ITS INITIATIVE, THE SELLER MUST CONTINUE TO FULFIL ALL OF ITS LEGAL AND CONTRACTUAL OBLIGATIONS. THE SELLER IS IN PARTICULAR REQUIRED TO COMPLETE THE FULFILMENT OF ANY ORDER PLACED BY A PURCHASER THAT WAS IN PROGRESS ON THE DATE OF CLOSURE AND TO COVER HIS/HER/ITS AFTER-SALES OBLIGATIONS (LEGAL AND CONTRACTUAL) RELATING THERETO AND ESPECIALLY THE CORRECT HANDLING OF CLAIMS UNTIL THEY ARE RESOLVED.**



Therefore, for the purposes of proper management of Purchaser complaints, the Seller retains access to its Seller Space for a period of twenty-four (24) months from the last sale.

Any Seller whose Cdiscount Marketplace account has been closed due to failure to comply with the present GCMA may not submit a new account opening request for a period of six (6) months following the date of closure of the account. The Hosting Site undertakes to study any request for reopening after this period and reserves the right to accept or decline any new application.

Nonetheless, for Sellers whose account was terminated due to failure to comply with the expected service levels set out in Appendix 1, and particularly those relating to Product delivery quality, the Hosting Site reserves the right to accept an account opening request before this period has elapsed, providing that the Seller agrees to subscribe to a logistics service operated by the Hosting Site or its Subsidiaries to despatch these Products, in order to guarantee proper delivery of the Products to the Purchasers.

### **12.5. Seller's complaints**

If the Seller's offers have been withdrawn from sale or the Seller's account has been restricted, suspended or terminated, in particular as a result of the publication of illegal content, the Seller may request clarification of the facts and circumstances surrounding such decisions or contest them within the framework of the Hosting Site's internal complaint-handling systems referred to in [article 17.9.1](#) hereof.

## **13. POLICY ON ILLICITS CONTENTS**

**13.1.** The Hosting Site makes every effort to create and maintain a safe and reliable online experience for Site users. To this end, it implements a set of measures aimed at combating the presence of illicit content on the Site.

The definition of illicit content is broadly understood: it covers any content of the Sellers (i.e. product, elements of the product sheet including labels, descriptions, images, etc.) which is in violation to the applicable regulations and/or does not comply with these GCMAD (hereinafter the "**Illicit Content**").

In particular, the following content is prohibited

- (i) an infringement of copyright ;
- (ii) an infringement of image rights;
- (iii) trademark infringement;
- (iv) design and model infringement;
- (v) patent infringement;
- (vi) use of a label or appellation without the authorisation of the owner;
- (vii) piracy (of cinematographic and audiovisual works or software);
- (viii) violation of a selective or exclusive distribution network;
- (ix) a prohibited environmental, nutritional or health claim;
- (x) a danger to health, safety or the environment;
- (xi) the sale of a product that is subject to legislative or regulatory restrictions;
- (xii) incitement to violence, discrimination, hateful content or an attack on public order;
- (xiii) an infringement of the regulations on the single book price; or
- (xiv) a failure of the special conditions laid down by the Hosting Site in connection with the marketing of certain products (for example in the "Games and Toys" category during the end-of-year period, or in the event of a breach of public decency or the image of the Site).



**13.2.** The Hosting Site has implemented a moderation policy based on the various sources available to it for reporting and detecting illicit Content.

The Hosting Site thus examines:

- alerts and injunctions from administrative and judicial authorities. Such alerts and injunctions are treated as a human priority and lead, where appropriate, to the removal of Illicit Content targeted by the authorities, as well as similar content that may have been identified by the Hosting Site on the Site.  
To facilitate these alerts, the Hosting Site provides the authorities with a single electronic contact point.
- notifications made by trusted alerts within the meaning of Regulation (EU) 2022/2065 on Digital Services (“DSA”). These will be dealt with humanely and as a matter of priority and will result, where appropriate, in the removal of the Illicit Content in question;
- notifications made by any individual or any entity, including rights holders, using the form accessible at the bottom of the Site page ("Notify illicit content"). These notifications are subject to human processing in order to exclude obviously inadmissible notifications (e.g. malicious or abusive notifications) and, if this is not the case, to moderate the contentious content notified as a precautionary measure;
- alerts issued by Purchasers via (i) customer reviews, such alerts being subject to semi-automated processing (i.e. identification of customer reviews revealing the existence of Illicit Content via an algorithmic tool followed by human processing), (ii) the Signal Conso platform (human processing) or (iii) social networks (human processing);
- online interfaces and official databases of national and European authorities (e.g. Rappel Conso, the website of the French National Agency for the Safety of Medicines and Health Products, *Safety Gate*), enabling the Hosting Site to identify products presenting a risk to the health or safety of individuals and to withdraw them from sale on the Site (human processing).

**13.3.** In the event of non-compliance with the Hosting Site's policy on Illicit Content, and in addition to the removal of the said Illicit Content from the Site (i.e. removal of the contentious information or removal from sale of the offers/Products concerned), the Sellers concerned may also be subject to formal notice, suspension or even closure of their Seller account.

In particular, the Hosting Site reserves the right, after prior warning, to take the aforementioned action with regard to the account of the Sellers concerned if they frequently supply Illicit Content. In this context, the Hosting Site will assess the situation on a case-by-case basis following a human examination, objectively and in timely manner, taking into account all the relevant facts and circumstances which emerge from the information available to it, in particular the number and seriousness of the Illicit Content submitted, the relative proportion of such Contents in relation to the total number of Contents supplied by the Seller, as well as the Seller's intention where possible.

Where necessary, these actions are taken by the Hosting Site as a precautionary measure in order to protect Internet users.

**13.4.** Sellers have the possibility of contesting the aforementioned decisions taken by the Hosting Site in application of the policy relating to Illicit Content. To this end, they benefit in particular from the internal complaints handling system provided for in article 17.9.1 hereof.

**13.5.** Finally, the Hosting Site has also - on a voluntary basis - set up automated filtering systems aimed at detecting certain Illicit Content and blocking its publication as a preventive measure, prior to any appearance on the Site.

These automated systems are based on various pre-set criteria. For example, they make it possible to block the publication of hateful content, prohibited environmental claims, or dangerous products (such as offers of weapons or drugs). They may be subject to human review in order to refine the rules put in place on an ongoing basis.

By the same token, the Hosting Site may also have agreements with rights holders involving the implementation of similar filtering measures, aimed at preventively blocking the publication of content presenting a serious risk of counterfeiting.

**13.6.** Technical problems may temporarily affect the measures put in place to combat the presence of Illicit Content on the Site. Furthermore, the automated filtering systems may be maliciously circumvented by certain Sellers, in which case the sanctions set out in these GCMA will apply.

## **14. PROTECTION OF PERSONAL DATA**

### **14.1. Seller's Personal Data**

The Hosting Site may collect certain personal data from Sellers required to register and manage their account, and in general perform the operations stipulated in the present GCMA.

For more information, the Purchaser is invited to consult the [Privacy Policy](#).

### **14.2. Purchasers' Personal Data:**

The terms "Personal Data", "Data Controller", "Recipient" will have the definitions as established by the Regulation RGPD.

#### **14.2.1. Classification of personal data controllers**

Under the present GCMA, the Hosting Site is the Data Controller and the Seller is the Recipient with regard to the Hosting Site.

From then on, the Seller will be the Independent Data Controller for the needs of its own services with respect to the persons concerned, of the Personal Data thus communicated for the purposes referred to below.

The Parties each undertake to respect applicable existing regulations regarding the processing of Purchasers' Personal Data and in particular the GDPR.

#### **14.2.2. Purposes of processing of Personal Data**

The Hosting Site sends the Seller:

- The following personal data: first and last name, billing and delivery addresses, landline and mobile telephone number, encrypted email only.
- The categories of persons concerned are: the Purchasers.
- For the following purposes:
  - the management, performance and follow-up of Purchasers' orders including the shipping of the Purchaser's order (unless the Seller has subscribed to a logistics service operated by the Hosting Site or its Subsidiaries);

- Issuing and sending invoices related to Purchaser's orders;
- respecting its legal and/or regulatory provisions.
- the management of the customer relationship (including in particular the processing of the complaints of the Purchasers, the after-sales service of the Products, the possible recall of Products). For that purpose the Seller has access to the name and surname of the Purchaser via the Seller Space only.

The Seller undertakes not to use, in any form whatsoever, the data concerning Purchasers for any other purpose than those defined above and in particular for advertising purposes.

#### **14.2.3. Seller's obligations as Data Controller/Recipient**

The Seller is hereby informed of the high degree of importance and strictly confidential character of Personal Data.

The Seller asserts that he/she/it presents sufficient guarantees, particularly in terms of understanding, reliability and resources, to implement the technical and organisational measures required to meet legal and regulator data protection obligations.

The Seller undertakes to keep the data of the Purchasers only for a period commensurate with the purpose specified in Article 14.2.2.

#### **14.2.4. Obligations of Hosting Site as Data Controller**

The Hosting Site undertakes to provide Purchasers, at the time their Personal Data is collected, with information regarding how Personal Data is processed by the Hosting Site and the Seller, the purposes of this processing, the legal basis of the processing as well as the existence of the Purchaser's rights in the matter and how to exercise these rights.

The Hosting Site is responsible for the methods used to collect Personal Data and, where necessary, the Purchaser's consent.

The Hosting Site will respond to requests from Purchasers to exercise their rights under the GDPR. The Hosting Site notifies the Seller to whom the Personal Data has been communicated of any rectification or erasure of Personal Data or any limitation of the processing carried out pursuant to Article 19 of the GDPR unless such communication reveals impossible or requires disproportionate efforts.

The Hosting Site is responsible for safeguarding the Purchaser's personal data when transferring personal data collected by Sellers.

In this case, the Hosting Site shall take, for the perimeter for which it is concerned, all necessary provisions, in particular with regard to the physical security of the premises and software security of its processing equipment and mediums to:

- prevent Purchasers' Personal Data from being distorted, damaged or destroyed;
- ensure the confidentiality and safety of files stored at his/her/its premises or on his/her/its equipment containing Purchasers' Personal Data;
- block access to files, programmes and documents stored in the abovementioned premises, to unauthorised persons.

The Hosting Site, in its capacity as Data Controller, processes the data of the Purchasers in order to carry out commercial prospecting actions.

