

**TERMS OF USE
FOR THE VALORiSE
GREENFLEX PLATFORM**

(Updated on 11 May 2018)

All use of the VALORiSE platform and related Services implies the User's full and unconditional acceptance of these general terms and conditions.

CONTENTS

DEFINITIONS 3

LEGAL NOTICES 3

Article 1: Purpose 4

Article 2: Acceptance 4

Article 3: VALORiSE platform and its Services 4

3.1. Purpose of the VALORiSE platform and its Services.....4

3.2 Accessing the VALORiSE platform.....5

Article 4: Obligations of the Parties 5

4.1. GREENFLEX's obligations.....5

4.2. Obligations applicable to Users.....6

4.3 Obligations of the Supplier-User.....6

4.4 Obligations of the Distributor-User.....7

Article 5: License of use 7

5.1 Rights of use.....7

5.2 Restrictions.....7

Article 6: Misuse of the VALORiSE platform and its Services 8

Article 7: Technical restrictions 8

Article 8: Availability of the VALORiSE platform and its Services 9

Article 9: Assistance 10

9.1 Questionnaire assistance.....10

9.2 Technical assistance.....10

Article 10: Intellectual property 10

Article 11: Confidentiality 11

Article 12: Duration and termination 12

12.1 Duration 12

12.2 Termination 12

Article 13: Changes to the TOU - VALORiSE platform updates 12

13.1 Changes to the TOU.....12

13.2 VALORiSE platform updates.....12

Article 14: Personal data 12

Article 15: Liability 12

Article 16: Exemption from liability and force majeure 13

Article 18: Partial nullity 14

Article 19: Applicable law and jurisdiction 14

Article 20: Translations 14

DEFINITIONS

TOU: refers to these Terms of Use.

TOS: refers to the Terms of Sale for the VALORiSE platform.

Party: refers to all individuals bound by contract via the TOU.

Consortium: group of organisations responsible for setting up and running the VALORiSE platform and repository.

VALORiSE platform: refers to the digital interface designed for Users to self-assess their CSR (Corporate Social Responsibility) performance.

Subscription: refers to the subscription service allowing Users to enjoy access to and the right to use the VALORiSE platform.

Service: refers to the CSR platform's functions.

GREENFLEX: refers to the VALORiSE platform's operator and manager.

User: refers to all individuals authorised to access and use the VALORiSE platform and Services, irrespective of their rights.

Distributor-User: a category of User who uses the VALORiSE platform to check CSR performances of Supplier-Users, primarily with access to the VALORiSE platform's Reporting features.

Supplier-User: a category of User who uses the VALORiSE platform to assess their CSR performance by filling in the questionnaires they receive, thus giving them an indication of their performance.

Questionnaire: a form accessible via the VALORiSE platform designed to gather Collected Data and create an index and Reports on the VALORiSE platform.

Username: the User's username.

Password: the User's password.

Reporting/Reports: refers to one of the VALORiSE platform's Services, involving different summaries of collected data produced by the VALORiSE platform and accessible to different Users depending on their category.

Collected Data: information and specific and anonymous data collected from the User by the VALORiSE platform

LEGAL NOTICES

The VALORiSE platform was designed for Users by the operator and manager of the VALORiSE platform: GREENFLEX, a *société par actions simplifiée* [simplified joint-stock company] with a share capital of €688,162 and head offices located at

16 Boulevard Montmartre - 75009 PARIS, registered with the RCS [Register of Trade and Companies] of PARIS under number 511 840 845.

Article 1: Purpose

The TOU define the means by which the VALORiSE platform and its Services are made available and used, including the use of Reports, by Users.

Consequently, they define each Party's rights and obligations and serve as a contract between GREENFLEX and its Users.

Access to, and use of, the VALORiSE platform and its Services implies the User's full and unreserved acceptance of these terms of use. Failure to accept said terms shall result in the User's access to the VALORiSE platform being denied.

These contractual provisions apply to access to and use of the VALORiSE platform and its Services alone.

Article 2: Acceptance

The User declares that he has read the TOU prior to using the VALORiSE platform and its Services, and accepts them unreservedly.

Article 3: VALORiSE platform and its Services

3.1. Purpose of the VALORiSE platform and its Services

The VALORiSE platform is an online interface for self-assessing CSR (Corporate Social Responsibility) performance, designed for suppliers and distributors of food and non-food products.

It is an educational and support tool for Users.

It allows:

- Users to self-assess their CSR initiatives based on ISO 26000, a standard that provides guidance on CSR initiatives;
- Distributor-Users to check these assessments via grouped or personalised reports.

