

The English translation is provided as a courtesy translation, regardless of the country concerned.

## Article 1 – General information – Introduction

The terms used in these General Terms and Conditions and beginning with a capital letter shall have the meanings described therein.

### 1.1 Presentation of the Company

The company:

AGILINNOV', a simplified joint stock company with a capital of €188,859.00, whose registered office is located at 1 ter mail Pablo Picasso 44000 Nantes, registered in the Trade and Companies Register under number 813 952 082, intra-community VAT number FR83813952082, [contact@shopopop.com](mailto:contact@shopopop.com) (hereinafter referred to as the "Company" or "SHOPOPOP").

For more information, users can find Shopopop's Legal Notice on the [Shopopop.com](https://shopopop.com) website at the bottom of the home page or by clicking on the following link: [Legal Notice](#).

Shopopop is a digital platform (hereinafter the "**Platform**") dedicated to cotransportage.

### 1.2 Introduction to cotransportage:

Cotransportage is a delivery method based on the economy of mutual aid and sharing, and aimed at sharing journeys, originated in France around ten years ago, it enables individuals (hereinafter referred to as "Cotransporters") to make a delivery, during a personal journey, to people who wish to receive a delivery (hereinafter referred to as "Customers" or "Recipients"), for collaborative and private purposes.

### 1.3 Presentation of the Service

The SHOPOPOP Service (hereinafter referred to as the "Service") is a digital platform designed to promote cotransportage. It connects Customers and Cotransporters in the same area to organise home delivery services for purchases made in-store (shopping trolley drop-off deliveries) or online from Shopopop's partner retailers (hereinafter referred to as "Partners").

The SHOPOPOP Service is in no way a carrier or freight forwarder, but a digital platform for connecting people for cotransportage. Its main purpose is to enable Customers to post delivery requests on the Platform through the Partner they appoint for this purpose and, where applicable, to enable Cotransporters to subscribe to the offer contained in the ad via the Application. Additionally, it provides visibility of the connection process from start to finish.

AGILINNOV' allows Customers to publish delivery requests and Cotransporters to book them, and is therefore a third party in the relationship between the Cotransporter and the

Customer. AGILINNOV' has no control over the behaviour of Users of its platform during the execution of the delivery and has no relationship of subordination with regard to Cotransporters. It is not mandated by Customers or Partners to find a Cotransporter and does not ensure the completion of deliveries. Deliveries are made by Cotransporters who have chosen to fulfil the delivery request published on the platform by Partners at the request of Customers.

#### 1.4 Accessibility to the Service

The website presenting SHOPOPOP and its activity is accessible at [www.shopopop.com](http://www.shopopop.com) (hereinafter referred to as "**the Site**") and is intended for all users of the Platform: Cotransporters, Recipients, Customers, Partners, prospects (hereinafter referred to as "**Users**").

For Cotransporters, the Service is accessible in the form of a mobile application called "SHOPOPOP: Co-transport" via Google Play or the Apple Store (hereinafter referred to as "**the Application**") by opening an account that meets the conditions set out in Articles 3 and 4.2.1.

SHOPOPOP also publishes professional interfaces (hereinafter **SHOPOPOP Pro**) that allow the Customer, through the Partner, to transmit the information necessary for the publication of the cotransportage request and benefit from the service. Thus, Customers access the Shopopop Service and the services of Cotransporters through Partners, who require their free and informed consent to these general terms and conditions of use and the [Company's privacy policy](#).

#### 1.5 Application of the Terms and Conditions:

These General Terms and Conditions of Use (hereinafter referred to as **the "General Terms and Conditions"** or "GTC") apply to any natural person of legal age using the Platform and are intended to govern access to and use of the Service. By accessing the Service, the User agrees that all of these GTC are binding upon them. If the User does not agree to these Terms, they must not use the Service.

The Frequently Asked Questions, Help Centre and other information available on the website and the Application are for informational purposes only but provide useful information to Users.

Any use of the platform is subject to these Terms and Conditions, which prevail over any other document in the absence of specific derogatory conditions expressly agreed upon.

