

Shopopop's Terms and Conditions of Use

Last update : 15 July 2024

Article 1 – General information

1.1 AGILINNOV', a simplified joint-stock company with share capital of 176,021.10 euros, whose registered office is located at 1 ter Mail Pablo Picasso, 44000, Nantes, registered with the Trade and Companies Register under number 813 952 082, intra-community VAT number FR83813952082, email address: contact@shopopop.com (hereinafter referred to as "AGILINNOV'" or the "Company") administers a service platform for collaborative delivery, also known as "Crowdshipping" (hereinafter referred to as the "Platform"), which is accessible via the <https://www.shopopop.com> website (hereinafter referred to as the "Website") and in the form of a mobile application, intended to connect private individuals who want to deliver shopping on their route on a collaborative and occasional basis.

These Terms and Conditions of Use (hereinafter referred to as the "Terms and Conditions") apply to any individual of legal age using the collaborative delivery service platform, and are intended to govern access to and the terms and conditions of use of the Platform.

AGILINNOV' is not party to any agreement, contract or contractual relationship of any kind whatsoever concluded between users of its Platform.

1.2 All use of the Platform is subject to these Terms and Conditions, which take precedence over any other document.

1.3 As these Terms and Conditions may be subject to change, users are invited to consult them on a regular basis and before each use of the service.

1.4 Third-party terms and conditions: certain features of the Website use tools and services provided by third parties, which may be governed by separate terms and conditions. For example, to use the Integrated Payment Service, you need to accept [the payment service provider's terms and conditions](#) (please see Article 13 for more information on how users are invited to accept [the payment service provider's terms and conditions](#)). Where third-party tools and services are governed by separate terms and conditions, the Website will display a hypertext link to the applicable terms and conditions. Within the context of services provided by the third parties, the relevant terms and conditions will be made available to you in a format that enables them to be copied and stored. You must accept them separately if you wish to use the services offered by these third parties.

Article 2 – Terminology – Services

Application: refers to the SHOPOPOP mobile application that can be downloaded from the Apple Store or Google Play.

Order: refers to a customer request for home delivery via crowdshipping, posted online on the SHOPOPOP Platform.

Customer(s)/Recipient(s): refers to customers who have purchased products from partners offering crowdshipping services.

Deliverer(s)/Individual Deliverer(s): refers to any person registered on the Application who has accepted a delivery proposal after having accepted the Individual Deliverer Policy ([link](#)) and these Terms and Conditions.

Platform: refers to the platform accessible at the pro.shopopop.com address, or any system enabling the transmission of information necessary for the performance of the service.

Reward: refers to the sum of money paid to the Deliverer for delivery of the Customer's Order.

Pack(s): refers to bulky products such as multipacks of water or milk.

Partner Website(s): refers to the AGILINNOV' partner points of sale that offer their customers the collaborative delivery service.

User(s): refers to the Deliverers and Customers.

The capitalised terms used in these Terms and Conditions shall have the definitions assigned in this Article.

Article 3 – Warnings prior to using the service

3.1 Presentation of the Service

The SHOPOPOP Service (hereinafter also referred to as the "Service") is a digital platform created to put Customers in touch with local Deliverers to allow them to organise home delivery services for purchases previously made online with online retailers offering a "click and collect" service, or in-store purchases with delivery.

The SHOPOPOP Service is designed to foster a spirit of mutual assistance within communities and to encourage Users to pool journeys to reduce their environmental impact; under no circumstances can it be considered a commercial service for organising the transport of goods.

AGILINNOV' simply acts as a host for the Website and the Application, and is therefore a third party to the relationship between the Deliverer and the Customer. AGILINNOV' assumes no liability or responsibility with regard to the relationship between the Deliverer and the Customer. AGILINNOV' is in no way subordinate to the Deliverers, and is not mandated by the Customers to find them a Deliverer.

3.2 Conditions of access to the Service

The Service is intended only for natural persons of legal age acting in a non-professional capacity and residing in the European Union.

Access to the Application is free of charge.

Deliverers must confirm that the information provided for the creation of their account is completely accurate. It is forbidden to create an account under a false identity. Any breach of this Article may result in the immediate deactivation of the account of the person concerned.

Article 4 – Rules of access to the SHOPOPOP Service

The SHOPOPOP Service is accessible via the Application. The SHOPOPOP Service must be accessed via a Deliverer account, according to the conditions laid out in Article 3.2.

