General Terms of Use - Vente-unique Marketplace

Preamble

The company **Vente-Unique.com**, a public limited company (*societe anonyme*) with a share capital of 97.800,29 euros, registered with the Bobigny Trade and Companies Register under number 484 922 778, whose registered office is located at 9/11 Rue Jacquard, 93310 Le Pre-Saint-Gervais, France (hereinafter the "Operator"), publishes and operates a marketplace accessible at the following address http://www.vente-unique.ie/ (hereinafter the "Marketplace").

Through the Marketplace, Vente-Unique.com offers a matchmaking service between professional sellers (hereinafter the "Sellers") and customers located in Ireland (hereinafter the "Buyers") for the online sale of new products from categories referenced on the site www.vente-unique.ie (hereinafter the "Products").

The use of the Marketplace implies the acceptance without restriction or reservation by the User of these general terms of use (hereinafter "GTU"). These aim to describe the conditions under which any User of the Marketplace may browse the Marketplace and, where applicable, place an Order.

Article 1. Definitions

Within the framework of these GTU, the terms and expressions listed below, where their first letter appears in capital letters, shall have the meanings attributed hereafter. These terms shall have the same meaning whether in the singular or the plural.

"Buyer": means any natural or legal person placing an Order for a Product from the Seller through the Marketplace. The Buyer may be a:

- **"Consumer Buyer"**: means any person who warrants having the status of a consumer as defined by law and jurisprudence. In this respect, it is expressly provided that the Buyer is a natural person acting for purposes which do not fall within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.
- **"Professional Buyer"**: means any person who warrants having the status of a professional as defined by law and jurisprudence. In this respect, it is expressly provided that the Buyer is a natural or legal person, public or private, acting for purposes falling within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.

"Order": means the act of purchase carried out by a Buyer of a Product sold on the Marketplace by a Seller.

"Account": means the interface accessible by the Buyer or the Seller by means of Credentials allowing them to access their personal information and to manage and track Orders.

"General Terms of Use" or "GTU": means these contractual conditions made available in a dedicated tab of the Marketplace governing the use thereof and which every User of the Marketplace must accept upon their registration on the Marketplace, whether they are a Seller or a Buyer.

"General Terms of Sale" or "GTS": means the Seller's own terms of sale governing the Order.

"Content": means all information, texts, logos, trademarks, animations, designs and models, photographs, images, data and generally all elements and content of the User published on the Marketplace according to the methods, form, and conditions proposed to them within the framework of the Services.

"Personal Data": means any information relating to a directly or indirectly identified or identifiable natural person (such as surname, first name, telephone number, email or postal address).

"Operator": means Vente-Unique.com, a joint-stock company (*societe anonyme*) with a share capital of 97.800,29 euros, registered with the Bobigny Trade and Companies Register under number 484 922 778, whose registered office is located at 9/11 Rue Jacquard, 93310 Le Pre-Saint-Gervais, France.

"Product Sheet": means the page presenting the characteristics, essential information, and photographs attached to a Product as well as the terms of sale applied by the Seller for that Product.

"Credentials": means the identifier or email address and the password allowing the Seller and the Buyer to access their Account.

"Marketplace": means the VENTE-UNIQUE marketplace accessible on the website www.vente-unique.ie.

"Parties": in the plural, means the Operator and the User together. In the singular, means only one of the two Parties.

"Prestation" [Provision of Service]: means all the services offered by the Operator to Users through the Marketplace.

"Product": means any authorised new product referenced on the Marketplace by a Seller.

"Service(s)": means any service offered by the Seller in connection with the sale of a Product (such as delivery, assembly, take-back).

"User": means the generic term designating any person browsing the Marketplace, whether they are a Seller, a Buyer, or a simple internet user.

"Seller": means any professional seller whose Products are referenced on the Marketplace. The Seller warrants having the status of a professional as defined by law and jurisprudence. In this respect, it is expressly provided that the Seller is a natural or legal person, public or private, acting for purposes falling within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.

Article 2. Role of the Operator

2.1. Nature of the Operator's Intervention

The Operator offers a Matchmaking Service between professional Sellers and Buyers for the online sale of new products in the following categories: Furniture, Sofa, Bedding, Bathroom/SPA, Garden, DIY, Decoration, Sport leisure luggage, Accessories (hereinafter the "Products").

It is recalled that the company Vente-Unique.com, as an online Marketplace operator, acts solely as a host for the Product Sheets of third-party Sellers and as a technical intermediary making the matchmaking between a Seller and a Buyer possible.

The Operator shall in no case be considered as a reseller of the Products referenced by the Sellers. Any sale carried out through the Marketplace is governed by the general terms and conditions of sale specific to each Seller, Vente-Unique.com not being at any time a party to this contract of sale.

Indications on prices and descriptions of the Products, as well as the Product Sheets, are determined by the Sellers.

The Operator is remunerated by a commission collected immediately after the sale of the Products purchased by the Buyers from the Sellers and a subscription paid by the latter.

These GTU do not in any way confer upon the Users the status of employee, proxy, agent or representative of the Operator.