### **15. ETHICS, ENVIRONMENTAL, SOCIAL AND GOVERNANCE COMMITMENTS (ESG) AND DUTY OF VIGILANCE**

**15.1** Concerned about the stakeholders with whom it interacts, the Hosting Site undertakes to promote responsible trade through the 9 commitments of the Group Ethics Charter, accessible via the following link:

[https://www.groupe-casino.fr/wp-content/uploads/2018/03/CharteEthique\\_VFdec2017.pdf](https://www.groupe-casino.fr/wp-content/uploads/2018/03/CharteEthique_VFdec2017.pdf)

The Hosting Site declares that it subscribes to the principles contained in the texts referenced below, which it recognizes as representing absolute minimums in terms of human rights:

- The Universal Declaration of Human Rights, adopted by the General Assembly of the United Nations in its resolution 217 A (III) of December 10, 1948;
- The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, adopted in June 1998, namely:
  - o Freedom of association and the effective recognition of the right to collective bargaining (Conventions 87 and 98);
  - o The elimination of all forms of forced or compulsory labor (Conventions 29 and 105);
  - o The effective abolition of child labor (Conventions 138 and 182);
  - o The elimination of discrimination in respect of employment and occupation (Conventions 100 and 111);
- And in general, the 10 principles adopted by the United Nations Global Compact.

(Hereinafter collectively referred to as "the Standards").

By accepting the present GCMA, the Seller undertakes to provide only services or products that comply with the national laws and international rules that apply to the exercise of its activity, as well as with the Standards accessible via the following link:

[https://www.groupe-casino.fr/wp-content/uploads/2022/06/Charte-Ethique-Fournisseurs\\_FR\\_2022.pdf](https://www.groupe-casino.fr/wp-content/uploads/2022/06/Charte-Ethique-Fournisseurs_FR_2022.pdf).

In addition, the group to which the Hosting Site belongs pursues an active policy in terms of disability and diversity. The Seller shall refrain, directly or indirectly, from carrying out, participating in or executing any act, step or attempt which may contravene the aforementioned texts and principles and which may, in particular, be qualified as discrimination or a discriminatory measure within the meaning of articles L.1132-1 et seq. of the French Code du Travail.

**15.2** The Hosting Site is committed to combating climate change, reducing pollution and protecting natural resources and biodiversity. In this respect, the Seller undertakes both for itself and for its employees, agents, representatives or persons acting on its behalf to comply with all laws and standards relating to the protection and/or preservation of the environment applicable to its sector.

As part of its duty of vigilance, in accordance with article 225-102-4 of the French Commercial Code, and its ethical commitments, the Hosting Site has set up a mechanism for alerting and collecting reports relating to the existence or realization of risks of serious violations of human rights, fundamental freedoms, the health and safety of individuals and the environment resulting from its activities.

In this context, any report relating to the aforementioned law must be reported using the following e-mail address: [contact75vgl@deontologue.com](mailto:contact75vgl@deontologue.com).

In addition, the Seller undertakes to comply with and ensure compliance with the legal provisions applicable to it in terms of its duty of vigilance towards its own suppliers. In this respect, it shall refrain from trivializing or promoting messages, practices or ideas contrary to the commonly accepted objectives of sustainable development.

Moreover, the Parties agree that the Hosting Site may request the Seller to communicate data relating to its carbon footprint, or data specific to services and products enabling their environmental impact to be assessed (percentage of recycled material, materials used, etc.). The Seller undertakes to provide such data within a reasonable period of time.

**15.3** The Hosting Site attaches equally particular importance to the fight against fraud corruption, influence peddling, money laundering and the financing of terrorism. Subject to the provisions of Law no. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life, the group to which the Hosting Site belongs has implemented the measures and procedures imposed under the terms of Article 17-II of the said law, in particular by deploying a new version of its Code of Ethics and Business Conduct (accessible via the following link: [https://www.groupe-casino.fr/wp-content/uploads/2023/07/Code-dethique-et-de-conduite-des-affaires\\_2023.pdf](https://www.groupe-casino.fr/wp-content/uploads/2023/07/Code-dethique-et-de-conduite-des-affaires_2023.pdf)).

The Seller undertakes both for itself and for its employees, agents, representatives or persons acting on its behalf to:

- Comply with all applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and the financing of terrorism;
- Not to do, by action or omission, anything that could render the Host Site liable for non-compliance with any applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and the financing of terrorism;
- Implement and maintain all internal policies and procedures necessary to ensure compliance with all applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and the financing of terrorism;
- Inform the Hosting Site without delay of any event brought to its attention which may result in non-compliance with any applicable regulations concerning the fight against fraud, corruption, influence peddling, money laundering and the financing of terrorism;
- Provide any assistance required by the Hosting Site to respond to any request from a duly authorized authority relating to the fight against fraud, corruption, influence peddling, money laundering and the financing of terrorism.

It is hereby expressly agreed between the Parties that the Seller, for itself and for its employees, agents, representatives or persons acting on its behalf, shall refrain, directly or indirectly, from carrying out, participating in or executing any act, step or attempt which may contravene the aforementioned texts and principles.

In this respect, the Seller undertakes to comply in all respects with the provisions of the Declaration of Integrity accessible at the following link: [Declaration of Integrity](#).

The Hosting Site may decide to immediately terminate the business relationship with the Seller if the latter contravenes the principles set out in the present clause or the commitments entered into under the terms of the [Declaration of Integrity](#) and/or refuses to take the necessary measures to resolve the non-conformities brought to its attention.

The Seller, its subcontractors and their respective managers and members of staff who wish to make a report, under the conditions of law n°2016-1691 of December 9, 2016 (Sapin 2 Law) revised by law n°2022-401 of March 21, 2022, may contact the deontologist-referent of the Hosting Site at the following e-mail address: [contact33c@deontologue.com](mailto:contact33c@deontologue.com).

## **16. CONFIDENTIALITY**

The Seller and the Hosting Site undertake to guarantee the confidential nature of all Confidential Information exchanged among them in the execution of the present GCMA.

“Confidential Information” shall mean any information transmitted, by any means, in the context of the present GCMA.

It is thus agreed between the Seller and the Hosting Site that all Confidential Information shared between them will be kept by the recipient in the same way as it keeps its own confidential information, and that said Confidential Information shall not be copied or reproduced and shall be used only for the purposes established herein. The Seller and the Hosting Site each vouch for compliance with this confidentiality obligation by all their staff, subcontractors, or any other persons participating in carrying out the present GCMA.

Upon instructions from the discloser of the Confidential Information, the same must be returned to said Party, within seven (7) days of the request, or be destroyed.

This obligation of confidentiality shall not apply to that portion of said information that is:

- publicly available as of the date of its provision to the recipient by the discloser, or that comes to be publicly available after that date by no fault of the recipient;
- already known to the recipient as of the time of its disclosure by the discloser;
- transmitted to the recipient with an express waiver of confidentiality obligations granted by the discloser;
- required for compliance with the applicable regulations.

The present obligation of confidentiality shall continue to apply after the termination of the GCMA for any reason whatsoever, for a period of five (5) years.

## **17. FINAL PROVISIONS**

### **17.1. Independence**

The Hosting Site and the Seller shall under no circumstances be considered as associates/partners in a shared enterprise of any kind. The Parties also hereby recognise that the present GCMA do not constitute any association or franchise by either one of the Parties to the other. Under no circumstances may one Party be deemed to be directly or indirectly employed by the other Party.

The Seller shall exercise its in Cdiscount Marketplace in complete independence and at its own risk.

By accepting these GCMA at the time of registration, the Seller ensures that he does not to enter into a situation of economic dependence vis-à-vis the Hosting Site.

Whenever this situation may change, the Seller shall immediately notify the Hosting Site in writing, and the parties agree to meet in order to seek solutions to preserve their respective interests.

The Seller commits to informing the Hosting Site if it may come to belong to a corporate group, and of any acquisition of control and/or holdings in its company by a third party directly or indirectly in such a way as to bring about changes likely to create or exacerbate a risk of dependence.

The Seller will notify the Hosting Site as soon as possible of any relevant accounting or financial information if the situation comes to involve a risk of insolvency and/or of a disruption in the relationship.

This information is essential to enable the parties to maintain balanced and peaceful relations; the Seller must also have alternatives in the event that the service is terminated in whole or in part.

Since the Hosting Site is not involved in the management of the Seller's volume of business in Cdiscount Marketplace, it is up to the Seller to balance the volume of business it does on the Cdiscount Marketplace in relation to its overall activity. The strategic choice made by the Seller in depriving itself of an alternative, of placing itself in a situation of economic dependency, shall therefore be made consciously and at its own risk; the Hosting Site's liability shall not be sought in this respect.

The Hosting Site is a member of the International Marketplace Network that allows the Seller to sell on other channels if he/she/it would like. For more information about this association, you can go to [\[here\]](#).

## **17.2. Transfer**

The Seller may not assign its rights and obligations as defined in the present document to any third party, in any form whatsoever, and especially by taking a holding in a company, sale of the goodwill, management lease or assignment of the contract, unless the Hosting Site has specifically given its prior written consent.

The Hosting Site may at any moment assign all or part of the GCMA under any form whatsoever, to any of the companies that directly or indirectly control CDISCOUNT, are controlled by CDISCOUNT or are under the direct or indirect control of a person or entity that directly or indirectly controls the Hosting Site, the notion of control being defined according to Articles L. 233-1 et seq. of the French Commercial Code.

## **17.3. Dissociation**

Any clause herein that is declared null and void or illegal by a competent judge shall be deprived of its effect, but its nullity shall not adversely affect any other stipulations nor affect the validity of the present GCMA as a whole or their effects in law.

## **17.4. Non-waiver – tolerance**

The fact that the Hosting Site has not required the application of a provision of any kind to be found in the present GCMA or that it may have tolerated a failure to perform by the Seller in the context of its activities in the Cdiscount Marketplace, whether permanently or temporarily, shall in no case be considered as a waiver of the rights of the Hosting Site to avail itself thereof.

## **17.5. Force majeure**

The Parties shall not be held liable or considered to have failed to meet the requirements of the present GCMA, in the case of any delay or failure to perform where the cause of the delay or failure to perform is connected to a case of force majeure, as defined by the French Civil Code and the case law of the French Court of Cassation.

## **17.6. Notifications**

Excluding a case in which the GCMA provides for a special formulation to be used for notifications, any notification may be made via e-mail to the address indicated by the Hosting Site on Cdiscount Marketplace or sent in writing to the following address: Cdiscount Marketplace /, 120-126 Quai de Bacalan CS 11584, 33067 Bordeaux Cedex.



## **17.7. Continuation**

Articles 6, 7, 8, 9, 14, 16 and 17 shall continue to apply after expiry or cancellation of the GCMA for any reason whatsoever.

## **17.8. Agreement in relation to proof**

Documents exchanged between the parties in an electronic format shall act as evidence provided that these can be duly identified by the person from whom they were sent.

## **17.9. Alternative dispute settlement**

### **17.9.1. Internal complaint-handling systems**

The Hosting Site provides Sellers with an internal system enabling them to submit any request for information and/or complaint to the Hosting Site's support centre at any time via their Seller's Space.

In particular, the internal complaints handling system enables the Seller to contest decisions taken by the Hosting Site in application of the policy relating to Illicit Content set out in article 13 hereof.

To open a request, the Seller is first asked to select a type of request and then a sub-type of request, so that the Hosting Site can target its needs as effectively as possible. The Seller is then invited to present his request in a precise and duly substantiated manner, in French or English.