Any changes to these Terms and Conditions will be published on the Platform with a mention of the date of update and will be notified by SHOPOPOP to registered Users before they come into effect. The Terms and Conditions shall be deemed to have been accepted by any User who uses the Service after the date of the update. If the User refuses to be bound by them from the date of the update, they may empty their electronic wallet and delete their account. The Company regularly updates its Terms and Conditions to ensure that they are increasingly accessible, clear and comprehensive. It may also modify them in order to adapt

quickly to changes in regulations and case law relating to the particularly innovative activity of cotransportage and associated technologies.

The same applies to the [cotransportage Charter](#), which forms an integral part of these Terms and Conditions of Use, available [here](#), and which applies to all parties involved in cotransportage. By accepting these Terms and Conditions of Use, Users acknowledge that this Charter constitutes the common moral and ethical foundation of cotransportage. Compliance with this Charter ensures mutual trust and adherence to the essential values of responsibility, safety and friendliness that motivate Users. By setting out the framework for good cotransportage practices in the Charter, the Company is simply guiding Users so that each connection is a successful cotransportage experience.

The Company may assign these Terms of Use and all rights and obligations attached thereto to any third party, without prior written consent, in the event of a merger, takeover, demerger or any change of control affecting the Company. The User hereby agrees to accept any change of control in the Company and recognises any successor to the Company as its co-contracting party.

#### 1.6 Terms and conditions of third-party providers:

For certain specific features of the Platform (e.g. electronic wallet, identity verification), the User must use tools or services provided by third-party companies. In such cases, the User will become a user of these services and must accept their terms and conditions of use. For example, in order to use the Integrated Payment Service, the Cotransporter must accept [the General Terms and Conditions of the payment service provider](#) and its [privacy policy](#) (please refer to Article 7 for more information on how users are invited to accept these).

When third-party tools and services are governed by separate terms and conditions, the Site displays a hyperlink to the applicable terms and conditions. These are made available to the User as part of the services provided by the third parties concerned. These terms and conditions shall apply to the User and shall be directly enforceable against the third party by the User. They shall not be binding on the User and AGILINNOV'.

## Article 2 – Terminology

In order to enable the User to easily find the definitions of terms that are important for understanding the Service, these are listed in this article:

**Application:** mobile application dedicated to Cotransporters under the name "SHOPOPOP: Co-transport" via Google Play or Apple Store, allowing access to the Service.

**Customers/Recipient:** refers to customers who have purchased products from partner retailers and have expressed their wish to request a cotransportage via Shopopop. As such, they are considered advertisers on the platform and are by default considered recipients of the delivery.

**Advertisement:** refers to the advertisement requesting cotransportage.

**Financial contribution:** refers to the sum of money paid to the Cotransporter as defined in the Financial Contribution section of these Terms and Conditions.

**Cotransporter:** refers to any person registered on the Application who offers to make a delivery on a private basis during a personal journey for the purposes of mutual assistance and sharing.

**Partners:** refers to Shopopop's partner retailers or points of sale, shippers of products mentioned in the Advertisement

**Platform:** refers to the Shopopop IT solution comprising: website, interface, pro platform, mobile applications and other applications, published by AGILINNOV and intended to connect Cotransporters and Recipients.

**Shopopop Pro:** refers to the professional digital platform and API accessible by Partners for the transmission of information necessary for the completion of the cotransportage for the direct benefit of the Customer.

**Product:** refers to the products ordered by the Customer that will be delivered and handed over to the latter by the Cotransporters. The products have a maximum unit weight of 30kg, a maximum total volume of 90 litres per Advertisement, and a maximum size of 2mX1m per product/container unit. The total size of the contents of the delivery order must be specified.

**Service:** refers to the Company's connection service

**Website:** refers to the website [www.shopopop.com](http://www.shopopop.com)

**Users:** refers to the users of the Platform: Cotransporters, Recipients, Customers, Partners.

## Article 3 – Conditions of access to the Application

The Application is intended

- to natural persons of legal age
- acting in a non-professional and non-commercial capacity
- residing in France.