2.2. General Pre-Contractual Information Obligation: Loyalty, Clarity and Transparency

a) General Provisions

As a Marketplace operator, VENTE-UNIQUE acts in a neutral, clear and transparent manner. The Operator maintains no capital link or any legal dependency with any of the Sellers referenced on the Marketplace that would influence the ranking or referencing of the Product Sheets.

In any event, the Product Sheets presented to Users on the Marketplace are referenced according to the procedures detailed in Article 5.1. "Services accessible to any User".

b) Financial Transparency

As a Marketplace Operator, VENTE-UNIQUE ensures transparency regarding the tax obligations incumbent upon Users carrying out transactions through its intermediary.

1. Collection and Reporting Obligations (DAC7)

Where the activities of Users fall within the scope of reporting obligations provided for by the applicable regulations, in particular Directive (EU) 2021/514 (DAC7), as transposed into Irish law, notably by the Finance Act 2022 and the applicable reporting obligations to the Revenue Commissioners, VENTE-UNIQUE is required to:

- collect the required information relating to the Users concerned (in particular identification data, tax information and transaction data);
- verify, to the extent required by the applicable regulations, the consistency of this information;

- transmit this information annually to the competent tax administration.

In order to allow VENTE-UNIQUE to comply with its obligations, Users undertake to provide accurate, complete and up-to-date information.

Failing this, and in accordance with the applicable regulations, VENTE-UNIQUE reserves the right to suspend or close the User's account.

2. Information for Users on Reported Data

The Users concerned will receive a copy of the information transmitted to the tax authorities, at the latest by 31 January of the year following that in which the transactions were carried out, unless otherwise provided by law.

3. Automatic Exchange of Information

The information collected and reported may be transmitted to the competent Irish tax authorities, as well as to the tax authorities of other Member States of the European Union or partner States, within the framework of the automatic exchange of information mechanisms provided for by the applicable regulations.

Article 3. Accessibility of the Marketplace

By using the Marketplace, the User acknowledges having the means and skills necessary to use the functionalities offered on the Marketplace.

The equipment necessary for access to and use of the Marketplace is at the User's expense, as are any telecommunications costs induced by their use.

The User agrees to comply with the technical specifications relating to the posting or insertion of Content on the Marketplace, in particular any limit on weight, size, dimension, character, formatting or other relating to the Content they intend to post on the Marketplace in any capacity whatsoever.

In any event, it is specified to Users registered on the Marketplace that no minimum level of service quality is offered on the Marketplace.

The Marketplace is accessible by means of any computer, tablet or smartphone connected to the Internet.

The Marketplace is accessible 24 hours a day, 7 days a week, except in cases of force majeure or events beyond the control of the Operator. The Operator reserves the right to interrupt access to the Marketplace or to suspend all or part of the Services for maintenance reasons, for the improvement and installation of new functionalities, for auditing proper functioning or in the event of malfunction or threat of malfunction.

The Operator cannot be held liable for disturbances, cuts and anomalies that are not of its doing and which would affect, for example, the transmissions over the Internet network and more generally over the communication network, regardless of their importance and duration.

All computer hardware, software solutions, internet connection, and subscriptions necessary for access to and use of the Marketplace are the exclusive responsibility of the User.

Article 4. Modalities of Access to Services and Registration

It is not necessary to have an account to be able to browse the Marketplace and consult the Product Sheets online. Nevertheless, any act of purchase or sale requires the creation of an Account under the conditions described below.

4.1. Creation of a Seller Account

The creation of a Seller Account implies, on the one hand, that the candidate seller has sent Vente-Unique.com a request for referencing accompanied by all the documents and information necessary and useful for the examination of their request; and on the other hand, that Vente-Unique.com has accepted the referencing request of the candidate seller.

The Account allows any Seller to:

- Reference eligible products on the Marketplace;
- Upload any Content relating to the Products (photos, descriptions) and related services;
- Manage Orders (acceptance, cancellation, monitoring, tracking);
- Communicate with Buyers.

4.2. Creation of a Buyer Account

Any User may create an Account free of charge allowing them to benefit from the functionalities specified below.

The creation of an Account requires the provision of an Identifier in the form of a personal email address and the definition of a password. The password must comply with the required security criteria.

The User will also be invited to provide their surname and first name and to accept these GTU in order to finalise the creation of their Account.

The User undertakes to create only one customer Account and guarantees the authenticity and truthfulness of the information they provide. Any breach of this obligation may result in the suspension and/or deletion of the Account, without notice, without right to any compensation. The Operator reserves the right to verify or have verified all or part of the information provided.

The Account allows any User to:

- Place an Order for Products referenced on the Marketplace;
- Access order tracking, purchase history and invoices;
- Access and modify personal information provided during the creation of the customer Account or the placing of an Order;
- Download Product manuals;
- Contact the Seller's customer service;
- Manage their loyalty program and referrals;
- Manage their subscriptions;
- Access their wishlist;
- Find the last products consulted.

4.3. Access to the Account

Any subsequent access to the Account will be made via the "Login" section using the Identifiers chosen during the creation of the Account.

In the event of a forgotten password, the User may define a new one by clicking on "Forgot

password?" using the procedure indicated by the Operator.

4.4. Management of Identifiers

Outside of situations where the Operator has failed in its personal data security obligation as specified in Article 32 of the GDPR, the User is solely responsible for the use of their Identifiers or actions taken through their Account.