The platform is structured in three steps to be rolled out across the year:

- a data entry step in which Supplier-Users supply data via Questionnaires that evolve over the years;
- a data submission step;
- a summary step leading to the producing and sharing of Reports.

3.2 Accessing the VALORiSE platform

The User receives a Username and Password for the VALORiSE platform.

The User is personally responsible for implementing the IT and telecommunication means required to access the VALORiSE platform and assumes any related costs.

Username and Passwords are strictly confidential. Consequently, the User undertakes to ensure they remain secret and never to share them, by any means, with an unauthorised third party.

It is understood that the User's salaried employees are permitted to use the User's Username and Password on behalf of their employer.

Access to the VALORiSE platform is the sole responsibility of the User. All use of the VALORiSE platform is presumed to have been made by the User linked to the Username and Password used.

The User undertakes to inform GREENFLEX in writing of the loss, theft, or fraudulent use of their Username and Password as soon as possible. As soon as written notification of the fact is received, the log-in details will be changed.

The User may be asked to provide ID documentation.

Any User found to be in breach of the TOU may have their access to the VALORiSE platform temporarily or permanently suspended.

GREENFLEX reserves the right to interrupt, suspend or change access to all or part of the VALORiSE platform for maintenance or security purposes with no prior warning, with Users due no compensation.

Article 4: Obligations of the Parties

Each Party undertakes not to block the other Party's access to and use of the VALORiSE platform with the exception of special cases outlined in the TOU.

Users undertake to inform GREENFLEX as soon as possible of any information they may have that may be useful to, or affect, the smooth running of the VALORiSE platform and its Services.

4.1. GREENFLEX's obligations

GREENFLEX serves the interests of the User in compliance with legislation in force.

GREENFLEX undertakes to provide the User with access to the VALORiSE platform and its Services in compliance with the conditions outlined in the TOU.

It undertakes to make every possible effort to ensure the smooth running of the VALORiSE platform.

GREENFLEX is bound only by a duty of care.

GREENFLEX guarantees that indexes are created based on accurate analysis of the User's Collected Data.

GREENFLEX undertakes to comply with regulations in force at all times, and with standard ISO 26000 in particular, with respect to the VALORiSE platform and its Services.

GREENFLEX guarantees the fair and equal treatment of all the VALORiSE platform's Users.

4.2. Obligations applicable to Users

The User undertakes to comply with all French regulations in force.

They undertake to comply with the TOU and TOS they have accepted.

The User undertakes to provide GREENFLEX with all technical documentation and all information required to ensure the smooth running of the VALORiSE platform and its Services.

They undertake to use the VALORiSE platform in compliance with the technical instructions supplied.

They undertake to notify GREENFLEX of the theft or loss of their Username and Password without delay.

They undertake to provide GREENFLEX with their most recent contact details.

The User confirms that their IT tools and internet connection are compatible with the VALORiSE platform.

Depending on their profile, the User will enjoy access to different Report indexes and undertakes to only use said Reports for private and non-commercial purposes. All other uses are prohibited, save as expressly provided otherwise.

The User permits GREENFLEX to list them in the directory of Users available on the website and viewable by the platform's general audience.

4.3 Obligations of the Supplier-User

Each Supplier-User undertakes to respond to the Questionnaires they receive in an honest and truthful manner.

Responses and any potential supporting documentation must be submitted in either French or English.

The Supplier-User must submit their responses before the annual submission deadline.

They may modify their responses at any time before the annual submission deadline.

The Supplier-User is solely responsible for the responses they submit.

They undertake to carefully and diligently respond to questions.

The Supplier-User undertakes to supply honest responses to their Questionnaires. They shall be held solely responsible for any consequences that arise as a result of any false or erroneous statements made.

Users may access their Questionnaire responses at any time.

The Supplier-User is free to publish their responses, which remain confidential by default. The Supplier-User's results may only be shared by the Supplier-User themselves, or any of the Users they designate as having these permissions.

4.4 Obligations of the Distributor-User

The Distributor-User enjoys access to the VALORiSE platform's Reporting features.

The Distributor-User undertakes to safeguard the independence of Supplier-Users and not to influence or constrain the latter in any way.

However, the Distributor-User may contact a Supplier-User to request permission to view their results, without the latter being required to grant said permission.

The Distributor-User may view a Supplier-User's Questionnaires, results and any additional information if the latter grants permission to do so.

The Distributor-User agrees to respect the confidential nature of Supplier-Users' Collected Data.