The Hosting Site undertakes to carefully study any request duly substantiated by the Seller and to respond to this request as quickly as possible, in French or English. It shall endeavour to provide a personalised response to the Seller.

The latter will be informed as soon as possible of the decision taken by the Hosting Site, both (i) by message via the support centre and (ii) by email.

The Seller has the option of continuing the exchange by replying directly to the message via the support centre.

When all possible answers have been provided to the Seller, the request is closed by the Hosting Site. Nevertheless, if the Seller needs to continue the exchange with the support centre, for example following a response that seems incomplete, he/she may ask for the request to be reopened so that it can be reconsidered and/or clarified.

A request may also be closed (i) at the initiative of the Seller who initiated it, at any time, or (ii) automatically, if the Seller fails to react within 48 hours of the last response provided by the Hosting Site.

### **17.9.2. Mediation schemes**

The Parties have the option to seek mediation at any moment and before referring any dispute to a court via one of the following two (2) mediation agencies:

- the French company ombudsman whose referral is made on the following site: <https://www.economie.gouv.fr/mediateur-des-entreprises>;
- the Bordeaux mediation centre at the Bordeaux Gironde Chamber of Commerce and Industry, 17 place de la Bourse 33000 Bordeaux (France). In this case, the Parties will be



subject to the mediation regulations of the Bordeaux mediation centre, as well as the price scale (<https://www.bordeauxgironde.cci.fr/article/le-centre-de-mediation-de-bordeaux>) which they hereby declare to have read and accept.

The cost of such mediation shall be shared equally between the parties to the dispute, unless otherwise agreed.

In addition, with regard to disputes relating to decisions taken by the Hosting Site in connection with the presence on the Site of Illicit Content, the Seller may at any time refer the matter to the out-of-court settlement bodies certified in accordance with Regulation (EU) 2022/2065 on Digital Services ("DSA").

The list of these bodies is made available by the Digital Services Coordinator, and reproduced on a dedicated page of the Help Centre [\[here\]](#).

At the end of the mediation, if the Parties have not reached an agreement, the dispute may still be brought before the competent Court.

#### **17.10. Litigation**

**The present GCMA are subject to French law, without prejudice, to the benefit of Purchasers, to the essential provisions applicable thereto.**

**The Parties are invited to examine together any dispute related to the interpretation or execution of these GCMA.**

**ANY DISPUTE THAT MAY ARISE BETWEEN A SELLER AND THE HOSTING SITE IN CONNECTION WITH THE PRESENT GCMA SHALL BE SUBJECT TO THE COMPETENCE OF THE FOLLOWING COURTS EVEN IN A CASE OF A PLURALITY OF DEFENDANTS, A CALL UPON THE WARRANTY, EMERGENCY PROCEEDINGS OR A MOTION OR APPLICATION TO THE COURT:**

- **IN CASE OF REFERRAL BY THE SELLER WITHIN THE JURISDICTION OF THE BORDEAUX COURT OF APPEAL;**
- **IN CASE OF REFERRAL BY THE HOSTING SITE WITHIN THE JURISDICTIONS OF THE BORDEAUX COURT OF APPEAL OR THE COMPETENT COURTS OF THE SELLER'S HEAD OFFICE.**

## **APPENDIX 1 – PROCEDURES FOR SELLING THE SELLER’S PRODUCTS**

The GCMA, especially the present Appendix 1, shall govern the procedure for placement of the Products by the Seller for sale on the Hosting Site via Cdiscount Marketplace, compliance with which makes it possible to guarantee the trust and satisfaction of Purchasers as well as the security and good progress of sales on the Site.

In order to guarantee the quality of the “customer experience” of Purchasers when they make their purchases, the Hosting Site ensures the monitoring of the Seller’s overall quality of service using several quality of service indicators available on its Seller Space.

All indicators communicated to the Seller on its Seller Space enable to monitor and manage its activity. Shall some indicators be available for information purposes, the hereinafter indicators detail compulsory rates to be complied with by the Seller at all times.

Quality of service is assessed on the basis of the Seller’s ability to maintain all of his/her/its indicators above the expected levels of service.

All of the deadlines on which the quality of service indicators are calculated are counted in calendar days.

The expected service levels mentioned below, are measured on the basis of all sales made by the Seller to Purchasers over the three (3) periods defined as follows:

**Period 1** = activity over the last fifteen (15) days

**Period 2** = activity over the last thirty (30) days

**Period 3** = activity over the last sixty (60) days

Hereinafter collectively referred to as the "**Periods**".

The Seller must achieve the expected service levels over the three (3) Periods.

The Seller is informed each day of the monitoring of its service levels via its Seller Space. The Seller may request additional information from the Hosting Site by submitting a request to the Seller support via its Seller Space.

In the event that the Seller fails to comply with one or more of the expected levels of service defined below, the Seller undertakes to spontaneously take any action that may help him/her/it to return to the expected level of service for this rate as well as meeting all his/her/its other rates.

If the expected level of service is not achieved over one or more Periods, and after a formal notice has been served without success at the end of the period of thirty (30) calendar days stipulated in article 12.2.1 " Failure to comply with the levels of service ", the sanctions described in this same article may be applied.

The Hosting Site will check all its rates over the Periods, in order to be able to assess the result of the actions taken by the Seller to bring its indicators back up to the expected service levels, and if necessary, will suspend or close the Seller's account.

The Seller shall be entitled to lodge a complaint concerning the sanction taken in accordance with article 12.5 hereof.

In any event, the Hosting Site takes into account the overall situation of the Seller on Cdiscount Marketplace (new Seller, number of orders placed with the Seller, etc.) in order to grant the Seller, if necessary, a compliance period during which it will not be penalised.

**A. Items offered for sale:**

**A1.** The Seller guarantees that it is entitled to sell the items offered, that these items are not subject to third party rights that might prevent the sale thereof, that the Products are permitted for remote selling and that they comply with the applicable legislative provisions of the delivery country of the Purchaser, that in particular they do not infringe any copyright, trademark rights, a selective or exclusive distribution network or any other third-party rights, that they are reliable and comply with legal requirements (including any marking or labelling requirement, including the contact details of the representative in the European Union), especially with respect to product safety (for example, general product safety requirements, EU standards).

**Prohibited items:** in particular, the following items – quoted as an example and not restricted to this list – may not, or only in the context of strict restrictions, be offered for sale:

- a) items for which the advertising, offer, marketing or sale adversely affects intellectual property rights (copyright, royalties and similar rights), industrial property rights (trademarks, patents, designs and models) and any other applicable right (especially rights to the image, rights to respect for privacy, right of the personality);
- b) items that are in violation of a distribution network;
- c) items that are discriminatory or that incite to violence (including weapons in categories A to D as defined by law, toys and replicas of weapons, etc.), or to racial, religious or ethnic hatred;
- d) live animals;
- e)
- f) goods;
- g) advertising, including in the form of links;
- h) medication, drugs of any kind, items liable to encourage the use of drugs or substances presented as having the same effects as substances or plants classified as drugs;
- i) items liable to present a danger to health, safety or the environment and in particular articles containing radionuclides or pyrotechnic articles;
- j) items that can be neither offered nor marketed legally, or which are liable to harm public policy or the rights of third parties;
- k) articles for which the offer or sale are liable to harm morality or the image of the Hosting Site.

The marketing of certain items may be subject to special conditions (e.g. parapharmacy products, Games and Toys) by the Hosting Site to ensure a safe shopping experience for Purchasers. The conditions to be fulfilled in order to sell these Products on the Site are available on the help center.

**Availability of Products placed on sale:** The Seller undertakes that all of the Products that it places on line on Cdiscount Marketplace are in stock and immediately available for sale. In this respect, the Seller undertakes to update its stock in real time and withdraw any Product that has become unavailable.

The Cdiscount Marketplace information system will automatically block the placing on the Hosting Site of any Product for which the Seller indicates an absence of stock.

**A2. Unusually high number of negative expressions by Purchasers on a Product**

The Seller accepts that its Products placed on the Cdiscount Marketplace generating an unusually high number of expressions from its Purchasers (including claims, customer notifications, refund requests

and after-sales enquiries) or a risk flagged by the administration could be withdrawn by the Hosting Site for consumers' protection.

### **A3. Expected level of service with respect to product availability**

**The Seller undertakes to comply with a:**

- (i) rate “of acceptance of Products ordered by the Purchasers” equal to or greater than 97.5%, calculated as follows:**

$$\frac{[\text{total number of Products ordered by Purchasers and accepted by the Seller}]}{[\text{total number of the Seller's Products transmitted for acceptance by the Hosting Site}]} \times 100$$

If there is no response from the Seller within two (2) days following transmission of the order to the Seller, it is automatically cancelled which shall have the equivalent negative impact on the abovementioned acceptance rate.

- (ii) rate “of products actually sent” equal to or greater than 97.5% calculated as follows:**

$$\frac{[\text{total number of Products sent by the Seller} / \text{total number of Products accepted by the Seller for the Hosting Site} * \text{by the seller}]}{\text{by the seller}} \times 100$$

If the order has been validated by the Purchaser and no Product despatch information has been provided by the Seller by the preparation deadline stated by the Seller, the order shall be automatically cancelled, which further adversely affects the abovementioned despatch rate.

### **A4. Description of Product offered for sale**

The Seller undertakes to describe as exactly and precisely as possible the Product that he/she/it is placing online on Cdiscount Marketplace, in accordance with the regulations that may be applicable in the Purchaser's delivery country (especially regulations relating to home electrical and food products, etc.), the provisions of the present GCMA and the indications shown on the Seller Space.

The Seller shall supply each of his/her/its Products, in the format required by the Hosting Site, with compulsory minimum of information, correct and complete, as well as any useful update so that the information communicated is accurate and complete at all times.

The Seller shall ensure that no logo other than that of the brand of the Product or any information enabling the Seller to be identified (name of the shop, URL address, etc.) appears on the product sheet, including the title and/or the visuals.

The Seller shall also supply visuals of the Product in the format required by the Hosting Site.

Should one or more visuals not match the format indicated by the Hosting Site or that it would be detected automatically one or more of the statements abovementioned, the Hosting Site shall proceed to remove the Seller's offer from the Hosting Site, without prejudice to any other action or penalty provided in the GCMA.

The Hosting Site warns the Seller of the fact that the compulsory minimum information required of him/her/it only constitutes a minimum for the Product to be identifiable (including its GTIN number) and that it is up to the Seller to provide and place online any additional information needed for compliance with the previous paragraphs.

For each of the Products the seller place online at Cdiscount Marketplace, he/she/it undertakes to:

- Check the accuracy of the terms in the product file to which the Product refers, check in particular all of the information of which the product file consists (caption, name and brand of the Product. Etc.);
- Check that the features of the Product (including packaging), the offer as well as the sales procedures comply with all current legislation (including the branding and labelling requirements).
- Update the information conveyed in the Product files especially with respect to changes to the applicable regulations that the Seller must apply to the Products made for sale on the Site;
- Ensure that the Products for sale do not adversely affect any third party rights, the image of the Hosting Site, public policy or morality and are not of a pornographic or suggestive nature.