In the event that a User discloses or uses their Identifiers in a manner contrary to their purpose, the Operator may then delete the Account without notice or compensation.

Any access and action carried out from a User's Account will be presumed to be carried out by that User, insofar as the Operator has no obligation and does not possess the technical means allowing it to ensure the identity of persons having access to the Marketplace from an Account, except in cases where the Operator has failed in its security obligation and/or the User has been a victim of fraud committed by a third party.

Any loss, misappropriation or unauthorised use of a User's Identifiers and their consequences fall under the sole responsibility of the User, the latter being required to notify the Operator without delay.

4.5. Unsubscription

The User may at any time close their Account by sending an email to the following addresses, provided they have no current Orders.

- For the Buyer: dpo@vente-unique.com
- For the Seller: service-marketplace@vente-unique.com

The Operator will proceed as soon as possible with the closure of the Account and will send the User an email confirming the closure of their Account and the permanent deletion of all their elements on the Marketplace (personal data, access to newsletters, etc.).

It is specified to the User that as long as they have not proceeded with the unsubscription of their Account, they may continue to benefit from the Services.

Article 5. Services

The main Service offered by the Operator consists of the direct matchmaking of Sellers with Buyers for the sale of one or more Products.

5.1. Services Accessible to Any User (Recommendation System)

Any User can search for Products on the Marketplace. The first result displayed will necessarily be a product sold by Vente-Unique.com.

a) Search by Category and Sub-Category

The User can access the different categories of Products, namely: Sofa / Armchair; Dining room / Living room Kitchen; Bedroom bedding / Office; Bathroom / Spa Sauna; Garden, Leisure / DIY; Decoration; Etc.

By clicking on the category and sub-category of their choice, the User can access all the corresponding Products marketed through the Marketplace.

b) Search by Search Engine

The User can use the search engine to search for a specific Product. In this case, the results corresponding to their search will be presented by default to the User according to a relevance criterion determined as follows: Products presenting in their title, their description, their Product Sheet, the most links with the keywords used by the User are displayed as a priority.

c) Search by Filter

During any search for Products on the Marketplace, the User can refine their queries according to the filters offered in the sort section and in particular by: Increasing price; Colour; Length; Width; Material; Etc.

The results displayed depend on the following parameters, listed in descending order of importance:

- Match of results with any search keywords entered and the chosen filters;
- Commercial performance of the Products (number of sales carried out per Product and turnover achieved, etc.);
- Availability of the Product at the time of the User's connection;
- Delivery time for the products;
- Product price (current promotions or not);
- Product novelty criterion.

The User can modify the order of the displayed results by choosing to display new items first or to rank the results from the cheapest Product to the most expensive Product.

5.2. Services Accessible to Any User Registered as a Buyer

By creating an Account in accordance with Article 4 of these GTU, any User who has become a Buyer can access the following functionalities:

a) Choice of Products

The Buyer is invited to consult the Product Sheets containing in particular the description and essential characteristics of each Product, the photographs of said Product as well as the available delivery methods.

The choice and purchase of Products by the Buyer are under their responsibility. The Products presented on the Marketplace are offered within the limit of available stocks of each Seller. Any Order of Products will be governed by the Seller's GTC.

b) Price of Products

The prices indicated on the Marketplace are expressed in euros (EUR), and are inclusive of all taxes (VAT) including, where applicable, any legal contribution. Delivery costs or those for any other service requested by the Buyer are added to the price of the Product. They are specified to the Buyer before the validation of their Order.

The Seller may modify the prices displayed on its Product Sheets at any time, without notice, it being understood that the Product ordered by a Buyer will be invoiced on the basis of the rates in effect at the time of placing the Order.

The promotional offers indicated on the Marketplace are valid only in euros (EUR). The Seller is

autonomous regarding its promotional policy. It is free to participate or not in operations set up by the Operator for its own Products.

c) Order Process

The Buyer who wishes to place an Order must select the Product and click on the "Add to cart" button to build a cart.

The Buyer must check the contents of their cart and can, where applicable, confirm the delivery costs based on the Product ordered and the delivery address, and/or enter an advantage code allowing them to benefit from a current offer.

Prior to the final validation of their Order, the Buyer has the possibility to make modifications if they notice that an error has appeared in the data entry.

The Buyer must ensure that each Product ordered can be delivered to the indicated address under normal conditions, that is to say without difficulties. The Buyer is required to specify during their Order any difficulties that could be encountered during delivery and to verify that the dimensions of the parcels and Products specified on the Product Sheet adapt to the constraints specific to the place of delivery (lifts, stairs, corridors, landing doors, destination room, etc.). They will thus take all useful measures for the proper progress of the delivery.

The Buyer must read and accept these GTU before validating their Order and proceeding with payment.

Following the validation of their Order, the Buyer will receive a confirmation email that their Order has been taken into account.

The Seller may refuse to carry out a delivery or to honour an Order if the Buyer has not paid, in full or in part, a previous Order or in the event that a payment dispute exists.

d) Payment of the Order

Payment of the Order is made at the Buyer's choice according to the payment means available on the cart page.