Access to the Application is free of charge.

In the event that a Cotransporter wishes to make deliveries on a professional or commercial basis, they undertake not to use the Service, which is reserved for cotransportage.

The Cotransporter acknowledges that any use of the Service in contravention of this article shall render them liable to third parties and to the Company, which reserves the right to claim damages from them for any damage suffered and any material and immaterial harm caused as a result of such misuse. Furthermore, they acknowledge that they may also incur the penalties provided for in the French Commercial Code and the French Transport Code.

Access to the SHOPOPOP service is granted by opening an account in accordance with the conditions set out in Article 4.2.1.

## **Article 4 – Terms and conditions of use of the Service**

### **Article 4 – Terms and conditions of use of the Service**

#### 4.1 Placing an order – submitting a delivery request

4.1.1 Customer journey with the Partner : To place a delivery request, the Customer must comply with the general terms and conditions of the Partners' websites, which require their free and informed consent to these General Terms and Conditions of Use.

The Customer must have made an online purchase on a website offering a "click and collect" service or in-store, and the order must have been paid for in full to the Partner before placing an advertisement on the Application.

4.1.2 Partner Process: By accepting these Terms and Conditions and the Company's privacy policy, the Customer authorises the Partner to submit the delivery request to the Platform by any means, including the personal and delivery details required for collection by a Cotransporter.

After placing the order, all information required by the Platform for the description of the delivery advertisement must be entered completely and accurately.

SHOPOPOP must be informed of any changes or cancellations to orders, specifying the date, delivery time slot and contact details of the Customer concerned.

Any Notice that does not comply with this information may be rejected and cannot be processed by SHOPOPOP unless it is corrected by the Partner.

#### 4.1.3 Connection by SHOPOPOP

SHOPOPOP undertakes to publish the Advertisement on the Application.

Once the Advertisement has been published on the Application, the Customer is notified by the Company. It sends them a Code by email or SMS, which is to be given to the Cotransporter only after the order has been delivered.

The Advertisement is brought to the attention of Cotransporters by means of an algorithm designed to maximise the chances of a connection that meets the expectations of the recipient and the Cotransporter within the limits set by the rules of co-transport.

When a Cotransporter clicks on the "Book delivery" button, the Customer is notified by email and SMS, and the contractual link between them is established. The Customer receives notification of the acceptance of the delivery request by email or SMS and may object to it upon receipt by contacting User Support Service. They may also request that the delivery slot be rescheduled by contacting User Support Service to modify the Advertisement.

For their part, the Cotransporter who books a delivery is informed by the Company of the confirmation that their delivery booking has been taken into account, with a summary of the information provided.

If the delivery is not collected within the specified time slot, the Platform considers it impossible to connect the parties and the Advertisement is automatically reposted for the next available time slot, or the following day if there are no slots available. The Customer then receives this information by email or text message and may object upon receipt by contacting User Support Service.

## 4.2 Accepting a delivery

### 4.2.1 Prerequisites for accepting a delivery request by a Cotransporter:

To accept a delivery on the Application, the Cotransporter must first:

- Have created an account with their exact identity details.
- Have provided identity information such as a copy of their passport, identity card, residence permit, etc., in accordance with Article 4.2.2 hereof.
- Be of legal age.
- Reside in France
- Provide information about your usual journeys
- Agree to comply with the Terms and Conditions and the documents they refer to

The Cotransporter acts on the platform as a private individual making occasional deliveries on their route. They act in a private and non-professional capacity. They act independently, in accordance with these Terms and Conditions, which excludes any interference by the Company in the delivery process. They are free to make deliveries and choose which ones to make, following the route they wish.

The Cotransporter is informed that they may be required to transport fresh or frozen items. The ANSES recommendations for all consumers are reiterated [here](#) and [here](#). The Company cannot be held liable under any circumstances if the Cotransporter does not follow these standard health recommendations, as its role is limited to connecting Users.

The Cotransporter is advised to take out civil liability insurance for any injuries, damage or accidents that they may cause during a co-transport journey. It is advisable to check with your insurer.