Successful creation of an account is subject to acceptance of these Terms and Conditions.

Customers access the delivery service via the Partner Websites that they appoint to organise delivery.

Article 5 – Terms of use of the Service

5.1 Placing an Order – Requesting delivery

5.1.1 In order to submit a delivery request, the Customer must comply with the terms and conditions of the Partner Websites, which require the Customer's free and informed consent to their terms and conditions of use.

The Customer must have made an online purchase on a website offering a "click and collect" service, or an in-store purchase with delivery, for which they have paid in full before publishing a delivery request post on the Application.

5.1.2 The Partner Website or point of sale shall be authorised by the Customer to submit the delivery request via the Platform.

Once the Customer has placed the Order, the Point of Sale shall send the following information to the Platform:

Contact details (last name, first name, full address, telephone number, email address);

Delivery day;

Preferred time window;

Access conditions (entry code, presence of a lift, number of floors, etc.);

Value of the products;

Number of containers to be delivered;

Weight and size of the containers;

Specific features of the products (especially if the products are fragile or frozen).

The point of sale shall inform SHOPOPOP of any Order changes or cancellations, specifying the date and time window for delivery, as well as the contact details of the Customer concerned.

Any Order that does not include this information may be rejected and not be processed by SHOPOP, unless it is corrected by the point of sale.

5.1.3 Connections via SHOPOPOP

SHOPOPOP undertakes to publish each delivery request on the Application.

The Deliverer that selects a delivery will then receive a confirmation email and SMS from AGILINNOV' regarding their delivery request acceptance, with a summary of the information provided and a code to claim the delivery.

They shall collect the Order from the pick-up point and deliver it at the time and to the address indicated by the Customer.

5.2 Accepting a delivery

5.2.1 To take charge of a delivery on the Application, the Deliverer must:

- Adhere to the Individual Deliverer Policy

- Be of legal age

- Reside in the country in which the delivery is being carried out. For deliveries requiring a vehicle: the User must hold a valid driving licence for the applicable vehicle category, and must have valid insurance for the vehicle used.

5.2.2 After accessing the Service under the conditions laid out in Article 3.2, the Deliverer may consult the delivery requests on their route.

They can see whether a delivery has been requested from a store they are visiting, to be delivered to a destination close to their home, or whether a delivery has been requested on a journey they are making.

As a reminder, the Website is based on a spirit of collaboration. Under no circumstances should deliveries be made for commercial gain or with the aim of making a profit.

5.2.3 If a delivery is of interest to the Deliverer, the Deliverer can select the relevant delivery and confirm their acceptance of the delivery.

The Deliverer shall have access to the information concerning the delivery to be made via their account on the Application, and shall receive confirmation by email that they have accepted the delivery. The Customer's exact address will only be communicated once the Order has been collected.

On the day of the delivery, the Deliverer shall go to the relevant store, collect the order placed by the Customer using the name and Order reference communicated to them via the Application, and make their way to the Customer's home using the GPS integrated into the Application.

Delivery shall be made to the Customer's door, or any other place agreed between the Deliverer and the Customer.

In general, AGILINNOV' undertakes to send information relating to Order tracking and collection to the Customer and the Deliverer by way of notifications, email or SMS.

5.3 Behaviour during deliveries

Deliverers undertake:

To ensure the accuracy, integrity and lawfulness of the information provided, especially their identity and contact information;

To ensure correct use of the Platform;

To create only one account on the Platform;

To refrain from entering information and/or sending messages, comments and other content that is malicious, disparaging, defamatory, abusive, obscene, pornographic, violent, racist, xenophobic, discriminatory, deliberately misleading, unlawful and/or contrary to public order or morality;

Not to alter or jeopardise the integrity of the Platform and/or the data contained therein;

Not to attempt to obtain unauthorised access to the Platform or the systems or networks associated with it, or to intercept data;

Not to misuse the contact details provided;

To use the Platform in compliance with applicable national and/or international laws and regulations.

Article 6 – Rewards and referrals

6.1 For each delivery order, Shopopop shall pay the Deliverer the Reward and, more generally, any sum due to the Deliverer in connection with this delivery, as soon as completion of said delivery has been confirmed.

The Reward amount is calculated using an algorithm developed by AGILINNOV', which takes into account several criteria, including the delivery distance, the volume of the Customer's order, and any difficulties in accessing the drop-off location.

Profiting from the use of the SHOPOPOP Service is strictly prohibited.