The Hosting Site reserves the right to remove any content that does not comply with these directives and any offer or associated product file.

The Seller shall not have the right to provide any information about a Product for which the sale is prohibited or seek to place it for sale on Cdiscount Marketplace, nor provide a URL link to be used or to request that such links be used on the Hosting Site.

**A5.** When stating the selling price, the Seller is required to specifically indicate the cost of despatch that it intends to apply to the Purchaser. The Seller undertakes to calculate and include in its price any customs duty and import or export costs, duty or other direct or indirect taxes imposed by the competent authorities and connected with the contract of sale. The Hosting Site's liability may not be incurred in this respect.

## **B. Processing, despatch and delivery of the order**

**B1. Tracking.** The Seller undertakes to process the Purchasers' orders within forty-eight (48) working hours their being placed. The Seller must respect the maximum preparation and delivery times stipulated in Appendix 3 of the present GCMA. After concluding a contract of sale, the Seller undertakes to deliver the Product that is the subject of the sale and transfer ownership to the Purchaser. The Seller may not fail to deliver bought Products, unless the Purchaser does not respect the sale or delivery conditions or if the Seller cannot verify the Purchaser's identity.

The Seller shall be required to deliver the Product to the address indicated by the Purchaser in the conditions provided in aforementioned Appendix 3.

As soon as he/she/it shall have proceeded to the despatch or making available at a collection point for the Product, the Seller shall confirm this to the Hosting Site via his/her/its Seller account, through the standard communications functions of the Seller account, and provide the data for tracking the parcel in the case of deliveries in tracking and recorded delivery mode directly on the order form. The Seller is required to complete a link and a valid and conform tracking number at the time of shipment. If the link and tracking number are not provided, the order is considered as not having been shipped and is therefore automatically cancelled by the Hosting Site and reimbursed to the Purchaser at the end of the maximum preparation period.

In the case of dematerialized Products, the Seller must indicate the term "DEMAT" in the field dedicated to the parcel number.

The Hosting Site shall relay this information to the Purchaser.

The Seller expressly acknowledges being solely liable for checking the status of his/her/its order (the order, once cancelled, being in the “Rejected” or “Cancelled” category), before the despatch thereof: he/she/it may not claim any compensation from the Hosting Site for an order having a cancelled or rejected status, such despatch being performed on the sole initiative of the Seller and on its entire liability.

## **B2. Expected levels of service in respect of delivery**

The rates cited in (i) and (ii) are separate and applied independently of each other.

**The Seller undertakes to comply with:**

- (i) **an effective rate “of compliance with preparation deadlines”, equal or greater than 96%,** calculated as follows:

*[Total of orders despatched prior to the maximum delivery date stated to the Purchaser when the order is placed] / [Total orders despatched + total orders not despatched for which the maximum date of delivery stated to the Purchaser when placing his/her order is exceeded] x100*

- (ii) **a rate “of delivery within the maximum deadlines indicated” equal or greater than 96%,** calculated as follows, for “tracked” parcels:

*[Total number of parcels delivered on time (with regard to maximum delivery promise / Total number of parcels shipped] x 100*

The delivery rate calculated above is based on parcels sent by tracked postage, the tracking of which must be provided by the Purchaser.

**B3. Express delivery method:** the Hosting Site reserves the right to withdraw from the Seller the choice of the “Express” delivery method if the latter does not comply with the following indicator:

**A rate “of Express delivery within the maximum deadlines indicated” equal or greater than 96%:**

*[Total number of parcels delivered in Express on time (with regard to maximum delivery promise / Total number of parcels delivered in Express] x 100*

## **C. Payment by the Purchaser**

The Purchaser shall pay the purchase price of the Product, as well as any associated costs (especially, where applicable, the cost of carriage) from the Hosting Site which collects the funds on behalf of the Seller. Payment may only be made following the payment methods stipulated on the Hosting Site.

## **D. Seller’s Guarantee**

### **D1. Procedures**

Unless the Seller has subscribed to a logistics service operated by the Hosting Site or its Subsidiaries, he/she/it is liable for: any error in despatch, delay in delivery, lack of delivery or partial delivery, wrong delivery, theft or error or action connected with the management and delivery of its Products.

The Seller shall be solely liable for all of the information it places online (without this list being exhaustive: visuals of the Products, descriptions of the Products, prices of the Products, cost of carriage, special offers, information concerning the delivery or collection of a product, about the guarantees, etc.). Any non-compliance of the Products especially of information placed online by the Seller and all the applicable requirements (labelling, security, etc.), any fault, or any recall of any of the Products. As soon as the Seller becomes aware of a recall of any of its Products, it shall immediately inform the Hosting Site accordingly. It is the responsibility of the Seller, at its own expense, to implement an information campaign for the Purchasers. If necessary, the Seller must ensure the recall of defective products already distributed by its company and compensate the Purchasers accordingly.

The Seller will be able to find information on the rules applicable in the context of the conformity of the products to the following links:

- [https://commission.europa.eu/business-economy-euro/product-safety-and-requirements/product-safety/consumer-product-safety\\_en](https://commission.europa.eu/business-economy-euro/product-safety-and-requirements/product-safety/consumer-product-safety_en)
- <https://eur-lex.europa.eu/summary/chapter/consumers/0903.html?root=0903>

The Seller shall deal, without the intervention of the Hosting Site, with any disputes that may arise connected with the information placed online and/or the sales he/she/it makes. The Hosting Site advises Sellers to cooperate with the Purchaser if a dispute arises and to jointly seek an amicable solution.

In the interest of protecting the Purchasers and its brand image, the Hosting Site nevertheless reserves the right to intervene in the resolution of any dispute that is not resolved within a period of three (3) working days.

The Hosting Site reserves the right to claim damages with interest from the Seller if, due to unsatisfactory performance of the contract of sale, the Hosting Site is required to compensate the Purchaser in any manner whatsoever.

The Seller undertakes to accept any request for retraction formulated by the consumers Purchasers in compliance with articles L. 221-18 et seq. of the Code of Consumption and especially to inform the Purchasers without delay of a return address.

For orders placed during the festive season:

- For all orders placed between November 1<sup>st</sup> to December 31<sup>st</sup> and shipped directly by the Seller, the latter undertakes to accept any withdrawal request made by the Purchasers within thirty (30) days of the products being delivered/made available to the Purchaser;
- For all orders placed between November 1<sup>st</sup> and December 24<sup>th</sup> of the current year and shipped by the Fulfilment service, the Seller undertakes to accept any requests for withdrawal made by Purchasers until 8<sup>th</sup> January of the following year.

The Seller shall immediately initiate the reimbursement of the order so that the Hosting Site can credit the amount back to the Purchaser.



## **D2. Expected level of service in the matter of claims**

The Seller undertakes to comply with the following rates:

- (i) **A rate of “orders with complaints “placed at the Site less than or equal to 0,5% calculated daily as follows:**

*[Total number of orders with claim recorded against the Seller in the various sections of the Hosting Site] / [total number of orders despatched by the Seller] x 100.*

- (ii) **Where applicable, a rate of "orders with logistical complaints outside orders shipped by the Fulfilment service » placed on the Site equal to or less than 0,5%, is calculated as follows:**

*[Total number of orders involving logistical complaints registered against the Seller via the Hosting Site, **not including orders shipped via the Fulfilment service**/ the total number of orders accepted by the Seller **excluding orders shipped via the Fulfilment service**] x 100*

Note: a “Claim” is taken into consideration only in the following cases:

- Explicit manifestation of dissatisfaction by a Purchaser, after the Seller has replied to the Purchaser request;
- Absence of reply from the Seller to a Purchaser request within the prescribed time limit.

Consequently, demands of Purchasers concerning an error in the reference for the Product delivered, a missing Product or accessory, a Product that does not match its description, a Product that is not working, a Product not despatched, an order despatched but not received by the Purchaser, a damaged Product, are only included in the claims rate calculation in cases defined above.

Furthermore, certain claims by Purchasers that prove to be abusive will not be considered as claims within the meaning of this article.

Lastly, requests from Purchasers concerning: (i) a request for information about the Product, or (ii) a request for an invoice, shall be included in the claims rate calculation if the Purchaser has to repeat their request or the Hosting Site notes a failure by the Seller to respond within the time frame set out in this present document.

## **D3. Guarantees in third party claims**

Where the Hosting Site receives an alarm produced by any third party, particularly one relating to the presence of a prohibited Product, potential counterfeit or other injury, or general inappropriate content in a Seller’s advertisement, the Hosting Site reserves the right to remove the Seller’s offers and to temporarily delay payment of the sales amount to the Seller, in order to protect the Purchasers, other Sellers, the Hosting Site and/or any third party from fraudulent, illegal or inappropriate conduct that could cause them damage. In this context, the Hosting Site shall not be held liable in a case in which the Hosting Site prevents sales of a Product on Cdiscount Marketplace.

At any event, the Seller undertakes to provide a reply to any third party availing itself of a breach of its rights within eight days and to resolve any dispute resulting from this incident as soon as possible and at the latest within one (1) month of the date of communication of the claim by the Hosting Site or within one (1) month from the claim when this is addressed directly to the Seller. The Seller shall



maintain the Hosting Site and its administrators free of any costs they may be required to pay for the defence of their interests and for compensation to a third party for a transaction or legal decision.

The Hosting Site reserves the right to suspend or terminate the Seller's account immediately in the event of an abnormally high number of negative comments from third parties indicating that the Seller's offers are clearly illegal.

#### **D4. Expected level of service in terms of discussions**

The Seller undertakes to comply with the following rate:

**a rate of "orders with discussion" placed on the Site equal to or less than 10% calculated as follows:**

*[Total number of orders with discussions recorded between the Seller and a Purchaser on the Site / total number of orders accepted by the Seller] x 100*

Note: a "discussion" is any contact made by a Purchaser with the Seller regarding an order placed, regardless of the reason for which the Purchaser contacts the Seller.

This indicator has been introduced in order to address cases of fraud by the Seller, in particular when the latter is content to provide the Purchaser with wait-and-see answers without the Purchaser expressing his dissatisfaction by lodging a complaint with Cdiscount Marketplace.

#### **D5. Expected level of refund service**

The Seller undertakes to respect the following rate:

**a rate of "orders with refund" placed on the Site equal to or less than 20% calculated as follows:**

*[Total number of orders with refund recorded between the Seller and a Purchaser on the Site / total number of orders accepted by the Seller] x 100*

This indicator has been introduced in order to ensure that the Seller complies with his/her/its legal obligations towards Purchasers, in particular ensuring that the product descriptions published by the Seller on the Site correspond to the Product delivered to the Purchaser, that stock is available and in sufficient quantity, and that Purchasers are effectively supplied.

This indicator is also a means of addressing, more generally, any cases of Seller fraud.

### **E. Product categories**

The Hosting Site shall present the Seller's Products classified in the corresponding product categories at Hosting Site, among its own products and Products offered by Sellers registered on Cdiscount Marketplace.