### 4.2.2 Identity checks on Cotransporters

For the purposes of establishing and securing the connection, the Company carries out an identity check through the service provider ONFIDO. By creating an account on the Application, the Cotransporter accepts the General Terms and Conditions of this service provider, which will be directly enforceable against them: [HERE](#)

The Cotransporter will therefore be subject to the regulatory procedures implemented by the service provider, such as identity checks and other customer knowledge requirements. For the purposes of identity verification, the Cotransporter must provide information such as a copy of their passport, identity card or any other official document proving their identity, as well as their country of residence and nationality. The information to be provided may

change during the relationship and the Cotransporter may be asked to upload new documents to the Platform. If a Cotransporter does not provide the required documents, the Cotransporter will not be able to access the Service offered by the Platform.

4.2.3 After accessing the Service under the conditions defined in Article 4.2.1, the Cotransporter may view delivery requests on their route or nearby.

They can thus see if a delivery is requested at the store they are going to for a destination close to their home or if a delivery is requested on a route they are taking.

**It is important to remember the collaborative spirit of the site. Under no circumstances should deliveries be made for commercial gain, but rather with the aim of reducing travel costs.**

4.2.4 Acceptance of the Advertisement by the Cotransporter: If a delivery is of interest to the Cotransporter and they believe they are able to meet the specific requirements of the Advertisement, they select the relevant journey and confirm that they will take on the delivery. They are then put in contact with the Customer in accordance with Article 4.1.3.

4.2.5 Collection of the order:

On the day of delivery, the Cotransporter goes to the relevant store within the collection time slot indicated in the Advertisement. They undertake to provide any collection point that requests it with their identity document or any other document proving their identity, as well as the order reference number, which is accessible when they are at the collection point and available in the Application.

After the order has been delivered by the Partner, the co-delivery person may then proceed to the Customer's home by the route of their choice. The route suggested in the application is optional.

Delivery of the order to the Customer:

Delivery is made to the Customer's door, or any other location agreed between the Cotransporter and the Customer.

In general, SHOPOPOP undertakes to send information relating to the tracking of the order and its collection to the Customer and the Cotransporter by means of notifications or by sending emails or text messages.

## **ARTICLE 5: Obligations of Users:**

Users undertake to:

- Not to hand over the Containers to a User unless they present conclusive identification provided by the platform.
- **Not to make deliveries for commercial, professional or profit-making purposes.**
- Guarantee the accuracy, integrity and legality of the information provided, particularly concerning identity and contact details;

- Ensure the proper use of the platform.
- For Cotransporters, create only one account on the Platform;
- Refrain from entering information and/or messages, comments and other content that is malicious, disparaging, defamatory, abusive, obscene, pornographic, violent, racist, xenophobic, discriminatory, deliberately misleading, illegal and/or contrary to public order or morality;
- Not to alter or disrupt the integrity of the Platform and/or the data contained therein;
- Not to act or attempt to act in a manner contrary to the purposes of the platform and/or in a manner that infringes on the rights of the Company or a third party or is contrary to public order or morality;
- Not to attempt to gain unauthorised access to the Platform or to the systems or networks associated with it, or to intercept data;
- Use the contact details and personal data provided solely for the purpose of completing the delivery;
- Use the Platform in compliance with applicable national and/or international laws and regulations.

Bear in mind that the Service must be used in accordance with the values of co-consumption that have enabled its legal recognition (such as trust, reciprocity, sharing, responsibility, social ties and non-profit status), enabling each User to ensure the peaceful and secure use of cotransportage services.

## **Article 6 – Financial Contribution of the Cotransporter**

For each delivery made, a Financial Contribution is paid to the Cotransporter as a share of the costs. The Financial Contribution is due upon confirmation of the completion of the cotransportage journey and in accordance with the amount agreed upon when the delivery request was accepted. The Customer's contribution to this Financial Contribution is managed in their purchasing relationship with the Partner. The Cotransporter undertakes not to ask the recipient for any Financial Contribution in addition to that paid via the Platform.

