

GENERAL CONDITIONS OF SALE

Rules of partnership between the client (the principal) and GESTION CREDIT EXPERT (the agent)

INTRODUCTION

INFORCREDIT is the business name of GESTION CREDIT EXPERT used for civil investigations and commercial information.

Relationships between the company GESTION CREDIT EXPERT (hereinafter referred to as "INFORCREDIT") and its clients are governed by these General Conditions and by the Special Conditions defined in the "specific investigation request".

INFORCREDIT'S commercial information is accessible without a subscription, at the rate in force.

Preferential pricing conditions are possible for bulk orders or promotional offers.

Each information report concerns one natural or legal person at a single address.

The commercial information collected is intended exclusively for client use, and cannot be communicated, duplicated, or assigned free of charge or for a fee to anyone, and particularly not to the natural or legal person that is the subject of the investigation, under penalty of damages.

INFORCREDIT, bound by an obligation of means, cannot be held liable on the basis of information provided in good faith, and the user must determine what action it intends to take, or not take, as a result of a financial commitment it undertakes alone and for which it bears full liability in the event of damage or loss.

INFORCREDIT shall make every effort to meet the agreed deadlines for provision. These are given for information purposes and are calculated in business days in France or abroad.

ARTICLE 1 - ENFORCEABILITY

- These General Conditions are systematically sent or delivered to each applicant to inform them of the services offered by INFORCREDIT.
- These General Conditions are accepted systematically and in advance online and on digital networks or by reference through a purchase order or equivalent document, signed on paper, by any CLIENT in view of an order for services from INFORCREDIT.
- No special condition may, without formal written acceptance from INFORCREDIT, take precedence over these General Conditions in the event of contradiction.
- Any condition other than these General Conditions, which may be invoked by the applicant without prior express acceptance by INFORCREDIT, shall not be binding on the latter, regardless of when it is brought to its attention.
- These General Conditions can be consulted online on our website.

ARTICLE 2 – TERRITORIALITY (Time and Costs)

- The times and costs for performing the investigation (hereinafter "Investigation(s)") exclusively refers to Investigations concerning natural and legal persons based in the territory of metropolitan France and Corsica. Any Investigation that must be undertaken in French overseas departments and territories and abroad will systematically be subject to an individual quote.
- Investigations carried out abroad shall be subject to special conditions set on a case by case basis.

ARTICLE 3 - OBLIGATIONS OF INFORCREDIT

- It is understood that for all the obligations set out in these General Conditions, INFORCREDIT is bound, in relation to the client, who acknowledges the same, only by an obligation of means.
- INFORCREDIT undertakes to implement all means required by the mission.
- INFORCREDIT is not required to provide exhaustive information. If the research conducted leads to providing the client with information of which it was already fully or partially aware, the client must nonetheless pay INFORCREDIT for the services performed.

ARTICLE 4 – ORDERS FOR SERVICES

- The client, as and when the need arises, will send INFORCREDIT, by mail, fax, secure internet or email, its investigation request, primarily using a copy of the “information request forms” that it has been sent, duly completed in printed characters, specifying, in addition to the services being ordered, the name of the natural or legal persons, their addresses, date of birth or Trade and Companies Register number, etc. (this list is not exhaustive), spelled correctly.
- The CLIENT expressly acknowledges that it undertakes, in this context, not to transfer to INFORCREDIT documents of a personal nature, the collection of which does not comply with the provisions of Law no. 78-17 of 6 January 1978, particularly article 8 thereof, including but not limited to data regarding the racial and ethnic origin of a natural person, data regarding their health, injurious or defamatory data.
- With regard to injurious or defamatory data in particular, the CLIENT has been informed that INFORCREDIT'S information system contains an automated software filter that includes a list of words excluded from INFORCREDIT'S information system, which mainly consists of insults, forbidden terms, data it is forbidden to collect, and the parties understand that such an automated filter cannot be considered 100% effective and does not exempt the CLIENT from informing and training its staff in contact with INFORCREDIT'S information system to comply with these General Conditions and with the Law.
- For all investigation requests regarding a married couple living under the same roof, it is expressly agreed that INFORCREDIT will invoice for its services twice (husband and wife) on the condition that the information provided is different, with the exception of property assets systematically researched for each individual and invoiced individually.
- In the case of research into solvency with regard to moveable and/or immovable assets, it is expressly agreed that the reference address provided by the client to INFORCREDIT must be correct. Failing this, research to determine the new address will be carried out automatically and invoiced separately.
- With regard to services for “immovable Assets” and “SCI Study”, the prices are understood to be a fixed rate covering the detection of a maximum of two assets; beyond this limit a quote will be supplied.