The Seller undertakes to not publish content, offers or objects in inappropriate categories or domains on the Cdiscount Marketplace.

### **F. Sales in the "Games and Toys" category during the end-of-year period**

In order to guarantee the Purchasers' trust and satisfaction during the end-of-year period, and particularly to ensure that the Sellers keep the delivery promise made by them to the Purchasers, the Hosting Site may reserve the marketing of Products belonging to the "Games and Toys" category to

Sellers using a logistics service operated by the Hosting Site or its Subsidiaries for delivery of their “Games and Toys” Products, and to Sellers who meet the following all of the cumulative conditions:

- Sellers who made their first sale before September 1<sup>st</sup> of the current year;
- Seller having shipped at least 25 orders of "Games and Toys" between August 1<sup>st</sup> and September 30<sup>th</sup> of the current year;
- Sellers whose thirty (30) day order acceptance rate is not less than 97.5% as of September 30<sup>th</sup> of the current year;
- Sellers with a thirty (30) day compliance rate of more than 96% as of September 30<sup>th</sup> of the current year;
- Sellers whose thirty (30) day claim order rate is no more than one percent (0.5%) as of September 30<sup>th</sup> of the current year.

The Hosting Site must not have received any alerts (in particular from administrative authorities or customers) relating to the safety of a Product belonging to the ‘Games and Toys’ category offered by the Seller.

The Hosting Site reserves the right, without notice, to temporarily withdraw Product offers belonging to the “Games and Toys” offer for Sellers not meeting the conditions stated above. Such a withdrawal shall be limited to the period from November 1<sup>st</sup> to December 31<sup>st</sup>.

#### **G. Evaluation**

The Hosting Site may implement mechanisms to enable Purchasers to assess their satisfaction with purchases from the Seller. These assessments may be made available to the public on the Hosting Site.

The Hosting Site requires:

**An average rating equal to or higher than 3/5**, awarded by Purchasers to the Seller's boutique in accordance with the “CGU Avis Client” accessible on the Site.

#### **H. Carriage**

The Seller is responsible for delivering the Product. Consequently, it is up to the Seller alone to determine the cost of despatch. The Seller must ensure that it offers a cost of carriage proportionate to the value of the Products.

In the case of offers for immediate collection by the Seller, no delivery charge is applied, since the products are directly available at the collection point.

#### **I. Credit Card Fraud**

Unless there is a stipulation to the contrary, the Hosting Site shall cover bad debts resulting from credit card fraud as in compliance with article 6.1 of the GCMA.

In this context, and in order to prevent such fraud, the Seller acknowledges and accepts that the Hosting Site, at its sole discretion, may retain for examination, refuse to handle, restrict the despatch destinations, stop and/or cancel any of the sales performed by the Seller. The Seller may assign the reimbursement to any Purchaser at the Hosting Site who shall make the corresponding replay to the Purchasers in question. Assuming that the bad debt is covered by the Hosting Site in application of article 6.1 of the GCMA, the Hosting Site shall compensate the Seller to the amount of reimbursement realised by the latter to the benefit of the Purchaser.

## **J. Sales and Deliveries**

The Seller undertakes to:

- sell and deliver its Products, in compliance with its legal and contractual obligations and its own conditions of sale that it places online at Cdiscount Marketplace.
- not to unilaterally cancel Sales without reasonable grounds;
- cancel and reimburse an order and postage if the consumer Purchaser exercises his/her right of retraction as covered in the GCU;
- supply the Hosting Site through its the Seller Space with information concerning the stage of processing the order and the despatch (including monitoring it as soon as this is made possible through the despatch method used), by using the procedure indicated by the Hosting Site;
- including a delivery note specific to the order with each despatch of Products;
- identify itself as the Seller of the Product on all packing notes or other information inserted into the Products and as the addressee to whom the Purchaser may return the Product in question;
- to only use the Seller Space for all correspondence with the Purchasers and not to communicate with the Purchasers via any written or electronic correspondence.

## **K. Returns and reimbursements**

The Seller undertakes to accept returns (regardless of whether the Product was or not the object of reservations on the delivery note), repairs, exchanges and reimbursements for its Products in accordance with the legal and contractual warranties attached to its Products, under the present GCMA and the GCU as well as any other rules online at Cdiscount Marketplace at the time the order was placed by the Purchaser.

The Seller undertakes to comply with the legislation and the Hosting Site's policy in terms of customer satisfaction and experience.

For any return of Products by the Purchaser, the Seller shall provide one of the three (3) following options:

1. Provide an address in France to which the Purchaser may return his/her/its product (and, in the case of a voluminous product, provide the details of a carrier). It is specified that:
  - Return costs will be borne by the Seller when the Product is returned for a reason not attributable to the Purchaser (in particular in the event of a reference error by the Vendor, a non-conforming or defective product, etc.).
  - Return costs will be borne by the Purchaser when the Product is returned as part of the exercise of the right of withdrawal, provided that the Seller has previously specified this in its General Terms and Conditions of Sale.
2. Supply the Purchaser with a prepaid label so that the Product may be returned at the Seller's expense, if the Product must be returned from outside France;
3. Reimburse the Purchaser for the total order amount (including any outbound postage costs), without asking him/her/it to return the Product.

The Seller shall inform the Hosting Site as soon as possible of any event affecting the order (cancellation, reimbursements), specifying the Products concerned.

The Seller shall proceed to reimburse the Purchaser only through its Seller Space.

In addition to the European obligations under consumer law, as well as the obligations applicable to the right to the right of retraction and the legal guarantees for the products provided in the Code of Consumption and the French Civil Code, the Seller shall pay special attention to the following cases in which it becomes involved in accordance with its legal obligations to reimburse the Purchaser for the cost of sending back the Products:

- Delivery or making available a product different from the Product ordered (reference error);
- Delivery or making available a damaged Product;
- Product stopped working following receipt thereof.

In the above cases the Seller undertakes unreservedly and unconditionally, either to:

- replace the item;
- repair it;
- offer a price reduction for the item or total reimbursement if the Purchaser wishes to cancel the contract of sale.

Reimbursements shall in no case take place with the legal delays.

In the case of absence of reimbursement or repeated and unjustified delays in reimbursement, the Hosting Site shall have the option of terminating the Seller's registration on Cdiscount Marketplace in accordance with the GCMA or to apply any of the penalties provided for in the present GCMA.

#### **L. Environmental obligations of the Seller**

The Seller undertakes to comply with the legal obligations incumbent on him in terms of respect for the environment.

The Seller undertakes in particular to comply with the provisions of law n°2020-105 relating to the fight against waste for a circular economy (known as the "AGEC" law) for the sale in France of products covered by article L. 541-10-1 of the Environmental Code.

**L1.** In the event that the Seller is the first person to place a Product on the French market that falls under the principle of extended producer responsibility, as a manufacturer, importer or seller, the Seller is required to:

- join the relevant eco-organisations and collect, declare and pay the eco-contributions due for waste prevention and management.
- include in its terms and conditions of sale its unique identifier(s) under which it is registered with the ADEME for extended producer responsibility.

**L2.** In the event that the Seller sells a Product covered by the principle of extended producer responsibility, whether or not the Seller is the first producer on the French market, the latter is required to:

- If the Seller is concerned, to meet the obligations concerning the return of the old product, namely:
  - to inform the Purchaser of the terms and conditions for taking back his old product in a visible, legible and easily accessible manner in his general terms and conditions of sale;
  - to take back a used Product free of charge as soon as the Purchaser requests it, within the limit of the quantity and type of product sold.

If the Purchaser fails to comply with the terms and conditions of return, making it impossible for the Seller to take back the used Product, the Seller must be able to prove such non-compliance.

Under no circumstances may the Seller require the Purchaser to request the return of his used product before placing an order for the new product.

In the event that the Hosting Site should replace the defaulting Seller, the Hosting Site shall send the Seller a formal notice and shall invoice a lump-sum compensation of eighty (80) euros per return for the operational costs incurred. This compensation is without prejudice to any other damages that the Hosting Site may claim from the Seller. In the event of a repeat offence by the Seller, the Hosting Site reserves the right to suspend the Seller's account.

- To display the amount of the eco-contributions on the product sheet for the Products concerned.
- To communicate to the Purchaser, when the latter so requests, the unique identifier(s) under which the producer responsible for the Product is registered under extended producer responsibility.
- To communicate to the Hosting Site the unique identifier(s) and the attached supporting documents enabling the Hosting Site to verify the Seller's compliance with its obligations. If the Seller is not a producer within the meaning of the AGEC law, the latter must obtain the unique identifiers under which the producer is registered from his supplier and transmit them to the Hosting Site. To this end, the Seller undertakes to use the internal declaration procedure communicated to him by the Hosting Site. The Seller also undertakes to ensure that this information is updated and to communicate to the Hosting Site any new element relating to the Seller's compliance.

**L3.** In the event that the Seller has not provided the Hosting Site with a valid unique identification number(s) for the categories of Products falling under the principle of extended producer responsibility that it markets, the Hosting Site shall declare the quantities of products sold by the Seller on Cdiscount Marketplace to the eco-organisations concerned and shall pay the corresponding eco-contributions on its behalf. Thus, the Hosting Site shall invoice the Seller for the amount of the eco-contributions due under the applicable scale to the eco-organisation concerned (i.e. classic scale or simplified/inflated scale) and for any additional costs to which the Hosting Site is exposed as a result of the Seller's non-compliance.

The defaulting Seller shall be charged compensation for the administrative costs incurred by the Hosting Site for the purposes of the aforementioned declarations and related invoicing. The amount of this indemnity is fixed, for each sector covered by the extended producer responsibility, at 7,3% of the amounts collected from the defaulting Seller in accordance with the above stipulations.

The invoicing of the amounts for eco-contributions, on the one hand, and the indemnities, on the other hand, will be made available to the Seller on its Seller Space.

The Hosting Site reserves the right to deduct advance payments in order to cover the eco-contributions that the Hosting Site must pay on behalf of the defaulting Seller.

Depending on the invoicing frequency of each of the competent eco-organisations, the amounts invoiced in accordance with the above stipulations may be subject to regularisation.