The amount of the Financial Contribution is displayed on the Application, when the Advertisement is created, in euros and includes all taxes. The Company limits access to the Platform when the total Financial Contributions exceed £3,000 in a year. The Cotransporter is informed that Financial Contributions may be subject to declaration to the tax authorities.

## **Article 7 – Electronic wallet**

### **7.1 Creation of the Electronic Wallet**

The Company provides Cotransporters with an electronic wallet, also known as a wallet, which functions as a payment account provided by a third-party payment service provider.

By accepting these Terms and Conditions, the Cotransporter agrees that the Company, upon creation of their account on the Application, will register them for the services provided by the Payment Provider and open a wallet in their name and on their behalf, into which the Financial Contributions relating to the completion of co-transport will be paid into their account whenever they wish.

To this end, the Company provides the Payment Provider with the Cotransporter's first name, surname, date of birth, email address and tax address in accordance with the article entitled "Identity Verification".

The Payment Provider Stripe may transfer this data to Stripe Inc. in the United States in accordance with its Privacy Policy. Further information on Stripe's data protection policy and compliance with the requirements of Article 44 of the GDPR is available [here](#). In partnering with Stripe, we have ensured that they process data in accordance with the requirements of the Personal Data Protection Regulation.

The Wallet is not a bank account and should not be used as such.

The wallet is subject to the [Payment Provider's terms and conditions of use set out here](#), which the Cotransporter declares to accept without reservation by accepting these terms and conditions. They are therefore fully enforceable against the Cotransporter:

The Company cannot be held liable for the payment services provided to Cotransporters by this third party.

## **7.2 How the electronic wallet works**

The Company is the only entity authorised to instruct the Payment Service Provider to make payment to the Cotransporter of the Financial Contribution for cotransportage to the Cotransporter's electronic wallet, once the recipient has confirmed receipt of the delivery or is deemed to have received and accepted it.

Cotransporters must transfer funds from their electronic wallet to their bank account. This transfer is carried out by the payment service provider at the request of the Cotransporter via the platform. However, by accepting these Terms and Conditions, the Co-transporter expressly authorises the Company to instruct the Payment Service Provider to automatically transfer all funds to the bank account details provided if, over a period of 90 days, no transfer has been made by the Co-carrier and following notification sent to the Co-carrier. If the user's bank details are not up to date or have not been provided, the funds will only be available by contacting the Payment Service Provider directly and in accordance with its Terms and Conditions

To do this, the Cotransporter must provide the necessary information, including valid and up-to-date identity and payment details such as their IBAN (bank account number), full postal address and country of residence, as well as their tax identification number. The User may make a payment to a bank account in euros opened within the Single Euro Payments Area (SEPA). Payments to bank accounts in other currencies and/or outside this area are not available.

## **7.3 Conditions for maintaining access to the electronic wallet feature on the Application**

The Cotransporter must provide and maintain valid and up-to-date identity and payment details.

After several reminders, the Company is entitled to suspend the Cotransporter's account. The Cotransporter will then no longer have access to the option of booking deliveries unless they update their details.

If the Application has not been opened for more than 18 months, the Company may delete the account and access to the wallet after notifying the Co-carrier. The funds will then only be available by contacting the Company directly.

## **Article 8 – Right of withdrawal / Account deletion**

By accepting these Terms of Use, the User expressly acknowledges and accepts that the service of connecting them with another User for a shared transport delivery service will be performed as soon as the Advertisement is accepted by the Cotransporter and before the expiry of the withdrawal period provided for by the French Consumer Code in accordance with the provisions of Article L.221-28 of the French Consumer Code.

The Cotransporter may leave the Platform at any time simply by deleting their account via the Application's functionality allowing them to do so. This deletion of the account does not result in the deletion of their personal data. The request for deletion of personal data is made according to the procedure indicated in the Privacy Policy [here](#).

## **Article 9 – Liability**

### **9.1 Liability in the event of poor performance of the contract between the Customer and the Cotransporter**

The Company is in no way a party to the contractual relationship between the Cotransporter and the Customer.

The Company does not offer any guarantee or insurance.