The Seller and/or the Operator reserve the right to ask the Buyer to justify their identity, the place of their domicile and the means of payment used. Failing receipt of said supporting documents, the Seller reserves the right to cancel any Order.

e) Delivery

Products referenced on the Marketplace can only be delivered in Ireland.

The Buyer is invited to refer to the sheet of each Product in order to know the delivery methods offered by the Seller and the applicable delivery periods.

The Buyer will be notified of the shipment of their Order and will receive a link allowing them to track the delivery thereof.

It is specified that, within the framework of an Order comprising several Products, the Seller shall be entitled to ship the Order in several parts, provided that this does not generate any additional costs for the Buyer.

f) Right of Withdrawal

The Consumer Buyer has, in accordance with the Consumer Rights Act 2022, a withdrawal period of fourteen (14) clear days to exercise their right of withdrawal with the Seller from the date of receipt of the Product or the collection of the Product (by them or by a third party, other than the carrier, designated by them).

If the Order relates to several Products delivered separately or "in the case of an order for a good consisting of multiple lots or pieces the delivery of which is staggered over a defined period, the withdrawal period runs from the receipt of the last product or lot or the last piece".

The Consumer Buyer who exercises their right of withdrawal will obtain a refund of the price of the Product paid and standard delivery costs. Unless more favourable mention is indicated in the Seller's GTC, the additional delivery costs of the Product, if the Consumer Buyer has chosen a delivery method more expensive than the standard delivery method usually offered by the Seller, will remain at the expense of the Consumer Buyer.

When the right of withdrawal is exercised, the Consumer Buyer will be reimbursed without undue delay and at the latest within fourteen (14) days following the date on which the Seller became aware of the exercise of this right by the Consumer Buyer. The reimbursement may however be deferred until the receipt of the Product by the Seller or until the Consumer Buyer has provided proof of the shipment of the Product. If the Product has been subject to handling other than that necessary to establish its nature, its characteristics and its proper functioning, the liability of the Consumer Buyer may be engaged by the Seller.

The Consumer Buyer must consult the procedures for exercising the right of withdrawal and returning Products specified in the Seller's General Terms and Conditions of Sale and comply with them.

g) Customer Service

For any request or claim, the Buyer must address the Seller directly, through their Account, as the Seller is solely authorised to respond to them. In no case may the Operator be considered as the Seller of the Products or be directly made the recipient of the Buyer's requests and/or claims, except in cases where it acts as the Seller of its own Products.

The Operator declines all liability regarding the Seller's Products and the services offered by the latter (delivery, installation assembly, etc.).

Any request for information or claim sent by a Consumer Buyer or a prospect to the Operator regarding the Products and Services marketed by a Seller will be automatically redirected to the latter.

Article 6. Online Reviews

The Operator offers Buyers the possibility to publish "online reviews" on the Marketplace regarding their purchasing experience (hereinafter the "Reviews").

In order to express a constructive Review that is beneficial to everyone, the Buyer is recommended to respect the following instructions:

- Familiarise oneself with all functions attached to the Product before posting a review;
- Write a reasoned review while being concise;
- List the strong points and weak points of the Product;
- Share one's experience of using the Product.

The Buyer is invited to assign a rating from 1 to 5 (1 being disappointing and 5 being excellent) on different criteria and, where applicable, supplement the rating assigned to the Product by comments in the field provided for this purpose.

Reviews are subject to moderation before their publication. The Operator reserves the right to reject, not publish, delete, or withdraw at any time:

- Any Content that is inappropriate, inadequate, abusive, illegal, or of an insulting, hateful, defamatory, racist nature, etc.;
- Any Content likely to give rise to a civil, criminal, or administrative penalty;
- Any Content infringing an intellectual property right;
- All Content formulated by a minor;
- All Content communicated at the request of an agency, a company, or a brand;
- All Content including personal information of a User or a third party;
- All Content including information on third-party companies or websites;
- All Content including circumstantial elements such as prices, promotional offers, etc.;
- All Content contrary to the law or regulations;
- All Content mentioning a link;
- All Content that is unsuitable or irrelevant;
- All Content that is unintelligible.

Reviews are published within a maximum period of 48 hours (working hours) from the moderation of the Review by Vente-unique.com. Reviews will be kept on the Marketplace for a maximum period of five (5) years from their date of publication.

At any time, a Buyer or a third party may report a Review as not complying with the requirements above by writing to the following address: service-marketplace@vente-unique.com

The Operator may decide to delete any Review that it deems abusive, contrary to these GTU, or inappropriate, including if the Review in question has already been published on the Marketplace.

The Buyer who wrote a Review may request at any time the modification or deletion of said Review from the Marketplace, subject to demonstrating to the Operator that they are indeed the author of said Review. If sufficiently convincing evidence is provided by the Buyer, the Operator will proceed with the deletion of the Review from the Marketplace as soon as possible.

In the context of the dissemination of online reviews carried out on the Marketplace, the Operator expressly undertakes herein to deliver to Users fair, clear, and transparent information on the procedures for publication and processing of Reviews posted online. In this regard, the Operator undertakes in particular to display the date of the consumption experience concerned by the review, the date of publication of the Review, as well as the first name of the author and any updates.