## **M. Various obligations**

The Seller undertakes to:

- correspond with the Purchaser exclusively in French or for sales outside of France in the language imposed where appropriate by the applicable legislation, and to write together all the information that it posts on Cdiscount Marketplace regarding the Products, its general conditions of sale, etc. in French or for sales outside of France in the language imposed where appropriate by the applicable legislation;
- respond to any request from a Purchaser within a maximum of forty-eight (48) working hours;
- assume any obligation for which it is liable under the French Code of Consumption, especially – without this list being restrictive – the obligation to communicate information concerning his/her/its identity, an obligation to provide pre-contractual and post-contractual information, obligations connected with the legal guarantees of compliance and hidden defects, obligations linked to right of retraction or compliance with the rules concerning unfair commercial practices;
- not disrupt or attempt to disrupt the smooth running of the Hosting Site or the activities taking place thereon, or to repeat requests via the Seller Space in an abusive manner, in particular by frequently submitting manifestly unfounded complaints. Where appropriate, the Hosting Site reserves the right to suspend the Seller's account following a case-by-case assessment taking into account all the relevant facts and circumstances which emerge from the information available to it, in particular the number, proportion and seriousness of these abusive complaints, as well as the intention of the Seller where possible. The Seller will then be informed by email of the suspension of its account. They will have the option of requesting that their account be reopened by the Hosting Site which will consider the Seller's request.
- behave in a respectful and courteous manner to Purchasers and the Hosting Site's employees: in particular, threatening, abusive and insistent remarks are strictly forbidden;
- not use a robot, spider, website scraping or crawling tool or any other automated procedure to access the Hosting Site for any purpose whatsoever without the Hosting Site's prior, written consent, nor circumvent the exclusion protocols of robots or any other measure used to prevent or limiter the access to the Hosting Site. Most of the information contained on the Hosting Site is updated in real time and protected by copyright or assigned to the Hosting Site by users or third parties through a licence;
- not publish content that is false, erroneous, misleading or defamatory (including personal information);
- not to publish or contribute to the publication of "fake" customer reviews within the meaning of the "CGU Avis Client" (i.e Terms and Conditions of customer reviews) accessible on the Site. In particular, a review relating to a Product or a Seller may not (i) be posted by the Seller itself or by a person acting on its behalf (ii) be posted by any person in exchange for monetary or non-monetary remuneration, other than for commercial transactions governed by the Hosting Site. In this context, the Seller also undertakes not to contact Purchasers with a view to encouraging them to modify the content of their notices or to withdraw them. Where applicable, the Hosting Site reserves the right to penalise the Seller in breach and to proceed with the de-publication of customer reviews that do not comply with the said CGU.
- not distribute or publish unsolicited advertising (spam), chain e-mails or pyramid systems;
- not to harm the Hosting Site, its image, its interests or those of its users, in particular through fraud or attempted fraud, or through the use of malicious software or other technologies;
- not collect in any manner information about the users of Cdiscount Marketplace (especially other Sellers, Purchasers or even any other visitors), including e-mail addresses, and the Seller shall not disclose or otherwise communicate them for any purpose other than the normal use of Cdiscount Marketplace;

- not mention (i) his/her/its own internet site, (ii) his/her/its accounts and/or contact data on any social networks applications, instant messaging services and/or (iii) its e-mail address in any correspondence with Purchasers or not to direct a Purchaser to his/her/its own internet site or any third-party site, including for the purpose of providing answers to claims made by Purchasers; in general, and unless there is a prior agreement in writing to the contrary from the Hosting Site, the Seller agrees to refrain from corresponding with the Purchaser other than through his/her/its Seller Account as part of its activity in the Cdiscount Marketplace; not damage the image of the Hosting Site in any manner whatsoever, especially by making false, offensive, defamatory or libellous statements about the Hosting Site, on any medium or using any means (social networks, discussions with customers, etc.);
- not perform any action or operation designed to circumvent the system for calculating the rate of service quality provided in present Appendix;
- not provide untrue or incomplete information at the time of registration or subsequently, especially, and without this list being exhaustive, false identity of the Seller, false information about his/her/its company, wrong parcel tracking number, false country of despatch or any other information or omission liable to adversely affect the transparency of the transactions offered by the Seller to Purchasers on Cdiscount Marketplace or of such a nature as to reduce the exercise of any of the Purchasers' legal or contractual rights, those of any public body or any third party;
- not have an account with a negative balance regarding the Hosting Site, or regarding a company controlling it or a company controlling by it. The notion of control being understood within the meaning of Articles L. 233-3 et seq. of the code du commerce.



**APPENDIX 2 –  
AMOUNTS DUE TO THE HOSTING SITE**

**A. Fixed costs: Subscription to Cdiscount Marketplace**

Through their contribution to the costs of Cdiscount Marketplace service on the Site, Sellers who are professionals or who are acting as professionals, undertake to pay the sum of €39.99 exclusive of tax to the Hosting Site. This amount falls due at the start of the month.

The Hosting Site shall have the option of reviewing the amount of this contribution under the conditions set out in article 11.2 of the GCMA, the Seller being free to accept or terminate his/her/its cooperation with the Hosting Site under the conditions covered in the said article.

**B. Variable costs: Grid showing commission applicable per category**

➤ **List of commission applicable**

The commission due to the Hosting Site from each Seller for each Product sale he/she/it achieves on Cdiscount Marketplace, and subject to the sale to the Purchaser being definitive especially with respect to the legal option of retraction, amounts to 15% with the exception of:

- the categories of Products listed in the table below to which the rates of commission mentioned hereunder apply; and
- the used Products (second-hand, repackaged...) to which an extra 2% commission rate applies from the applicable commission rate for new Products of the same category.

Universe	Category *	Rate of commission NEW PRODUCTS	Rate of commission USED PRODUCTS
<b>All Categories (Except list below)</b>		15%	17%
<b>Fashion</b>	Jewellery (except Watches & Sunglasses)	20%	22%
	Watches	16%	18%
<b>Electrical appliances</b>	Electrical Appliances – Equipment (except Large Electrical Appliances)	10%	12%
	Large Electrical Appliances (1)	8%	10%
	Electrical Appliances – Accessories	10%	12%
<b>Computing &amp; High Tech</b>	Audio, GPS, Car audio, Photo, Video cameras, Lenses, Flash	7%	9%
	TV, Computers, tablets, PC screens, Printers & scanners, video projectors	5%	7%
	Mobile phones, Smartphones	7%	9%
	IT – Peripherals, Components, networks, memory/storage	7%	9%
	Video games consoles	8%	10%
	Drones (except accessories)	10%	12%
<b>Home</b>	Home – Element for bed (including Mattress), Beds, Extra beds, Seats (including Sofa), Living	17%	19%

	room - Hall furniture, Bedroom furnishing units, Office furnishing units, Bathroom units, Small additional units, Kitchen units		
	DIY	12%	14%
<b>Car &amp; Motorcycle</b>	Vehicles except <ul style="list-style-type: none"> <li>• Gyro Pods,</li> <li>• Hoverboards,</li> <li>• Electric scooters,</li> <li>• Accessories for Gyro Pods, Hoverboards and Electric scooters.</li> </ul>	12,50%	14,50%
	Tyres	10%	12%
<b>Games-Toys</b>	Children's electronic multimedia	10%	12%
<b>Wine – Alcohol - Liquors</b>	Wine – Alcohol - Liquors	10%	12%
<b>Pet Shop</b>	Habitat - Couchage	16%	18%
<b>Articles for smokers</b>		16%	18%
<b>Parapharmaceutical products</b>		16%	18%
<b>BUILDING EQUIPMENT &amp; MATERIALS / Other</b>		12%	14%
<b>INDUSTRIAL EQUIPMENT (including point of sale equipment, PPE, Handling, Hygiene)</b>		12%	14%

The Seller undertakes to respect the category hierarchy of the Products that he/she/it puts up for sale. The category hierarchy detailing the subcategories included in each category is available at any time by the Seller on his Seller Space.

(1) Large Electrical Appliances includes the following sub-categories : GAS OR ELECTRIC PASTA COOKER - STOVE; WALL OVEN; HOOD; LARGE COOKING APPLIANCES PACK; ELECTRIC COOKTOP - ELECTRIC HOTPLATE; BEVERAGE CENTRE - MINI-BAR; BEVERAGE COOLER; WINE STORAGE; COLD ROOM; CHEST FREEZER; AMERICAN REFRIGERATOR; WASHING MACHINE; WASHING AND DRYING MACHINE; DISHWASHER; DRYER

#### ➤ Example of applicable commission

The rates of commission apply to the totals inc. tax for each Product sold, including postage costs, and the commission thus calculated is shown excluding VAT.

#### Example:

- Product price in the Mobile Phones category: €99 inc. tax
- Delivery costs: €5 inc. tax
- Rate of commission: 7% ex. Tax

Amount of Commission ex. tax:  $((99 + 5) \times 7\%) = €7.28$  ex. tax

To which VAT applies, namely:  $€7.28$  ex. tax +  $(€7.28 \text{ ex. tax} \times 20\% \text{ (VAT)}) = €8.73$  commission inc. tax.

**C. Optional and variable costs: Subscription to additional services**

The Hosting Site may offer the Seller additional services; the Seller shall be informed of and subject to the specific conditions of each service and related costs.

**D. Management fees applying to payment of Products in several instalments**

The following fees will be charged to the Seller by the Hosting Site for each Product sold by the Seller for which the Purchaser opted for payment in several instalments.

Price of the Product (in € including taxes, shipping costs included)	Applicable fees for payment in 4 instalments (in € excluding taxes)
Up to 30	N/A
30.01-50	0.40
50.01-75	0.70
75.01-100	0.80
100.01-150	1.20
150.01-200	2.00
200.01-300	2.50
300.01-400	3.50
400.01-500	5.00
From 500.01	6.00

### **APPENDIX 3 – IMPERATIVE DELIVERY CONDITIONS**

The Seller freely defines the conditions of delivery (home delivery, delivery to an in-store collection point) and the preparation times for his/her/its Products, within the maximum deadlines indicated in the present Appendix.

The Seller must offer the Purchasers the “tracked” delivery methods as a minimum for regular packages, and “Eco” for large packages.

The Hosting Site shall inform the Purchaser of the estimated minimum and maximum deadlines for delivery of the Product, calculated on the basis of the Product preparation deadlines stated by the Seller to the Hosting Site, as well as the transport deadlines estimated by the Hosting Site.

#### **A. Product Preparation**

For all Product categories, the Seller shall indicate a preparation deadline ranging from 1 to 5 working days. The Seller undertakes to give the package to the carrier within the maximum preparation deadline stated by the Seller to the Hosting Site.

In any case, the Seller must make the package available to the carrier or collection point within the period indicated to the Purchasers on Cdiscount Marketplace.

#### **B. Delivery**

The Seller acknowledges and accepts to only ship the Products according to the incoterm DDP (named place of destination).

The delivery time is calculated by the Hosting Site according to the Product category, the delivery method chosen by the Seller and the Country of Despatch indicated by the Seller to the Hosting Site.

<b>Categories</b>	<b>France Minimum/maximum</b>	<b>Europe Minimum/maximum</b>	<b>Outside of Europe Minimum/maximum</b>
Regular package	2/4 days	2/5 days	10/14 days
Tracked	1/3 days	2/5 days	10/14 days
Large package	2/7 days	3/10 days	10/20 days
Collection point, Delivery to store	2/4 days	2/5 days	10/14 days
Express	2 days	2 days	8 days

An additional delivery time of a maximum three (3) days may be applied in the event of external events that could impact delivery times in France.

The Seller shall ensure that his/her/its country of despatch is stated correctly in his/her/its Seller Account settings.