The Company shall not be held liable for any failure to perform or improper performance of the contract formed between the Cotransporter and the Customer, and any consequences arising from proven breaches shall be settled directly between them. In its capacity as an intermediary, the Company cannot be held liable for the performance of a delivery, in particular due to the behaviour of Users during, before or after the co-transport.

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

AGILINNOV' cannot be held liable for damages of any kind that may result from a failure to comply with or improper compliance with these General Terms and Conditions by a User, an unforeseeable or insurmountable event caused by a third party, or an event of force majeure as usually defined by French law and case law.

The Company does not intervene in the settlement of disputes but makes available any information in its possession that may help to resolve them.

If the connection does not work as expected, or if you have a complaint about the Service, please contact our User Support Service by email at [atcontact@shopopop.com](mailto:atcontact@shopopop.com) or by chat by clicking on the chat icon on the Company's various products.

## 9.2 Availability of the Website and Application

The Company undertakes to use all possible means to enable access to the Application and the Website 24 hours a day, 7 days a week. However, the Company declines all responsibility in the event that the Application is not updated.

However, the Company reserves the right to modify or interrupt, at its sole discretion, temporarily or permanently, all or part of the access to the Website or the Application, in particular for reasons of maintenance of the Website or the Application or SHOPOPOP Pro.

## 9.3 Consultation and use of the Website and the Application

The Pro Platform, the Website and the Application contain links to websites whose content the Company cannot guarantee, which the user acknowledges and accepts. Access to these third-party websites is the sole responsibility of Users, which means that the Company cannot be held liable for any damage resulting from access to and/or use of these third-party websites.

# Article 10 Ratings, reviews and comments:

Customers and Cotransporters may, at the end of their relationship, leave any comments, ratings or reviews to share their user experience.

Comments and reviews are sent to the Company for the purpose of:

- improve its Service
- enable the Company to inform its Users of their respective general expectations when using cotransportage
- obtain feedback on Users' confidence in the use of the Platform
- inform it or alert it to any difficulties encountered that appear abnormal

Comments and reviews must be objective, factual, respectful and related to the Terms and Conditions and the operation of the Platform.

Ratings relate to the respective User's and Cotransporter's experience.

Only the average rating of the Cotransporter is communicated to the latter via the Application to the Cotransporter after receiving a minimum of 3 ratings. The rating consists of assigning between one and five stars per question asked. The purpose of this feature is to allow Cotransporters to receive feedback on the satisfaction and gratitude of recipients. Under no circumstances is it used by the Company.

The Company shall not under any circumstances use the rating to assess the quality of the delivery, as it is not a judge or party to it.

## **Article 11 – Reporting**

Users may submit a report, in particular via the delivery tracking page, where they become aware of any breach of applicable law. In such serious cases, the Company shall, without undue delay, conduct an internal investigation carried out by the support team. Upon completion of that investigation, if the reported facts are not substantiated, no moderation measure provided for under the article on Access Restriction and Account Deactivation shall be applied to the account of the User concerned. If the reported facts are substantiated, the Company may apply any moderation measure provided for under the article on Access Restriction and Account Deactivation, and/or refer the matter to the competent authorities.

Any abusive report exposes the person making it to prosecution, in particular for false accusation, in accordance with the civil and criminal regulations in force. Reports must therefore be based on detailed, documented and accurate evidence. In accordance with the law, the platform will suspend the accounts of Users who frequently submit notifications or complaints that are manifestly unfounded.

## **Article 12 – Access restriction and account deactivation**

By accepting these terms and conditions of use, you accept and acknowledge Shopopop's power to moderate the use of User accounts.

Moderation measures may be applied, in particular, in the following cases:

- Behaviour that is the subject of a report as provided for in the section on reporting
- Failure to comply with the Platform rules described in these Terms and Conditions
- Multiple comments, reviews, or contacts from Users alerting to a User's failure to comply with the Terms and Conditions
- Investigation conducted by a judicial authority or temporary investigation conducted by the Platform requiring temporary moderation of the account.

The Company shall ensure that it acts impartially and in a non-arbitrary manner.