ARTICLE 5 - PRICE – INVOICING AND PAYMENT TERMS – SUPPLEMENTARY INFORMATION

- **Price:** service prices are determined according to the scale in force on the day the order is made; these scales are available to clients. Special cases will be subject to a quote. The amount for services provided by INFORCREDIT may increase according to the complexity of the investigation, and particularly if the natural or legal person who is the subject of the investigation:
 - o Performs multiple professional activities in different establishments and/ or companies,
 - o Holds significant assets comprising directly owned property or other assets, or is resident abroad,
 - o Has offshoots (subsidiaries, etc.) in France or abroad.
- **Invoicing:** In general, provisions are requested. The performance of services is subject to payment. Final invoices are issued after investigations have been carried out. These invoices contain all the mentions set out in article 31 of the order of 1st December 1986, and also include the discount conditions applicable or specify that no discounts will be granted. Unless instructed otherwise in writing, any invoice shall be issued in the name of the party who approved the request or quote. When the services are requested by an agent of the client, this agent shall, in all cases, be responsible for the payment of invoices issued.
- **Payment:** Invoices are payable upon receipt. In the event of delayed payment, INFORCREDIT may suspend all ongoing services, which may relate to other orders, without prejudice to any other form of action. In the event of delayed payment, the amounts due will incur an amount of default interest at an interest rate applied by the Central European Bank to its most recent refinancing operation plus 10 (ten) percentage points. The resulting rate cannot be higher than the usury threshold set annually by Banque de

France. These penalties can be attributed at the service provider's request. In the event of default on payment, 48 hours after notice has been issued with no response, the contractual relationship shall be terminated as of right, if deemed appropriate by the service provider who may request, in an urgent application, payment of the sums due, without prejudice to any other damages. The party requesting the services must reimburse all costs incurred for the judicial recovery of sums due, including public officials' fees.

- **Urgency:** when an Investigation request is specified as “urgent”, the investigation will be performed within 5 to 10 business days (subject to exceptions) and its pre-tax cost will be increased by 50%, except in special cases.
- **Supplementary information:** in the context of investigations entrusted by the CLIENT to INFORCREDIT, it is expressly agreed that, considering the nature of the services, the CLIENT has the right to request supplementary information following the provision of a first investigation report by INFORCREDIT. This supplementary information may be requested by the CLIENT during the two (2) months following the month in which the report is provided. As such, and by way of example, for an investigation report provided in July, the CLIENT may ask INFORCREDIT for further information relating to this investigation request until 31 August of the same year, and INFORCREDIT shall then keep the data concerned until that deadline in order to meet any supplementary information requests from the client. Beyond this period, the CLIENT is notified that INFORCREDIT implements a secure archiving policy with limited access to these archives for its staff (article 5.6).
 - This investigation report is provided to the client by being made available in a space allocated to the CLIENT on INFORCREDIT'S extranet (hereinafter “the Extranet”). The investigation report can be downloaded by the CLIENT for a period of 6 months, from the date it is made available on the Extranet.
 - In any case, at the end of a period of 6 months from the date it is made available, the investigation report will be subject to intermediate archiving (hereinafter “intermediate archiving”).
 - Upon intermediate archiving, the investigation report will be transferred to a dedicated space accessible only by authorised INFORCREDIT staff. The duration of intermediate archiving is three calendar months at the end of the current calendar quarter.
 - It is specified that the CLIENT cannot access the investigation during the intermediate archiving period. However, in exceptional circumstances, to be determined at the discretion of INFORCREDIT, the latter may send a copy of the report to the CLIENT by whatever means they deem appropriate.
 - At the end of the intermediate archiving period, the investigation report will be permanently deleted. From then on the report will no longer be accessible as it will no longer exist.
 - It is expressly agreed that at the end of the intermediate archiving period, no claim of any kind will be accepted with regard to the investigation report.
- **Request to restore the file:** the CLIENT can ask INFORCREDIT to resume its investigations into a file that has already been entrusted. Considering the fact that the CLIENT is extending the term of contract it entered into with INFORCREDIT at the time of the original request, the CLIENT shall authorise INFORCREDIT to unarchive the original investigation report to update its research.