### **C. Penalties**

Without prejudice to the provisions and penalties laid down in the GCMA, the Hosting Site reserves the right to reject and/or automatically suspend any advertisement for or offer of a Product showing delivery dates or conditions that are contrary to the present provisions.

The Hosting Site may cancel any order that has not been prepared within the aforementioned maximum period.

Finally, any order that has not been sent or made available at a collection point within the delivery period indicated on Cdiscount Marketplace may be cancelled by the Hosting Site.

## **APPENDIX 4 – CHARTER OF GOOD PRACTICE “CDISCOUNT MARKETPLACE”**

The present Cdiscount Marketplace Charter of Good Practice was drawn up to make you aware of a number of important issues which contribute to making the platform a secure environment for consumers in particular.

**NOTICE:** This Charter is not exhaustive in nature, neither are the issues therein addressed. This Charter does not constitute legal or tax advice. You are responsible for seeking advice in order to ensure that (i) your activity via Cdiscount Marketplace complies with applicable national, European and international law, (ii) you do not make inappropriate use of the Cdiscount Marketplace platform. The present Charter is integral part of the GCMA; it places no limitation on them, nor does it replace them.

If you wish to sell your products on the Cdiscount Marketplace you undertake to abide by the present Charter of Good Practice.

### **1. GOOD PRACTICE IN PURCHASER RELATIONS**

**Good communication and care of the Purchaser must prevail in your business on Cdiscount Marketplace.**

In that regard, we would draw your attention to the fact that:

- You must provide clear, honest and transparent information to all consumer Purchasers at all stages of the relationship (pre-sales, upon making a sale, after sales);
- You must provide Marketplace consumer Purchasers with all the information required under applicable law, particularly Articles L111-1, L11-2, L 121-17, of the French Consumer Code;
- You must ensure that consumer Purchasers can exercise their right of withdrawal, particularly under Article L121-18 et seq of the French Consumer Code;
- You must comply with the rules on product warranties particularly the statutory warranty (provided for in Article L. 217-4 et seq of the French Consumer Code) and the latent defects warranty (provided for in Articles 1641 to 1648 of the French Civil Code).
- You must comply with all laws and regulations in relation to the collection, processing and storage of personal data, particularly those provided for in (i) the European Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation or “GDPR”), and (ii) the French Data Protection Act No. 78-17 of 6 January 1978, as amended.
- You must comply with the legal and regulatory provisions relating to Law No. 2020-105 on the fight against waste and the circular economy, known as the “AGEC” law, where you are concerned by the obligations referred to.
- You must refrain from trivialising or promoting messages, practices or ideas that are contrary to the objectives of sustainable development as set out in national and international

regulations, and you must refrain from using environmental claims that are likely to mislead the consumer. In this respect, you undertake in particular to provide Purchasers with clear, comprehensible and sincere information on the environmental characteristics of the products offered for sale.

### ➤ **Good practice to adopt**

As a Seller on Cdiscount Marketplace, you must, *at a minimum*:

*At the pre-sales stage:*

- Include as much information as possible in the product descriptions and update said description whenever necessary, taking care to include the information required by law;
- Include information about you that is visible to the Purchaser so that the identity of your business is clear to them;
- Refrain from posting products online that you do not actually have in stock;
- Display the price of your products with all taxes and customs duties included;
- Indicate the country from which you dispatch your products;
- Indicate a realistic delivery time taking into account the country from which you are dispatching your products;

*When making the sale:*

- Keep the promises you have made to your Purchaser : in terms of the quality of the product sold, price, delivery times, conditions for returns, etc. ;
- Process after-sales requests from the Purchaser in accordance with the commitments you have made and legal requirements, particularly in terms of product warranties;

*Under all circumstances:*

- Be polite and respectful;
- Respond to all requests from Purchasers (information, claims, etc.) within the deadlines set out in the GCMA;
- Always communicate with the Purchaser in French (or in English if the Purchaser is not French-speaking);
- Do not (i) directly or indirectly seek to attract Purchasers to your website or to the websites of third parties (for example, you should not use your website address as your shop user name or indicate your website address on any content which may be viewed by Purchasers such as product descriptions, terms and conditions of sale, emails to the Purchaser); (ii) insert marketing materials in the package or any other information about your website or third parties; (iii) approach the Purchasers; (iv) refer to your accounts and/or contact details on any



social networks, applications, instant messaging services and/or your email address on any medium on [www.cdiscount.com](http://www.cdiscount.com).

- Take into account the Purchaser's feedback (requests for information, claims, customer reviews, etc.) in the way you conduct your business on our Marketplace;
- Never use personal data pertaining to Purchasers to which you have access for purposes other than performing your obligations stipulated in the GCMA;
- Keep personal data pertaining to Purchasers confidential and secure, putting in place all physical and logistical resources to ensure data security;
- Do not store Purchasers data for longer than necessary to perform your obligations with respect to sales on our Marketplace.
- Favour recourse to mediation before referring to the competent courts in the event of a dispute with a consumer Purchaser or with a professional.

## **2. GOOD PRACTICE WITH RESPECT TO PROHIBITED PRODUCTS AND PRODUCTS SUBJECT TO SALES RESTRICTIONS**

**The sale of certain products is prohibited on Cdiscount Marketplace and these products may only be sold by authorised Sellers.**

In that regard, we would draw the attention of Sellers to the fact that:

- National, European and international law prohibits the remote sale of certain products, for example, medicines, cigarettes, etc.;
- National, European and international law prohibits the sale of products from countries subject to international sanctions or embargoes;
- The sale of books in France is subject to the provisions of the Law of August 10, 1981 instituting the single price of book, the Law No. 2011-590 of May 26, 2011 relating to the price of the digital book and the Law No. 2021-1901 of 30 December 2021 aimed at strengthening the book economy. The distinction between new and second-hand books must be made perfectly clear. The term new cannot be used when referring to a second-hand book.
- Some of the products are subject to restricted distribution;
- Our GCMA also prohibit the sale of certain products.
- As part of a commercial approach, the supply of product samples to consumers, without their request, is prohibited in accordance with Decree n° 2023-373 of April 23<sup>rd</sup>, 2024 on the terms and conditions for the application of V of Article L. 541-15-10 of the Environmental Code.

### **➤ Good practice to adopt**

As a Seller on our Cdiscount Marketplace, you must, *at a minimum*:

- Under all circumstances refrain from offering for sale any item which sale is prohibited under

national, European or international law;

- Under all circumstances refrain from offering products from countries subject to international sanctions or embargoes;
- Under all circumstances refrain from offering items which are forbidden for sale under our GCMA and of which you will find a non-exhaustive list below:
  - a. items for which the advertising, offer, marketing or sale adversely affects intellectual property rights (copyright, royalties and similar rights), industrial property rights (trademarks, patents, designs and models) and any other applicable right (especially rights to the image, rights to respect for privacy, right of the personality);
  - b. items that are in violation with distribution network;
  - c. items that are discriminatory or that incite to violence (including weapons in categories A to D as defined by law, toys and replicas of weapons, etc.), or to racial, religious or ethnic hatred;
  - d. live animals;
  - e. stolen goods;
  - f. advertising, including in the form of links;
  - g. medication, drugs of any kind, items liable to encourage the use of drugs or substances presented as having the same effects as substances or plants classified as drugs;
  - h. items liable to present a danger to health, safety or the environment and in particular items containing radionuclides;
  - i. items that can be neither offered nor marketed legally, or which are liable to harm public policy or the rights of third parties;
  - j. articles for which the offer or sale are liable to harm morality or the image of the Hosting Site.
- Ensure and are able to prove at all time that you have sufficient authorisations for the distribution of restricted-sale products;
- Ensure before placing any advertisements on Cdiscount Marketplace that your offers comply with the regulations in place;
- Under all circumstances refrain from selling a product should you have any doubt as to whether or not you are entitled to offer it for sale on our Marketplace.

### **3. SAFETY REQUIREMENTS FOR CONSUMER HEALTH PRODUCTS**

**Products placed on the market must be safe and contain the information ensuring their traceability, such as the identity of the manufacturer and the product code. Where necessary, products must be accompanied by warnings and notices on the risks inherent in their use.**

**Sellers are solely responsible for ensuring that products offered for sale on the Marketplace comply with the safety requirements. Sellers are liable for the sale of products that do not comply with the safety requirements.**

Since 2019, Cdiscount has been a signatory of the "Product Safety Pledge", an initiative of the European Commission containing a series of commitments to accelerate the withdrawal of hazardous products sold on online sales platforms.

In that regard, we would draw your attention to the fact that:

- Products may be covered by one or more regulations (particularly national and/or European) with respect to product safety (hereinafter “Safety Requirements”);
- The safety requirements may be general in nature and applicable to all products (for example Directive 2001/95/EC of the European Parliament and the Council of 3 December 2001 on general product safety);
- Specific safety requirements for certain product categories may apply (for example: toys, electric devices and food products);
- Safety requirements include information on the packaging or on information documents providing the purchaser /user with all the necessary information on the manufacture of the product, the standards with which it must comply and the conditions under which it may be used.

### ➤ **Good practice to adopt**

As a Seller on our Marketplace, you are required to take all appropriate measures to ensure that all products that you offer for sale comply with applicable laws and regulations, and *at a minimum*:

- You are a manufacturer: design products which meet the safety requirements, and take all the appropriate steps to ensure and demonstrate compliance therewith (by demonstrating that tests have been carried out and the disclosure of certificates);
- You are an importer: check that the manufacturer has designed a product that meets the applicable safety requirements (particularly by checking the applicable regulations and that the products are in compliance therewith);
- You are a distributor: identify the safety rules applicable to the products you sell and check that the manufacturer and importer have complied with their obligations and the products meet the applicable safety requirements;
- In any case, it is your responsibility to ensure that the products, required packaging and other documents satisfy the safety requirements (particularly the presentation, markings, labelling and notices, etc.).
- You must refrain from offering any product for sale should you be uncertain as to whether it complies with the applicable safety requirements;
- Recall from sale any product which is subject to a recall procedure and take all due care in product recalls;
- Refrain from presenting a product in such a way as to induce prohibited or dangerous misuse.

#### **4. GOOD PRACTICE IN FIGHTING IP BREACHES**

**It is illegal to offer counterfeit products for sale. As a Seller, you are solely responsible for selling counterfeit products to Purchasers and copyright holders.**

Cdiscount Marketplace cares about protecting the rights of third parties. In that regard, we would draw

your attention to the fact that:

- Infringement may come in different forms, in particular :
  - Copying or imitating the name, logo, shape, motifs or presentation of a product protected under a trademark, design, model, or copyright, or copying a patented technical invention.
  - As well importing Products into the European Union territory without authorization of the holder of the intellectual property rights;
- Counterfeit products are at significant risk of falling foul of the Safety Requirements applicable to products as described in the previous section.

### ➤ **Good practice to adopt**

As a Seller on our Marketplace, you must, *at a minimum*:

- Check the authenticity and more generally that your products are non-infringing before placing them on the Marketplace;
- Should you have any doubts as to whether your products are authentic and non-infringing, refrain from posting them online;
- Respond to all claims from Purchasers within the deadlines and conditions set out in the GCMA and compensate the Purchaser where applicable.