Moderation by the Company consists of taking any appropriate measures to enable (without the list below being exhaustive):

- compliance by each user with their commitments under their membership of the Platform rules
- maintaining Users' confidence in the use of the Platform.
- the protection of Users against any behaviour that contravenes legal requirements, morality and public order

These measures are taken as a last resort at the Company's sole discretion and may be temporary and/or cumulative in the event of serious breaches or in cases of emergency. The Company may therefore resort to the following measures:

- Desactivation of the account
- Cancellation of connections
- Restriction of use of the platform
  
- Termination of contract

Account deactivation may be temporary or permanent. It results in restricted use of the account.

When this is not consecutive to Report, Moderation is first carried out by sending the User an automatic message informing them of the reason that may lead to the moderation of their account by Shopopop. If the reason for moderation is found to be repeated, the User is notified of the moderation carried out. The User then has a period of 8 clear days from receipt of the notification email to contest the facts giving rise to the moderation by contacting the User Support Service. A more in-depth investigation period is carried out by the Platform. At the end of this investigation, full access to the Platform may be restored if the information reported by the User justifies it.

## **Article 13 – Intellectual property rights**

"SHOPOPOP" is a registered trademark.

The texts, images and representations appearing on the Website and the Application are protected by intellectual property law and are the exclusive property of the Company.

The reproduction, imitation or representation, in whole or in part, of the Company's intellectual property rights is likely to constitute an infringement punishable under the provisions of the French Intellectual Property Code and/or a tortious act likely to incur the civil liability of its authors.

All Users undertake not to infringe, directly or indirectly, the rights held by the Company and, in this respect, refrain from:

- Any use of the Application, the Website or SHOPOPOP Pro for the purpose of designing, producing, distributing or marketing similar, equivalent or substitute services.
- Any adaptation, modification, transformation or arrangement of the Application, Shopopop Pro or the Website, including for the purpose of correcting a malfunction,
- Any decompilation, reverse engineering or disassembly of the Application, Shopopop Pro or the Website, in whole or in part,

- Any assignment, transfer, or lease, in whole or in part, for consideration or free of charge, of the Application, Shopopop Pro, or the Website, or of the right of use granted above,
- Any direct or indirect transcription or translation of the Application, Shopopop Pro or the Website,
- Any modification or circumvention of the protection code, such as access codes or identifiers.

## **Article 14 – Personal data**

The Company undertakes to respect the confidentiality of the personal data entrusted to it and to ensure its security. It processes and collects Personal Data in accordance with the provisions of the Platform's Privacy Policy, which can be accessed by clicking on this link and which sets out, in particular, the purposes for which this personal data is used, the retention period and storage methods, the use of subcontractors for the use of the Service, etc.

The Privacy Policy also contains all the necessary information on how Users can exercise their rights with regard to their personal data.

Once a Cotransporter accepts the delivery offer, they have access to the Customer's personal data in order to make the deliveries, which the Customer accepts by accepting these Terms and Conditions, and the Customer has access to the Cotransporter's personal data for the purpose of tracking the delivery. Users are therefore responsible for the processing of the personal data to which they have access and undertake to use it exclusively for the purposes of delivery in accordance with the regulations on the protection of personal data.

## **Article 15 – Liability – Applicable law – Jurisdiction**

15.1 These Terms and Conditions are governed by French law.

15.2 In the event of a dispute arising from these Terms and Conditions, the User undertakes, prior to any legal action, to contact customer service in order to attempt to settle the dispute amicably. If the User's written complaint to the Company is not resolved, the User is informed of the possibility offered by Article L.612-1 of the French Consumer Code to refer the matter to the Consumer Ombudsman: Association Nationale des Médiateurs (ANM), which can be contacted by post at 62, rue Tiquetonne 75002 PARIS or by completing the online form at the following address: [www.anm-conso.com](http://www.anm-conso.com).

15.3 Any dispute relating to the execution or interpretation of these General Terms and Conditions shall fall within the exclusive jurisdiction of the competent French courts in accordance with the provisions of the French Code of Civil Procedure.