

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

(Updated on 01 september 2017)

Any Subscription to the VALORiSE platform and related Services implies the User's full and unconditional acceptance of these terms of sale.

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DEFINITIONS

TOS: refers to these Terms of Sale.

TOU: refers to the Terms of Use for the VALORiSE platform.

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

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.

Services: refers to the *ValoRiSE* platform's features.

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

Price: refers to the Subscription price payable and paid by the User as set out in the pricing table displayed on valo-rise.com.

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.

Username: the User's username.

Password: the personal password sent to each User, allowing them to use and access the VALORiSE platform.

Collected Data: information and specific, 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 Commerce] in PARIS under number 511 840 845.

Article 1: Purpose

The TOS govern the contractual relationships between Users and GREENFLEX.

Consequently, they define the Parties' rights and obligations and serve as the only contractual reference document applicable to the relations between GREENFLEX and its Users.

The User's decision to take out a Subscription, access and use the VALORiSE platform and its Services implies the User's full and unreserved acceptance of these TOS. Failure to accept said TOS shall result in the User's access to the VALORiSE platform being denied.

These contractual provisions apply solely to the User's Subscription for the use of the VALORiSE platform and its Services.

These TOS prevail over any other document, and notably over any terms and conditions of purchase. They apply, without restriction or reservation, to all Users.

Article 2: Acceptance

The User declares that he has read the TOS prior to placing their order and 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.

It allows:

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

3.2 Accessing the VALORiSE platform

The User receives a Username and Password for the VALORiSE platform and its Services. These log-in details are strictly personal and confidential. They may only be used by the User in question and are strictly non-transferable.

Access to the VALORiSE platform is only granted to Users who have accepted the TOS and TOU logging in with their Username and Password.

The Username and Password provided are strictly confidential. Users undertake to use and access the VALORiSE platform in compliance with the provisions outlined in the TOS and TOU.

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

Any User found to be in breach of the TOS and 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 with no prior warning for maintenance or security purposes, with Users due no compensation.

Article 4: Obligations of the Parties

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 effort possible to ensure the smooth running of the VALORiSE platform in compliance with the TOS and TOU.

GREENFLEX is only bound by a duty of care.

4.2. The User's obligations

The User undertakes to comply with the terms of payment stipulated in the TOS.

The User undertakes to commit to GREENFLEX for the duration of the Subscription chosen and accepted.

In order to facilitate the efficient provision of GREENFLEX's services, the User undertakes to:

- provide GREENFLEX with comprehensive and accurate information and documentation by the given deadlines without the latter being obliged to verify the information in question is comprehensive and accurate;

- inform GREENFLEX directly and in writing of any potential difficulties that may arise concerning access to and use of the VALORiSE platform.

Article 5: Orders

Users place orders online via the VALORiSE platform and its form.

All orders placed by the User and confirmed constitute a firm and definitive commitment and acceptance of the Prices and services for the selected Subscription.

Orders take the form of Subscriptions.

As orders are definitive and irrevocable, any request to change their order made by the User is subject to acceptance by GREENFLEX.

In order to confirm their order, the User must accept the TOS and TOU by clicking the dedicated button on the website. Acceptance results in an order summary email outlining the order details.

Order processing and therefore Subscription activation and the ensuing access to the VALORiSE platform and Services is subject to the fulfilment of payment for the full price of the Subscription in question.

Consequently, orders are accepted and processed following payment acceptance. Subscriptions are activated on the date on which the all-inclusive amounts for the price of the Subscription are received to GREENFLEX's bank account. This date on which payment is received shall be considered the value date by GREENFLEX's account-holding bank.

Before an order is accepted, the User may correct any potential errors they may have made upon entering their details.

Users acknowledge that the data saved on the VALORiSE platform and more generally in the computer database stored in GREENFLEX's IT systems in reasonable secure conditions shall be considered as proof of communication, order, Subscription and as proof for any payments made between the Parties.

Order form and invoice archiving is carried out using reliable, sustainable mediums that may be produced as proof.

GREENFLEX reserves the right to suspend and/or refuse any order placed by a User with whom it is in dispute, irrespective of reason, with the User in question enjoying no recourse to compensation as a result.

GREENFLEX may, at any time, request additional useful information in order to verify the details provided are comprehensive and accurate.