## **5. GOOD PRACTICE IN FIGHTING SOCIAL SECURITY AND TAX FRAUD**

**You will be held solely responsible by Purchasers, third parties and the tax authorities for any sales made without a proper understanding of applicable taxation (VAT in particular) and tax-related charges (DEEE - tax on electronic equipment waste, PCR - private copying remuneration), or of your obligations to pay social security contributions.**

In that regard, we would draw your attention to the fact that:

- The main tax on consumers in France is Value-Added Tax (VAT); the rate depends on the nature of the product;
- A number of parafiscal taxes may apply to certain categories of products such as: Private Copying Remuneration or “RCP” which applies to all digital data storage media such as hard disks, memory cards, USB keys, tablets; and DEEE (Electric and electronic equipment waste) which applies to electric and electronic products;
- All business conducted in France is subject to national taxation (particularly corporate tax), save in strictly regulated cases. Income from sales generated through our marketplace is subject to tax and must be declared to the tax authorities in your tax return.
- All business conducted in France is subject to social contributions, save in strictly regulated cases. Income from sales generated through our marketplace must be declared to the social security authorities in your income declaration.

### ➤ Good practice to adopt

As a Seller on our Marketplace, you must, *at a minimum*:

- Check the official websites:
  - [www.impots.gouv.fr](http://www.impots.gouv.fr), for information on your tax obligations ;
  - [www.securite-sociale.fr](http://www.securite-sociale.fr), for information on your social security obligations.
- Check the VAT rate applicable to your products and apply the appropriate VAT rate;
- If you believe that you are not subject to VAT, you must check to be certain that such an exoneration applies to your personal circumstances;
- Check whether your products are subject to parafiscal taxes and apply the appropriate parafiscal taxes to your products;
- Pay the taxes applicable to your business conducted on our Marketplace. If you have reason to believe that your business is not subject to tax in France, verify that this is the case and be prepared to provide proof.

## **6. CDISCOUNT : HOSTING CDISCOUNT MARKETPLACE**

We wish to make our Marketplace a quality platform for Purchasers and third parties. To that end, Cdiscount:

- Respond to any request from a public authority in the context of its right of communication, relating to the Sellers and their products;
- Reserves the right to respond to any request from entitled parties relating to the Sellers and their products;
- Encourages all persons to notify us in accordance with Article 16 of Regulation (EU) 2022/2065 on Digital Services (DSA), of the presence of manifestly illicit content on the Cdiscount Marketplace;
- Encourages all persons to notify us of the presence of products on the Cdiscount Marketplace that do not meet the Safety Requirements;
- Reserves the right to immediately suspend any offer which is not in line with the good practices outlined above, and more generally to apply any measure provided for in the GCMA.

## **APPENDIX 5 – GENERAL CONDITIONS OF THE OPTIONAL SERVICE CDISCOUNT EXPRESS SELLER "CXS"**

The Hosting Site offers Sellers an optional service, the conditions of which are described below (the "CXS Service").

These General Conditions govern the relationship between the Hosting Site and the Seller concerning the content, access and use of the CXS Service.

They supplement the General Conditions Making Available the Cdiscount Marketplace ("GCMA"). Unless otherwise defined herein, capitalised terms have the meaning given to them in the GCMA.

By subscribing to the CXS Service, the Seller unreservedly agrees to be bound by these General Conditions.

### **1. Content of the CXS Service**

The CXS Service enables Sellers to benefit from the following advantages:

**(i) *Eligibility for the Cdiscount A Volonté ("CDAV") loyalty programme, for subscribing customers, of products for which the Seller manages shipment by its own means.***

The CDAV programme is a loyalty programme enabling Purchasers who have subscribed to it to benefit from fast and free delivery for certain Products weighing less than thirty (30) kilos. Details of the CDAV programme for subscribers are available [\[here\]](#).

The CXS Service allows Sellers to make their Products eligible for the CDAV loyalty programme while handling the logistics of their orders themselves (and provided they agree to offer fast delivery to subscribers).

**(ii) *Access to the increased visibility associated with CDAV products***

The CXS Service allows Sellers to benefit from the increased visibility associated with Products eligible for the CDAV programme.

These products can be identified on the Site using the "Produit **Cdiscount à volonté**" badge.

In addition, insofar as these offers present advantageous delivery conditions to best satisfy the Purchasers, they benefit from an advantage in the search results on the Site, in accordance with the ranking criteria provided for in [article 4.3 of the GCMA](#).

**(iii) *Access to a specific monthly report to monitor the Seller's CXS activity***

The CXS Service includes the sending to Sellers of a specific monthly report, enabling them to measure the performance of their CXS activity on Cdiscount Marketplace.

This report includes the following indicators for the past month:

- a dashboard enabling Sellers to monitor their overall CXS activity;
- a summary of the Seller's offers visible on the Site;
- order tracking over the last thirty (30) days;
- parcel tracking.

## **2. Conditions of eligibility for the CXS Service**

To be eligible for the Service, the Seller must at all times:

- comply with the GCMA, including the minimum service levels listed in [Appendix 1](#) and the obligation to enter valid and compliant tracking links and numbers in its Seller Space for all orders shipped;
- offer Express delivery for Purchasers with a promise of delivery within 48 working hours, or Tracked delivery with a promise of delivery within 72 working hours from the time the order is placed;
- in addition to the minimum levels of service listed in Appendix 1 of the GCMA, to comply with a delivery rate within the maximum time limits required above equal to or greater than 96%, this rate being calculated on the basis of orders with a promise of delivery of 48 and 72 working hours only;
- ship from France or Europe to mainland France (including Corsica). Please note: the Seller may also choose to ship, under the same conditions, to countries other than France, without this multi-country shipping capacity constituting a condition of eligibility for the Service.

## **3. Conditions for subscribing to the CXS Service**

The Seller wishing to activate the CXS Service may complete the form accessible [\[here\]](#).

The Hosting Site will review the Seller's request to activate the CXS Service and verify compliance with the eligibility conditions set out in article 2 hereof for a maximum period of thirty (30) calendar days before validating or invalidating the Seller's registration.

The Hosting Site reserves the right to request any additional supporting documents, including after the Seller has registered. The Hosting Site also reserves the right to validate or refuse any registration request.

The Hosting Site will notify the Seller by email of the activation - or non-activation - of the CXS Service.

## **4. Conditions of use of the CXS Service**

The Seller must configure its shop and the Products by following the instructions provided by the Hosting Site on the help center page by clicking [\[here\]](#) in order to make them eligible for the CXS Service.

As a reminder, free delivery is only applicable (i) to Purchasers who have subscribed to the CDAV programme, (ii) for delivery in mainland France, including Corsica and (iii) for the following delivery methods:



<b>Home delivery</b> <b>Standard parcel (less than 30 kg)</b>
Standard
Tracked
Express
<b>Delivery to relay points available on date</b>
Mondial Relay
So Colissimo
Relais Colis

**The Seller expressly acknowledges that it is financially responsible for the carriage costs applicable to shipments of its eligible Products to Purchasers who have subscribed to the CDAV programme.**

Failing this, the Products will not be identified by the Purchasers as being part of the CDAV programme and the carriage costs set by the Seller will be applied to all Purchasers.

## **5. Financial terms of the CXS Service**

In consideration for the Service provided by the Hosting Site hereunder, the Seller undertakes to pay monthly the sum of forty-nine (49) euros excluding taxes.

This sum will be invoiced at the beginning of the month following the month in which the Service was provided and will be immediately due and payable.

The Seller acknowledges and accepts that in the event of temporary deactivation (suspension) or permanent deactivation (termination) of the CXS Service during the month under the conditions of article 6 hereof, for whatever reason, the cost of the monthly subscription will be invoiced and due in full.

With regard to payment terms and conditions and in accordance with article 6.5 of the GCMA, automatic and immediate set-off will take place by operation of law - whether or not the legal conditions for set-off are met - between the sums owed by the Seller to the Hosting Site and those owed by the Hosting Site to the Seller, whether under the GCMA, these CXS Service Conditions or under any other commercial relationship that the Parties may have.

## **6. Suspension and termination of the CXS Service**

### **6.1 At the Seller's initiative**

The Seller may unsubscribe from the CXS Service at any time, without giving any reason and without any charge or penalty whatsoever, by making a request to Seller Support, accessible from the Seller Space >> "help center" >> "Join the Support Centre".

Deactivation of the CXS Service is effective within seventy-two (72) working hours following receipt of the Seller's request by the Hosting Site.

The de-registration date taken into account by the Hosting Site for stopping the invoicing of the CXS Service is the date of creation of the request by the Seller.

The Seller may at any time send a request to the Hosting Site to reactivate the CXS Service subject to compliance with the eligibility conditions defined in article 2 hereof. Before reactivating the CXS

Service, the Hosting Site will carry out a new phase of checking the Seller's compliance, at the end of which it will inform the Seller, where applicable, of the reactivation of the CXS Service.

## **6.2 At the Hosting Site's initiative**

The Hosting Site reserves the right to temporarily suspend the Service in the event of non-compliance by the Seller with its obligations hereunder, in particular (i) in the event of late or non-payment and (ii) in the event of non-compliance with the eligibility conditions defined in article 2 hereof, in particular the minimum service levels expected.

The Seller will be informed of the suspension of the CXS Service by written notification from the Hosting Site, at the latest at the time of such suspension.

Where applicable, the Hosting Site will invite the Seller to comply with the conditions of eligibility for the CXS Service defined in article 2 hereof. Before reactivating the CXS Service, the Hosting Site will carry out a new phase of checking the Seller's compliance, at the end of which it will inform the Seller, where applicable, of the reactivation of the CXS Service.

The Hosting Site may also permanently terminate the Service at any time, without reason and without charge or penalty of any kind, by giving written notice to the Seller with a minimum of thirty (30) calendar days' notice.

## **6.3 Effects**

In the event of suspension or termination of the CXS Service for any reason whatsoever, the Seller's Products will no longer be eligible for the CDAV programme.

Where applicable, the delivery charges set by the Seller will automatically apply to all Purchasers.

In accordance with article 5 hereof, in the event of temporary or permanent deactivation of the CXS Service during the month, the cost of the monthly subscription will be invoiced in full and owed by the Seller to the Hosting Site.

## **6.4 Termination for closure of the Seller's account on Cdiscount Marketplace**

Termination of the GCMA automatically entails termination of the CXS Service without any formality.

Conversely, termination of the CXS Service does not entail termination of the Seller's registration with Cdiscount Marketplace.

## **7. Modification of the General Conditions of the CXS Service**

The General Conditions of the CXS Service, in particular the financial conditions, may be revised by the Hosting Site under the conditions of article 11 of the GCMA.

If the Seller does not agree to these modifications, it will have the option of terminating the CXS Service under the conditions set out in article 6 hereof.

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