The Distributor-User agrees to respect the collaborative nature of the VALORiSE platform, and thus may not use the VALORiSE platform and its Services to draw up a selection list of Supplier-Users.

The Distributor-User undertakes not to denigrate or penalise a Supplier-User based on the information viewable via the VALORiSE platform.

The Distributor-User may export information accessible to them, and in particular Reports, which they may share with a third party, provided they comply with the confidentiality obligations they are subjected to, and provided the sharing is for non-profit purposes.

Article 5: License of use

5.1 Rights of use

Under these terms of use, the User is granted a non-transferable, non-exclusive revocable license to access the VALORiSE platform and use its associated Services, in line with the aforementioned limitations and more generally in compliance with the TOU and TOS.

The user license is granted for a one-year period in compliance with the Subscriptions period on offer and as described in the TOS.

The user license begins on the day the User takes out a Subscription to the VALORiSE platform, in compliance with the TOS, and ends automatically at the end of the Subscription period, or, where applicable, in the event the User breaches the TOU or TOS.

5.2 Restrictions

The VALORiSE platform's Users undertake to comply with the following restrictions:

1. not to create or use automation or intrusion software, or any other unauthorised third-party software designed to alter the VALORiSE platform, and not to make changes to the VALORiSE platform without GREENFLEX's prior permission;
2. not to use the VALORiSE platform or one of its components for commercial purposes without GREENFLEX's prior permission;
3. not to allow a third party to use their VALORiSE platform log-in details;
4. not to use unauthorised third-party software to intercept, search for, or collect information pertaining to the VALORiSE platform;
5. not to change or ask a third party to change a VALORiSE platform file without GREENFLEX's prior permission;
6. not to supply, create, encourage or maintain unauthorised connections with the VALORiSE platform;
7. not to directly or indirectly disrupt the smooth running of the VALORiSE platform and its host servers;
8. not to sell, loan or make available the VALORiSE platform and its documentation to a third party, by whatever means;
9. not to publish, sell or share accessible content by any means, save as otherwise expressly provided in these TOU;
10. not to fully or partially copy accessible documentation;
11. not to sell the information and data collected via the use of the VALORiSE platform;
12. not to directly or indirectly correct any bugs, errors or anomalies without GREENFLEX's express approval;
13. not to translate, adapt, change or alter the VALORiSE platform.

Article 6: Misuse of the VALORiSE platform and its Services

Users are informed that any abusive use or misuse of the VALORiSE platform and its Services is prohibited.

Misuse is defined as the excessive and disproportionate use of the Service capable of affecting the technical infrastructure of the VALORiSE platform or GREENFLEX's commercial activities.

Consequently, the User undertakes to use the VALORiSE platform and its Services within the framework of the possibilities open to them based on their User category.

Any use that strays from this definition shall be considered misuse of the VALORiSE platform and its Services.

In the event of abusive use or misuse by a User, GREENFLEX reserves the right to temporarily or definitively suspend said User's access to the VALORiSE platform, and to terminate the contract that binds both Parties at the exclusive fault of the User in question, with the latter unable as a result to seek compensation or the return of their access rights.

GREENFLEX reserves the right to take legal action against the User in question with a view to defending its interests and seeking compensation.

Article 7: Technical restrictions

GREENFLEX shall inform the User of any technical restrictions applicable to using the VALORiSE platform.

The User undertakes to comply with the restrictions they are made aware of.

GREENFLEX shall make every effort to inform the User of their non-compliance with the technical restrictions in question.

In the event of a User's non-compliance with the technical restrictions designed to prevent the full or partial provision of access to or use of the VALORiSE platform and its Services, GREENFLEX reserves the right to immediately suspend access to the VALORiSE platform without prior notice, until the User submits to full compliance with the technical restrictions.

In the event of abusive use or misuse of the technical restrictions by a User, GREENFLEX reserves the right to temporarily or definitively suspend said User's access to the VALORiSE platform, and to terminate the contract that binds both Parties at the exclusive fault of the User in question, with the latter unable as a result to seek compensation or the return of their access rights.

GREENFLEX reserves the right to take legal action against the User in question with a view to defending its interests and seeking compensation.

Article 8: Availability of the VALORiSE platform and its Services

GREENFLEX reserves the right to interrupt access to the VALORiSE platform and its Services for updates or maintenance work.

GREENFLEX shall do everything in its power to inform Users of interrupted service ahead of time.

In the event of an emergency, however, GREENFLEX reserves the right to fully or partially suspend access to the VALORiSE platform and its Services for a reasonable period of time in order to carry out necessary technical operations. These Service interruptions do not entitle Users to compensation of any kind.

