

General Terms and Conditions of Use of the EDEBEX Platform

PREAMBLE:

The purpose of this document is to set out the conditions under which the User may access and use the online sales portal and the partner portal that Edebex operates at the address: www.edebex.com (hereinafter referred to as "The Portal").

It supplements the other contractual provisions agreed between the User and Edebex within the framework of the agreement they have entered into.

Consequently, it was agreed that:

Article 1.

The User's access to the Edebex Portal presupposes the existence of a Contract between the User and Edebex (hereinafter referred to as "The Contract").

Termination of the Contract, for any reason whatsoever, shall give rise to the immediate revocation of all access rights to the Edebex Portal granted to the User and to the persons for which they are responsible.

Article 2.

The User shall appoint the persons within its structure which are authorised to access and use the Edebex Portal.

The User shall provide Edebex with the particulars of the persons (surname, first name, e-mail address) that he has appointed.

Only the persons whose particulars have been disclosed to Edebex shall be authorised to access and use the Edebex Portal.

Article 3.

Each person appointed by the User shall be allocated a specific login and password with which they can access the Portal.

Such access codes are strictly personal and may not in any case be transferred or disclosed to any of the User's employees or third parties without the express prior consent of Edebex.

Only persons actually working within the User's structure as employees or freelancers shall be eligible for an access code for the Portal.

In the event of an appointed person leaving the User's structure (dismissal, resignation, retirement, etc.), the User undertakes to inform Edebex of such without delay.

Article 4.

Any failure to comply with the rules of allocation provided for in Article 2 may justify the immediate termination of the access rights of all or part of the persons appointed by the User.

The User shall be solely liable with respect to Edebex for the proper use by the persons it has appointed of the access and user rights granted to them by Edebex.

The User shall be liable for any direct or indirect damage resulting from the unauthorised disclosure of the access codes of the appointed persons or from any misuse or fraudulent use of such access rights.

Article 5.

The User shall be responsible for the accuracy of the data that it transfers to the Edebex Portal.

The User shall be liable for any direct or indirect damage resulting from the communication of erroneous or falsified data.

Edebex shall ensure that the data provided by the User is processed in strict compliance with the GDPR and for the sole purposes of providing the services provided for in the Contract and/or to the persons involved in the transactions concluded via the Portal, and of fulfilling its legal obligations in particular with respect to the Supervisory Authorities.

Article 6.

Any intrusion on the Edebex Portal outside the rules set out in these Terms and Conditions of Use shall be considered a violation of Edebex's computer system and shall give rise to prosecution for *Hacking*.

Edebex reserves the right to terminate the access rights of any person appointed by the User, at any time, whether pursuant to a request from an Administrative Authority or at its sole discretion.