The amount of the Reward is displayed, in euros and including all taxes, upon creation of the delivery request post.

6.2 After their first delivery, each Deliverer has a unique referral code to introduce friends and family to the platform. This referral code works as follows: if a Deliverer (the "referrer") shares their code with an acquaintance (the "referee"), they will both receive a €5 bonus if the referee opens a Shopopop account with the referral code and makes at least one delivery.

The total bonus that Deliverers can earn by introducing their acquaintances to the platform is capped at €100. Once they have reached this bonus limit, referrers will no longer receive any bonuses.

Article 7 – Right of withdrawal

When a Deliverer clicks on the "reserve delivery" button, the Customer will be notified by email and SMS, and a contractual relationship will be established between them.

The Customers are hereby informed that the withdrawal period provided for in European Directive 2011/83/EU does not apply to their relationship with the Deliverer, who is acting in a non-professional capacity.

The Deliverers are hereby informed that by clicking on the "reserve delivery" button, they irrevocably accept the conditions of the delivery request and undertake to respect them.

Article 8 – Liability

8.1 Liability in the event of improper performance of the contract between the Customer and the Deliverer

AGILINNOV' provides the Service as a host, and is in no way involved in the contractual relationship between the Deliverer and the Customer.

AGILINNOV' cannot be held liable for failure to perform or improper performance of the contract formed between the Deliverer and the Customer, and the consequences arising from any proven breaches shall be settled directly between them.

The Customers and Deliverers are therefore solely liable for any direct or indirect, material or immaterial damage or loss incurred between the parties or with a third party in the performance of the contract between them.

Within the limits of the laws in force, AGILINNOV' cannot be held liable under any circumstances for direct or indirect damage resulting from/in connection with the use, inability to use or provision of the information, services, products and elements available on this Website.

AGILINNOV' cannot be held liable for damage of any kind that may result from the User's failure to perform or improper performance of these Terms and Conditions, from an unforeseeable or insurmountable act by a third party, or from a force majeure event, as typically defined by French law and jurisprudence.

8.2 Availability of the Website and the Application

AGILINNOV' undertakes to do everything possible to ensure access to the Application and the Website 24 hours a day, 7 days a week.

However, AGILINNOV' reserves the right to modify or interrupt, at its sole discretion, on a temporary or permanent basis, total or partial access to the Website or the Application, especially for maintenance of the Website or the Application.

8.3 Consultation and use of the Website and the Application

The Website and the Application contain links to third-party websites whose content AGILINNOV' cannot guarantee, which the User acknowledges and accepts. Users are solely responsible for accessing these third-party websites, which means that AGILINNOV' cannot be held liable for any damage resulting from access to and/or use of these third-party websites.

Article 9 - Limitation of access and deactivation of Deliverer accounts

9.1 In the event of a breach of these Terms and Conditions on the part of a Deliverer, particularly the obligations laid out in Articles 3.2 and 5, or if AGILINNOV' deems that its security or integrity, or those of Users or third parties, are in jeopardy, AGILINNOV' reserves the right, at its sole discretion, to resort to the measures laid out below, which may be cumulative:

(a) Prevention of the publication of any content on the Website or the Application (comments, Orders, etc.).

(b) Temporarily or permanently deactivating the account of the offending Deliverer.
Non-exhaustive list of reasons for temporary or permanent suspension:

When the Deliverer's cancellation rate is too high and their activities are no longer aligned with the collaborative model.

Abusive behaviour with the aim of overwhelming the customer service department (last-minute cancellations, use of tools to automate use of the Application, etc.).

9.2 AGILINNOV' will inform the member in question of the implementation of any of these measures as soon as possible.

Article 10 – Intellectual property rights

"SHOPOPOP" is a registered trademark.

The texts, images and other content appearing on the Website and the Application are protected by intellectual property rights and are the exclusive property of AGILINNOV'.

The reproduction, imitation or total or partial representation of AGILINNOV's intellectual property may constitute an infringement punishable by the provisions of the French Intellectual Property Code and/or a tort for which the author can be held civilly liable.

All Users undertake not to infringe AGILINNOV's rights, either directly or indirectly. In particular, they must refrain from:

Any use of the Application or the Website for the purposes of designing, producing, distributing or marketing similar, equivalent or substitute services,

Any adaptation, modification, transformation or arrangement of the Application or the Website, including for the purpose of correcting a malfunction,

Any decompilation, reverse engineering or disassembly of the Application or the Website, in whole or in part,

Any assignment, transfer or rental, in whole or in part, whether in return for payment or free of charge, of the Application, the Website or the rights of use granted above,

Any direct or indirect transcription or translation of the Application or the Website,

Any modification or circumvention of the protection code, such as access codes or login details.