In the event of technical malfunction caused by GREENFLEX, the latter undertakes to make every effort to resolve the malfunction in question as rapidly as possible.

Article 9: Assistance

9.1 Questionnaire assistance

Users enjoy GREENFLEX's free online assistance concerning Questionnaire content thanks to the online instructions, help and advice provided via the VALORiSE platform. If necessary, help can be sought by writing to support@valo-rise.com

GREENFLEX undertakes to respond to emails as rapidly as possible.

Assistance is available during GREENFLEX's opening hours and days.

9.2 Technical assistance

Users can benefit from GREENFLEX's online technical assistance for all matters concerning the access to the VALORiSE platform and its conditions of use by

- emailing support@valo-rise.com

GREENFLEX undertakes to respond to emails as rapidly as possible.

Assistance is available during GREENFLEX's opening hours and days.

Article 10: Intellectual property

GREENFLEX guarantees that it holds all property rights for the VALORiSE platform and all its content.

The User's Collected Data may be used as a database and in this case shall be subject to the applicable legal regime in force.

Collected Data shared by the User remains the User's property and shall be destroyed upon request made in writing.

GREENFLEX undertakes not to share or use this information, nor to process it, other than for the operation of VALORiSE platform, without the User's express approval.

Exceptionally, in the event of a change in service provider for the managing of the VALORiSE platform, or in the event of a new VALORiSE platform being created, the Collected Data may be shared with the new service provider in question.

As an outside party to their contractual relationships, GREENFLEX cannot be held responsible for the manner in which the User or its commercial partners may use the Collected Data.

Users are informed that:

- GREENFLEX is a registered trademark with the Institut National de la Propriété Industrielle [French Institute of Intellectual Property] and cannot therefore be used without the prior written approval of its holding company, GREENFLEX.
- the Consortium owns the repository, trademark, domain name and graphic charter for the VALORiSE platform;
- GREENFLEX owns all technical developments, and in particular the tools and IT resources used by GREENFLEX.

Any full or partial copying of the VALORiSE platform or one of its components, or of any shared documents or photos, is prohibited (in particular all elements related to photographs, texts, acronyms, trademarks, logos, drawings, etc.), except with prior written approval from GREENFLEX and the Consortium.

Content displayed on the VALORiSE platform is protected by the legislation in force pertaining to general copyright and intellectual property law. Copying or sharing the content without its owner's express written approval constitutes an infringement punishable by law.

Failure to comply with these rules may result in legal action being taken.

Article 11: Confidentiality

Each Party acknowledges that the information, data and documents shared when using the VALORiSE platform and its Services are confidential, and consequently, may not be used for any purpose other than the smooth running of the VALORiSE platform.

As a result, each Party undertakes not to share the aforementioned information with any third party, other than for the operation of VALORiSE platform, and agrees to comply with this confidentiality clause and where appropriate to enforce it.. Information in the public domain and information obtained by means that do not breach this clause are, however, exempt from this obligation.

Contracting Parties undertake to handle all information obtained through the VALORiSE platform with complete confidentiality, and undertake not to directly or indirectly share any or all of the said information with any third party, save as otherwise provided in these TOU, or when requested to do so by the legal authorities, a State administrative body, or a social security body.

The Parties undertake to require that employees, subcontractors and any other workers who may use the VALORiSE platform fulfil this obligation, whether the individuals in question are permanent or temporary.

All Users undertake to keep the Usernames and Passwords for accessing the VALORiSE platform and its Services private and confidential.

This confidentiality clause applies for the duration of the relationship between the Parties and for two (2) years following the end of the contractual relationship.

The User authorises GREENFLEX to list them in the directory of Users available on the website and viewable by the platform's general audience.

Article 12: Duration and termination

12.1 Duration

The TOS become applicable to the User from the moment a Subscription is taken out and for a duration of one renewable year.

Subscriptions are renewed by express agreement.

12.2 Termination

In the event that a User fails to comply with the conditions outlined in the TOU or TOS, GREENFLEX reserves the right to terminate the User's Subscription and access to the VALORiSE platform after formal notice given to the User remains unanswered five days after being sent.

In the event that GREENFLEX fails to comply with its own conditions outlined in the TOU and TOS, the User may, after formal notice sent by registered post with proof of receipt remains unanswered fifteen days after being received, request that their Subscription be terminated.

Article 13: Changes to the TOU - VALORiSE platform updates

13.1 Changes to the TOU

GREENFLEX reserves the right to modify its terms of use at any time.

In this event, GREENFLEX shall notify the User of any revisions and changes made.