Each Seller has the right to respond at any time and in a public manner to a Review. The Seller's customer service may also contact the Buyer to obtain additional information.

Article 7. Intellectual Property

7.1 Intellectual Property of the Operator

The User acknowledges the intellectual property rights of the Operator in the Marketplace, its constituent elements, its components, and the elements related thereto and waives any

challenge to these rights in any form whatsoever.

With the exception of Content belonging to Users not included in the scope of the Operator's intellectual property rights, all elements of the Marketplace (trademarks, logos, slogans, graphics, photographs, etc.) are the exclusive intellectual property of the Operator and/or its partners and may not be reproduced, used, or represented totally or partially without the express authorisation of the Operator under penalty of legal proceedings.

Any representation or reproduction, total or partial, of the Marketplace and its content, by any process whatsoever, without the express prior authorisation of the Operator, is prohibited and shall constitute an infringement.

In particular, the Operator expressly prohibits:

- The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the elements of the Marketplace to another medium, by any means and in any form whatsoever;
- The re-use, by making available to the public all or a qualitatively or quantitatively substantial part of the elements of the Marketplace, regardless of the form;
- The reproduction, extraction, or re-use, by any means, including methods similar to scraping (photographs, description, etc.), of the elements of the Marketplace.

Acceptance of these GTU constitutes acknowledgement by Users of the intellectual property rights of the Operator and an undertaking to respect them.

The Operator grants a personal, non-exclusive, and non-transferable licence to Users authorising them to use the Marketplace and the information it contains in accordance with these GTU.

Any other exploitation of the Marketplace and its content is excluded from the scope of this licence and may not be carried out without the express prior authorisation of the Operator.

7.2 Intellectual Property of Users

In the context of using the Marketplace, Users are likely to publish Content (photographs, trademarks, logos, designs, and other models) belonging to them or to third parties.

Each User guarantees that they hold all intellectual property rights in any Content published on the Marketplace such as, without this list being exhaustive, texts, logos, designs and models, photographs, videos, data, hypertext links, or that they have the necessary economic rights allowing them to make a representation or a reproduction of each Content and will hold the Operator harmless.

Every User furthermore guarantees that said Content does not in any way infringe the rights of third parties, in particular that it does not constitute an infringement or an act of unfair or parasitic competition of a pre-existing work.

In any event, the Operator shall in no case be held liable for an act of infringement, given its simple capacity as a host of the Content published by Users, except in cases where it has not acted promptly to remove them or make them inaccessible.

With a view to the execution of these GTU, every User grants a free and non-exclusive licence to the Operator to use, reproduce, represent, adapt, and make available to the public said Content including in particular Content protected by copyright as well as any other visible

distinctive sign with a view to the execution of these General Terms of Use. This licence shall be valid for the entire duration of the use of the Marketplace hereunder and worldwide.

This licence does not entail any right to sub-licence to a third party. The Operator cannot, however, be held liable for the copying of Content by any User browsing the Marketplace who violates its General Terms of Use.

Article 8. Undertakings and Liabilities

8.1 Liability of the Operator

It is recalled that the Operator acts as a technical intermediary having neither knowledge nor control over the information posted online by the Sellers.

Consequently, the Operator cannot be held liable as a result of the activities, information, and Content published by a Seller on the Marketplace if the Operator did not have knowledge of their illegal nature within the meaning of Article 3 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 or of facts and circumstances making this nature apparent or if, from the moment it became aware of it, it acted promptly to remove this data and information or made access to it impossible.

Furthermore, the Operator shall be released as of right from any undertaking and any liability:

- Linked to the actual performance of the Order and the GTU applicable to the sale concluded between the Seller and the Buyer;
- In the event of a breach by the Seller of its legal and regulatory obligations;
- In the event of direct or indirect damage, material or personal injury, suffered by a Buyer due to a Product or a Service of the Seller;
- In the event of use of the Marketplace in a fraudulent manner or not in compliance with these GTU;
- In the event of force majeure;
- In the event of unavailability of the Marketplace attributable to a third party or to an external cause independent of the Operator, notably in the event of disturbances, cuts, and anomalies that are not of its doing and which would affect, for example, transmissions over the Internet network and more generally over the communication network, regardless of their importance and duration;
- In the event of unavailability of the Marketplace or suspension of all or part of the functionalities thereof for reasons of maintenance, for the improvement and installation of new functionalities, for auditing proper functioning, or in the case of malfunction or threat of malfunction.

It is specified to the User that these scenarios do not apply when:

- The Operator has failed in its obligation to guarantee a level of security appropriate to the risk of the processing as specified in Article 32 of the GDPR;
- Its liability could be engaged due to its status as a host (it did not act promptly to remove illegal content).

8.2 Operator's Status as a Host

With the exception of the case where the Operator acts as a Seller, Users acknowledge that the Operator has the status of a host. In this capacity, the Operator reserves the right to remove any Content that has been reported to it and that it considers illegal within the meaning of Article 3 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022

(hereinafter "DSA"), namely "any information that, in itself or in relation to an activity, including the sale of Products or the provision of services, is not in compliance with Union law or the law of a Member State which is in compliance with Union law, regardless of the precise subject matter or nature of that law".