Article 11 – Personal data

Pursuant to French Law no. 78-17 of 6 January 1978 and European Data Protection Regulation no. 2016/679 (the GDPR), Users are reminded that the personal data requested from them is necessary for the management of the Website and the Application and for the proper functioning of the SHOPOPOP Service.

Users' data is retained by the Company for commercial prospecting purposes for 3 years from the end of the commercial relationship.

Sharing personal data with third parties:

The personal data processed is intended for authorised persons involved in the Shopopop Service and their line managers.

Certain personal data that is strictly necessary for the Shopopop Service is transmitted between the Recipient member and the Deliverer member.

Security and confidentiality:

The Company implements organisational, technical, software and physical digital security measures to protect Users' personal data against alteration, destruction and unauthorised access. However, it should be noted that the Internet is not a completely secure

environment, and the Company cannot guarantee the security of the transmission or storage of information on the Internet.

Transfer of data outside the European Union:

Users are hereby informed that personal data may be transferred outside the European Union by companies acting as subcontractors. However, the countries receiving personal data must be deemed adequate by the CNIL or, where no such decision has been taken, the company will impose similar requirements on its subcontractor.

Exercising Users' rights:

Pursuant to the applicable personal data regulations, Users have the right to access, rectify or delete data concerning them; the right to query, limit, or object to its processing; the right to data portability; and the right to give instructions concerning the fate of their personal data after their death.

Users may exercise these rights by writing to the following address: 1 ter Mail Pablo Picasso, 44000, Nantes, or the following email address: "contact@shopopop.com", subject to proof of identity where applicable.

Users are also advised that they have the right to lodge a complaint with a supervisory authority.

This Article is supplemented by the Website's Privacy Policy.

Article 12 – Liability – Applicable law – Jurisdiction

12.1 These Terms and Conditions are governed by the law.

12.2 In the event of a dispute, the User undertakes to contact the customer service department prior to any legal action in order to attempt to settle said dispute amicably.

The User is hereby informed that, in the event of a dispute arising from these Terms and Conditions, they may refer the matter to the Consumer Mediator.

12.3 Users residing in the European Union benefit from any mandatory provisions of the law of the country in which they reside.

Any dispute relating to the execution or interpretation of these Terms and Conditions may be brought before the French courts or the courts of the User's country of principal residence if that country of principal residence is an EU Member State.

Article 13 – Digital wallet

13.1 Setting up the digital wallet

The digital wallet (or wallet) is a payment service provided by the payment service provider. When a User creates an account, they enter into a contract directly with the payment service

provider and accept the payment service provider's terms and conditions. When the User's account is created, a digital wallet will also be created using their first name, last name, date of birth and email address.

13.2 KYC checks

In order to validate their account (in order to receive money from their wallet and make bank transfers), Users will be subject to the regulatory procedures implemented by the payment service provider, such as identity checks and other KYC (Know Your Customer) requirements. The payment service provider may also carry out KYC checks on Users whom it suspects of engaging in potentially fraudulent or suspicious practices. For the purposes of identity verification, the User must provide information such as a copy of their passport, identity card, residence permit or driving licence, as well as their country of residence and nationality, at the request of the payment service provider via the Onfido services ([link to the terms and conditions of use](#)). If a User does not provide the documents required by the payment service provider, the User will not be able to access the delivery service. The payment service provider may also suspend the User's ability to carry out transactions using their digital wallet. If, on the other hand, a User has committed an illegal act, for example by uploading a fraudulent document or taking any other illegal action which leads the payment service provider to deem the User's behaviour fraudulent, the User will be determined not to have complied with the KYC requirements and will not be able to pay or access the funds.

13.3 Transferring funds held in a digital wallet

Users can transfer funds from their digital wallet to their bank account. Such transfers will be carried out by the payment service provider. To use this option, Users must first enter their IBAN (bank account number), full postal address and country of residence on their account. They must then sign a direct debit mandate to give Shopopop the right to debit the amount of the purchases in the event of an incident (theft). The User may make a payment into a bank account in euros opened in a bank in the European Union/European Economic Area. Payments to bank accounts in other currencies and/or outside the European Union/European Economic Area are not available.