ARTICLE 6 – ACCESS - DISCRETION - CONFIDENTIALITY

- **Access to the information system** via the INFORCREDIT website is reserved for the CLIENT who is sole guardian and responsible for all usernames and passwords used for the CLIENT'S authentication; according to INFORCREDIT recommendations, these usernames and passwords must be changed regularly by the client. INFORCREDIT also recommends that the client set up an access policy for the INFORCREDIT information system, to limit the number of parties with access, to train them with discretion and confidentiality and more generally in accordance with these General Conditions.
 - **INFORCREDIT undertakes to keep confidential** information and documents of any nature whatsoever concerning the other party, to which it may have access in the performance of this contract. The two parties will, with regard to their staff, take all necessary measures, under their own liability, to ensure the confidentiality of all the information and documents referred to in the paragraph above.

- **INFORCREDIT undertakes to perform its services with the utmost discretion.** Information is scrupulously monitored. It is provided openly, in good faith, and INFORCREDIT refuses, in advance, to divulge the sources or means used to obtain it.
- The report is intended for the CLIENT only. It can only be communicated, like the information it contains, in full or in part, to third parties or interested parties the report concerns. Furthermore, under the terms of article 226-13 of the Criminal Code: “the disclosure of information of a secret nature by a person who is custodian of that information, either due to their status or profession, or due to a temporary role or mission, is punishable by one year’s imprisonment and a € 15,000 fine”.
- In accordance with law no. 78-17 Law on Information Technology and Civil Liberties of 6 August 1978 amended on 6 August 2004, INFORCREDIT undertakes to take all necessary precautions with regard to information it collects itself as part of the specific mission, provided that this information constitutes, pursuant to the law, data of a personal nature, “to preserve the security of this data and, in particular, to prevent it from being distorted, damaged, or accessed by unauthorised third parties” (Art. 34). The security measures taken by INFORCREDIT comply with professional standards in these circumstances, such as, in particular, implementing a firewall against fraudulent intrusion, implementing anti-virus software on INFORCREDIT systems, isolating data in a secure place, etc.
- Furthermore, the CLIENT, as the party giving the order and liable for the processing, undertakes to comply with article 32, Chapter V of the Law on Information Technology and Civil Liberties of 6 January 1978, as amended, on the obligation to inform the person concerned by the investigation request.

ARTICLE 7 – USE OF SUBCONTRACTORS

- The investigations are directly performed by GESTION CREDIT EXPERT investigators and analysts.
- An outside partner (in France or abroad) can be contracted to investigate on a civil investigation, credit report or a real estate valuation.

ARTICLE 8 – RECORDS RETENTION DEADLINES

- Records will be destroyed once the retention period of 6 months will have ended.

ARTICLE 9 - JURISDICTION

Any dispute or litigation regarding the performance of services under the General Conditions shall be subject to the exclusive jurisdiction of the Courts of Toulouse.

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