These revisions or changes shall not impact on the basic nature of the VALORiSE platform.

13.2 VALORiSE platform updates

In order to improve the VALORiSE platform, GREENFLEX may update the VALORiSE platform without the User's permission.

Acceptance of these TOU implies the User's acceptance that GREENFLEX enjoys the right to update the VALORiSE platform.

Article 14: Personal data

GREENFLEX, as data controller, shall process the User's data related to use of the Platform and the management of contractual relationships for such time as is necessary for processing, including in particular the period necessary for the

management of the commercial relationship and the period necessary to establish proof of a right.

The User, in accordance with French Law No. 78-17 of 6 January 1978 "*Informatique et Liberté*" (Information technology and individual liberties) and Regulation No. 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, has the right to information, the right of access, the right to alteration, rectification, the right to be forgotten, the right to restriction of processing, the right to data portability, the right to object, the right not to be subject to a decision based solely on automated processing, including profiling and to delete personal data concerning him or her, and the right to lodge a complaint with the CNIL (*Commission Nationale de l'Informatique et des Libertés* - the French Data Protection Authority).

He or she may exercise his or her right via email to the following address: dpo@greenflex.com

GREENFLEX hereby undertakes to process the User's request within a period of one month from the date of receipt of the request.

Article 15: Liability

GREENFLEX cannot be held responsible, in whatever manner, whether jointly or severally, for damage caused by other parties and the User.

Users are solely responsible for their own use of the VALORiSE platform.

GREENFLEX shall bear financial responsibility up to the maximum amounts set out in its insurance contract.

GREENFLEX cannot be held responsible for erroneous or false statements made by Users, nor for any ensuing erroneous Reports made on the basis of statements provided by the Supplier-User.

GREENFLEX cannot be held responsible for direct or indirect damage caused to the User as a result of using the VALORiSE platform and sharing data, such as loss of sales, clients, profit, IT data, or any moral damage.

Users acknowledge the limitations and restrictions inherent to the internet and as a result acknowledge the impossibility of guaranteeing total data-sharing security.

Consequently, GREENFLEX cannot be held responsible in the event of malicious software used on the VALORiSE platform by a third party or hacking.

The User is informed, and acknowledges, that the uncertainty inherent to internet access due to inter-connectivity between computer networks on an international scale makes it impossible to guarantee permanent service levels and continuous performance.

GREENFLEX cannot be held responsible for any potential failures or errors experienced by its access service providers and telecom network operators.

In addition, the services provided by GREENFLEX exist independently from other technical operators such as energy operators, telecom distributors and the VALORiSE platform's hosting providers. Consequently, GREENFLEX cannot be held responsible in the event of errors or failures.

Subject to applicable law, GREENFLEX cannot under any circumstances be held responsible for damage of any kind, whether direct or indirect, material or immaterial, resulting from VALORiSE platform unavailability.

GREENFLEX cannot be held responsible for any issues that may arise as a result of material failure or incompatibility, or as a result of the use of specific firewalls or software, or as a result of a bug, internet connection problem, or virus.

Article 16: Exemption from liability and force majeure

GREENFLEX cannot be held responsible for the non-execution or delayed execution of one of its obligations as outlined in the TOU and TOS due to events caused by the User or in cases of force majeure.

Under Article 1218 of the French Civil Code, contractually speaking, force majeure is defined as events outside the service provider's control, which cannot reasonably have been foreseen upon signing the contract, and the consequences of which cannot be avoided via appropriate measures, and which prevent the service provider from fulfilling its duty.

Article 17: Contractual context

The TOU form a part of an inter-dependent contract that includes these provisions as well as the TOS governing the User's right to access the VALORiSE platform and its Services.

Termination of one of the contracts in this wider contract, irrespective of reason, shall result in the termination of all other contracts and the User's right to access the VALORiSE platform and its Services being brought to an end.

Article 18: Partial nullity

Cancellation of one of the provisions included in the TOU shall only result in the cancellation of all provisions in their entirety if that the provision in question is considered by the Parties to be substantial and critical, so that its cancellation impacts on the overall balance of the TOU.

In the event that one of the provisions of the TOU is cancelled, and is deemed non-substantial, the other provisions shall retain their full force and effect.

Article 19: Applicable law and jurisdiction

All disputes pertaining to the interpretation and enforcement of these TOU are subject to French law.

Should no amicable resolution be found, the dispute shall be brought before the commercial court in Paris.

Article 20: Translations

If these TOS are translated into a language other than French, and if the translated version is different from the French language version, the French language version shall prevail.