The notification of such Content must be made through the form dedicated for this purpose on the Marketplace meeting the requirements of Article 16 of the DSA (hereinafter "the Notification"). It is strongly recommended that Users duly complete this form to allow the Operator to have effective knowledge of the disputed Content and the justifications allowing it to consider whether this Content is illegal.

Furthermore, the User undertakes in this context to send a good faith Notification asserting that the information provided within this form is accurate and complete.

From the receipt of the Notification, the Operator undertakes to take a Decision concerning the information to which the Notification relates, in a timely, diligent, non-arbitrary, and objective manner (hereinafter "the Decision"). The User will also be informed if the Decision was taken by the use of automated means.

In any event, the Operator undertakes to:

- Acknowledge receipt of the User's Notification and inform them of its Decision taken on the reported Content, if electronic contact details have been specified by them;
- Inform the author of the Content of its Decision;
- Inform these Users (the authors of the Notification and of said Content) of the possible means of redress against its Decision, notably access to an internal complaint-handling system.

With the exception of misleading commercial Content of high volume, each Decision taken by the Operator will be accompanied by a clear and specific statement of reasons, notably when it results in:

- A restriction of visibility of said Content;
- A suspension of all or part of the Services offered on the Marketplace;
- A suspension or deletion of the Account concerned.

In the event of Content leading to a suspicion that a criminal offence presenting a threat to the life or safety of one or more persons has been committed, is being committed, or is likely to be committed, the Operator will promptly inform the competent law enforcement authorities.

In addition, the Operator also uses an automated illegal Content detection system preventing the publication of Content incorporating keywords previously entered by VENTE-UNIQUE.

8.3 Internal Complaint-Handling System

Every User has the possibility, for six months from its receipt, to make Complaints to the Operator regarding the decisions taken by it in connection with illegal Content or Content incompatible with its GTU (hereinafter the "Complaints").

These complaints may relate to the question of:

- Whether or not to remove the information, make access to it impossible, or restrict its visibility;
- Whether or not to suspend or terminate, in whole or in part, the provision of Services to

Users;
- Whether or not to suspend or delete the Users' account;
- Whether or not to suspend the ability to monetise the information provided by Users, terminate this ability, or otherwise restrict this ability.

In any event, the Operator undertakes to handle each of the complaints received in a timely and non-discriminatory, diligent, and non-arbitrary manner.

The Operator also undertakes to inform, as soon as possible, the Users concerned by the Complaints of the possibility of having access to an out-of-court dispute settlement as provided for in Article 21 of the DSA.

8.4 User Liability

General Principles

The User undertakes to use the Marketplace in accordance with its intended purpose. Any use contrary to these GTU may result in the suspension and/or closure of the User's Account without prejudice to any other course of action, notably judicial, that the Operator may exercise.

Misuse of the Marketplace

Operators may suspend, for a reasonable period and after having issued a prior warning:

- The provision of Services to Users who frequently publish manifestly illegal Content;
- The system for processing notifications and complaints for Users who frequently provide notifications of illegal Content and manifestly unfounded complaints, notably through the internal complaint-handling system provided for in Articles 16 and 20 of the DSA.

The User is expressly informed that the decision taken by the Operator as a result arises from a case-by-case assessment of the relevant facts and circumstances emerging from the information available to it. This decision is provided in a timely, diligent, and objective manner.

The assessment of these circumstances includes at least the following elements:

- The number of manifestly illegal Content or manifestly unfounded Notifications or Complaints;
- The relative proportion of these elements compared to the total number of items of information provided or Notifications submitted over a given period;
- The seriousness of the misuse, including the nature of the illegal Content, and its consequences;
- When it is possible to determine it, the intention of the User.

By way of example, VENTE-UNIQUE may:

- Suspend access to the Account and/or the Services:
    - After a single publication of manifestly illegal Content constituting the offences provided for by the legal provisions in force;
    - In the event of repeated publication of Content that violates the provisions of these GTU;
- Suspend for a reasonable period the processing of notifications and complaints from a User who has submitted more than three (3) manifestly unfounded notifications and/or complaints.

Article 9. Personal Data

The Personal Data collected during the Services (creation of an Account, matchmaking of Users for placing Orders on the Marketplace, etc.) are processed by the Operator in accordance with its Privacy Policy.

In accordance with the GDPR, Users have the following rights:

- Right of access (Article 15 GDPR), rectification (Article 16 GDPR), updating, and completeness of Personal Data;
- Right to block or erasure of Personal Data (Article 17 GDPR), when they are inaccurate, incomplete, equivocal, outdated, or whose collection, use, communication, or storage is prohibited;
- Right to withdraw consent at any time (Article 13-2c GDPR);
- Right to restriction of processing of their Personal Data (Article 18 GDPR);
- Right to object to the processing of their Personal Data (Article 21 GDPR);
- Right to portability of their Personal Data that has been provided, when their data is subject to automated processing based on their consent or on a contract (Article 20 GDPR).
- In the event of death and in the absence of instructions from them, the Operator undertakes to destroy their Personal Data, unless its storage proves necessary for evidentiary purposes or to meet a legal obligation.