Article 6: Subscriptions - Pricing

The VALORiSE platform offers two types of Subscription, a Supplier Subscription and a Distributor Subscription, as outlined in the VALORiSE platform's TOU.

The User is granted access to either a Supplier Subscription or a Distributor Subscription, depending on their category.

Subscriptions run for a one-year period. They are renewable by express agreement, with it being understood that Subscriptions are renewed based on the prices in force on the day of renewal, irrespective of whether or not these prices differ from the Subscription's original price.

Prices for the two different Subscriptions are given in the pricing table, viewable by the User prior to subscribing, on the public website valo-rise.com.

Subscription Prices are liable to change every year. GREENFLEX reserves the right to change Subscription Prices at any moment.

GREENFLEX undertakes to apply the pricing structure in force when the User's order was placed.

Subscription Prices are given in euros and excluding taxes. A VAT rate shall therefore be applied on the day on which the Subscription is taken out.

The User undertakes to pay the full Subscription Price in accordance with the terms of payment outlined in the TOS upon confirming their order. Users are solely responsible for the effective payment of their chosen Subscriptions.

Article 7: Terms of payment

7.1. Payment methods

The Price for a Subscription is payable online in the conditions mentioned below.

The payment methods accepted by the VALORiSE platform are as follows:

- by bank card via secure server;
- via SEPA direct debit made to GREENFLEX, with prior authorisation given by the User via mandate made out to GREENFLEX.

7.2. Payment conditions

Unless specifically accepted by the User, payment for the agreed price must be made including all taxes on the day on which the User takes out a one-year-long Subscription.

If paying online by bank card:

- payment shall be made using a secure solution with integrated SSL (Secure Socket Layer) decryption process;
- GREENFLEX does not store full bank card numbers on its servers. Bank card numbers are processed by the secure system and transactions between the User and GREENFLEX are carried out via an authorisation number, transaction number and merchant ID code;
- bank card details shall never be visible on the network.

If paying by SEPA direct debit:

- the User undertakes to sign a mandate and attaching bank details complete with IBAN/BIC codes;
- the Users undertakes to provide GREENFLEX with full and accurate details and to inform GREENFLEX of any changes to the information provided upon taking out their Subscription;
- Cancelling SEPA direct debit mandates shall result in the Subscription being terminated.
- All information pertaining to the SEPA direct debit remains viewable to the User.

7.3. Advance payment

All sums paid ahead of time constitute advance payments.

7.4. Discounts

No discounts shall be applied in the event of advance payment.

Article 8: Service provision

GREENFLEX service provision is subject to full payment for the price of the Subscription being made.

Consequently, services are confirmed and processed following payment acceptance. Services begin on the date on which the all-inclusive amounts for the price of the Subscription are received to GREENFLEX's bank account. This date on which payment is received shall be considered the value date by GREENFLEX's account-holding bank.

Users cannot be compensated for any reasonable delay to accessing the VALORiSE platform and its Services, and nor does reasonable delay constitute grounds for order cancellation.

Article 9: Delays and non-payment

In the event of non-payment for a Subscription, and in compliance with Article L. 441-6 of the French Commercial Code, the User will be required to pay GREENFLEX a late fee equivalent to three times the legal interest rate. This rate is equivalent to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points.

The User will also be required to pay a flat-rate recovery fee of €40. Should the ensuing recovery fees exceed this flat-rate amount, GREENFLEX may request extra compensation upon producing proof of the fees in question.

The applicable legal interest rate is the rate in force on the day of the first non-payment.

This fine is calculated based on the total amount that remains payable (excluding taxes), and starts on the due date for the total price, with no prior notice necessary.

In the event of payment by instalment, non-payment of one of the instalments shall result in all later instalments becoming immediately payable, should GREENFLEX decide not to opt for order cancellation.

Article 10: 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 declarations made by the User upon taking out a Subscription.

GREENFLEX cannot be held responsible for direct or indirect damage caused to the User as a result of taking out a Subscription, 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 11: 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 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: 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.

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 14: Changes to the TOS - VALORiSE platform updates

14.1 Changes to the TOS

GREENFLEX reserves the right to modify its terms of sale 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.

14.2 VALORiSE platform updates

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

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

Article 15: Contractual context

The TOS 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 16: Partial nullity

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

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

Article 17: Applicable law and jurisdiction

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

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

Article 18: 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.