Each User may exercise their rights by sending an e-mail to dpo@vente-unique.com or by sending a letter to the following address: DPO Vente-unique.com, 9/11 Rue Jacquard, 93310 Le Pre-Saint-Gervais, France.

In the context of an Order involving Products sold by a Seller on the Marketplace, the latter is also required to process the Buyer's data for the purposes of proper processing of the Order, its delivery, and the implementation of after-sales service. Each Seller is required to comply with all rules in force applicable to the protection of Personal Data, notably Regulation (EU) 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.

The Buyer is invited to consult the Personal Data processing terms specific to each Seller.

Article 10. Cookies

Cookies are witness files that are saved on the internet user's device and which contain information collected during the consultation of a website.

The use of cookies is subject to the User's consent when:

- These cookies are not strictly necessary for the operation of the Marketplace; or
- These cookies have:
    - A purpose strictly limited to the sole measurement of the Marketplace audience on the exclusive behalf of VENTE-UNIQUE; and
    - They serve only to produce anonymous statistical data.

The terms for managing cookies are detailed in our Cookie Management Policy.

Article 11. User Service - Point of Contact

For any question or claim relating to the operation and use of the Marketplace, the User may write to the Operator at the following address: service-marketplace@vente-unique.com.

Article 12. Force Majeure

The Operator's liability cannot be implemented if the non-performance or delay in the performance of one of its obligations described in these GTU arises from a case of force majeure.

There is force majeure in contractual matters when an event beyond the control of the debtor, which could not reasonably have been foreseen during the conclusion of the GTU and whose effects cannot be avoided by appropriate measures, prevents the performance of its obligation by the debtor.

In the event of the occurrence of an event having the characteristics of force majeure, the Operator will endeavour to inform the User as soon as possible.

Article 13. General Provisions

The fact that one of the Parties has not required the application of any clause whatsoever of these GTU, whether permanently or temporarily, cannot in any case be considered as a waiver of said clause.

In the event of a difficulty of interpretation between any of the titles appearing at the head of the clauses and any of the clauses themselves, the titles shall be declared non-existent.

Article 14. Modification of the GTU

These GTU apply to any User browsing on the Marketplace.

The GTU may be modified and updated by the Operator at any time, notably to adapt to legislative or regulatory developments.

The applicable GTU are:

- For the User not registered on the Marketplace: those in force at the time of browsing on the Marketplace;
- For any User registered on the Marketplace: those which have been accepted by them on the Marketplace (at the time of their registration on the Marketplace or at the time of their last connection in case of modification of the latter).

Article 15. Applicable Law - Competent Jurisdiction

THESE GTU MUST BE INTERPRETED IN ACCORDANCE WITH IRISH LAW TO WHICH THEY ARE SUBJECT.

In case of difficulty, the Operator and the User will use their best efforts to find an amicable solution.

Prior to any recourse to a judge, the User is invited to contact the Operator via their Account.

In such a scenario, the User is first invited to contact the user service of the Operator under the conditions provided for in Article 11 - Point of contact.

15.1 With Regard to Consumer Users

In the event that no amicable agreement is found, an optional mediation procedure will be proposed, conducted in a spirit of loyalty and good faith with a view to reaching an amicable agreement upon the occurrence of any conflict relating to this contract, including its validity.

The consumer User may resort free of charge to an out-of-court dispute resolution (ADR) entity approved in Ireland, in accordance with the applicable provisions. The list of competent ADR entities is accessible on the website of the Competition and Consumer Protection Commission (CCPC).

Every consumer also has the possibility of resorting to the European online dispute resolution platform accessible at the following address:

https://consumer-redress.ec.europa.eu/dispute-resolution-bodies_en?prefLang=en

IN THE EVENT THAT MEDIATION FAILS OR IS NOT ENVISAGED, THE DISPUTE WHICH COULD HAVE GIVEN RISE TO MEDIATION WILL BE ENTRUSTED TO THE COMPETENT COURT.

Annex 1 - Information Regarding Civil and Tax Obligations

Online Marketplace operators have the obligation to inform any User who generates income on their Marketplace of their civil and tax obligations.

Useful information is gathered in educational sheets recalling the rules applicable to the declaration of income and the payment of social security contributions.

Regarding the payment of VAT, Sellers are invited to consult the information documents made available to them by the Administration.

We remind you that these explanations are given for information purposes only and that they do not replace the reading of legislative texts, administration comments, and case law. We also wish to insist on the fact that the rules set out above are subject to modification (notably the various thresholds which are re-evaluated each year) and that each User of the Marketplace is solely responsible for their legal obligations.

The Operator therefore recommends that every User seek information from and contact the competent bodies and authorities.

Annex 2 - Specific Provisions for Services Provided to Consumer Users Registered on the Marketplace

Article 1 - Updates

Under this article, "Updates" means any update or modification aimed at maintaining, adapting, or evolving the Services offered, including any security measure, whether these Updates are necessary or not to maintain the compliance of the Services.

1.1 Updates Necessary to Maintain the Compliance of the Services

The Operator undertakes to inform the consumer User registered on the Marketplace of the Updates necessary to maintain the conformity of the Services and to ensure that they receive

them during the period that the consumer User registered on the Marketplace may legitimately expect, having regard to the type and purpose of the Services and taking into account the circumstances and the nature of these GTU.

The Operator will specify for each necessary Update the availability of the Update, the methods for its installation, and the consequences in the event of a failure to install by the consumer User registered on the Marketplace.

The Operator shall not be held liable for lack of conformity caused by the absence of installation or an incorrect installation of the Update by the consumer User registered on the Marketplace, unless this failure to install results from a failing of the Operator to provide the information above or from deficiencies in the instructions relating to installation.

1.2 Updates Not Necessary to Maintain the Compliance of the Services

The consumer User registered on the Marketplace is informed that the Operator undertakes to inform them of Updates not necessary to maintain the conformity of the Services and allowing, for example, the improvement or modification of the Services or adaptation to technical developments.

These Updates as well as the date of their entry into force will be the subject of prior information, provided in a clear and understandable manner, reasonably in advance and by email (or on any other durable medium).

It is specified that non-necessary Updates are carried out without additional cost to the consumer User registered on the Marketplace.

The consumer User registered on the Marketplace may refuse the non-necessary Update in question or, where applicable, uninstall it later if it has a negative impact on their access to the Services, or the use of them.

Unless the Update has only a minor impact on the consumer User registered on the Marketplace or the Operator allows them to retain the Services without the non-necessary Update and subject to the Services remaining in conformity within the meaning hereof, the consumer User registered on the Marketplace may unsubscribe as of right from the Marketplace and without cost to them.

Article 2. Statutory Guarantee

Every consumer User registered on the Marketplace benefits from a statutory guarantee in accordance with legal provisions, including the Consumer Rights Act 2022.

Article 3. Right of Withdrawal

3.1 Principle of Withdrawal

The consumer User registered on the Marketplace has, in principle, the right to withdraw without giving any reason within a period of fourteen (14) days.

3.2 Withdrawal Period

The withdrawal period expires fourteen (14) days after the day of the conclusion of these GTU between the Operator and the consumer User registered on the Marketplace.

3.3 Notification of the Right of Withdrawal

To exercise their right of withdrawal, the consumer User registered on the Marketplace must notify their decision to withdraw by means of an unambiguous statement (for example, a letter sent by post, fax, or email) or, where applicable, a withdrawal functionality made available to them.

The withdrawal request may notably be addressed to:

- The email address: service-marketplace@vente-unique.com; or
- The address: Vente-unique - 9/11 rue Jacquard 93310 Le Pre Saint Gervais.

They may also use the model withdrawal form below:

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract.)

To: VENTE-UNIQUE - 9/11 rue Jacquard 93310 Le Pre Saint Gervais - email: service-marketplace@vente-unique.com

I hereby notify you of my withdrawal from the contract relating to the Services below:

- Ordered on:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only in case of notification of this form on paper):
- Date:

In order for the withdrawal period to be respected, the consumer User registered on the Marketplace must transmit their communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

3.4 Effects of Withdrawal

In the event of withdrawal by the consumer User registered on the Marketplace, the Operator refrains from using any Content, other than personal data for which it respects the obligations resulting from the GDPR, except where such Content:

- Is of no use to the consumer once they no longer use it;
- Relates only to their activity when using the Services;
- Has been aggregated with other data by the Operator and cannot be disaggregated or can only be so with disproportionate effort;
- Has been generated jointly by the consumer User registered on the Marketplace and other persons, and other consumers may continue to make use of it.

The Operator makes available to the consumer User registered on the Marketplace, at the request of the latter, any Content other than personal data, which was provided or created by them during the use of the Services.

The consumer User registered on the Marketplace has the right to recover this Content without cost, without the Operator hindering it, within a reasonable period and in a commonly used and machine-readable format.

The consumer User registered on the Marketplace is expressly informed that in the event of withdrawal from the GTU, the Operator may prevent any further use of the Services by them, notably by ensuring that the latter are no longer accessible or by deactivating their Account.

The consumer User registered on the Marketplace who has exercised their right of withdrawal refrains from using the Services and from making them accessible to third parties.

3.5 Exclusions from the Right of Withdrawal

The right of withdrawal may not notably be exercised in the following cases:

- The supply of products whose price depends on fluctuations in the financial market beyond the control of the Seller and likely to occur during the withdrawal period;
- The supply of products which have been unsealed by the customer after delivery and which cannot be returned for reasons of hygiene or health protection;
- The supply of products which, after being delivered and by their nature, are inseparably mixed with other items;
- The supply of products liable to deteriorate or expire rapidly;
- The supply of audio or video recordings or computer software where they have been unsealed by the customer after delivery;
- The supply of newspapers, periodicals or magazines, with the exception of subscription contracts for the supply of such publications;
- The supply of digital content not supplied on a tangible medium, where the performance has begun with the customer's prior express consent and their acknowledgement of the loss of their right of withdrawal;
- The supply of services fully performed before the end of the withdrawal period, where the performance has begun with the customer's prior express consent and their acknowledgement of the loss of their right of withdrawal;
- For items for which an assembly and/or installation service (optional and not mandatory) is offered (furniture, wall beds, etc.), where the customer has expressly requested that the performance of the said service begin before the expiry of the withdrawal period and has acknowledged that they will lose their right of withdrawal once the service has been fully performed.