



General Terms & Conditions

TradeInSight – TradeIn Pilot – June 2020

CONFIDENTIEL

TRADEIN INFORMATIONS ET SERVICES

1. The scope

The website www.tradeinsur.com (hereinafter, the "Site") is published by Tradeln Holding, a SAS with a capital of approx. 1,5M euros, whose head office is located at 165 Avenue de Bretagne in Lille (59000), registered with the Lille Metropole RCS under number 879 684 678, (hereinafter "Tradeln" or "the Publisher").

- Tradeln Courtage is a subsidiary of Tradeln Holding, an insurance broker registered under number 18 005 674 with ORIAS (www.orias.fr) and under siren number 841 059 157 (RCS de Lille Metropole).

- Tradeln Technologies is a subsidiary of Tradeln Holding, the object of the company is, in France and abroad, the development of software and technological solutions, registered under siren number 882 650 591 (RCS of Lille Metropole).

- Tradeln Information and Services is a subsidiary of Tradeln Holding, the purpose of the company is, in France and abroad, to provide financial information, registered under siren number 882 651 649 (RCS of Lille Metropole).

These general conditions of sale (hereinafter, "GTC") are applicable to all commercial relations between Customers and Tradeln. They are intended to govern access and use of the commercial risk prevention services (hereinafter, the "Services") offered on the Site.

These GTC may be modified at any time by Tradeln without notice by posting a new version of them on the Site. The date of posting of these GTC being the date of entry into force, unless expressly stipulated to the contrary, the modifications will therefore be enforceable against any Customer from that moment on. The update date appears at the top of these GTC.

The applicable GTC are those online on the Site, on the subscription date.

To access the Services presented on the Site, the Customer must first be registered and hold an account. Registration is payable and subject to an annual subscription cost to which the Customer must subscribe.

Any legal person who registers on the Site is defined below as a "Customer".

These GTC written in french prevail over all other general or specific conditions of the Customer.

2. Acceptance of the GTC

Any subscription to the Services on the Site requires full acceptance of the GTC in force by the Customer by checking the box provided for this purpose.

By accepting the GTC, the signatory Customer confirms that he is the corporate officer of the company and / or holds an authorization granting him the right to subscribe to a subscription on behalf of his company on the Site and have access to a lawful and authorized means of payment on French territory having a discharge power and accepted within the framework of these GTC.

By signing these GTC, I adhere on an honorary basis as a member to the mutualist policy and strategy of the Tradeln group. In this context, my data can be used to form a union of common interests to protect against unpaid customers and secure the receivables.

3. Services

The Services presented on the Site are exclusively reserved for subscribed Customers defined in article 1 of these GTC.

The company TradeIn Informations et Services offers, in the form of an annual subscription, collaborative services for prospecting and preventing commercial risks:

(i) Prospecting and risk prevention: Monitoring the payment behavior of all of the Site's Customers by manually or automatically collecting or researching financial information or / and loading billing information for each of the Customers;

(ii) Access to the Site's database.

The dynamic database (distributed ledger) is stored on a blockchain. Each proprietary data is secure and remains accessible exclusively to the Customer who owns the data.

Only data relating to Customer payment experience scores are communicated and logged on the blockchain.

The different subscription offers are detailed on the Site according to :

- their content,
- their duration,
- their terms of renewal
- their price excluding tax.

In the event of a promotional offer, it will be specified:

- the duration
- the savings achieved,
- beneficiaries

3.1 Creation of the Client account

The Customer registers his account on the Site by entering all the information relating to the company (Siren, sector of activity, corporate officer, number of Customers or maximum prospecting requests, email address, number of user accounts etc ..), choose his password then select the subscription corresponding to the offer signed between TradeIn and the Client. At the end of the registration, the Client's users receive a validation e-mail on the e-mail address entered when creating the account. After validation of the email address, the user of the Customer account has access to the platform after receipt of payment for the Customer subscription by transfer or credit card.

The identifiers provided to the Client's users which allow him to access the Client account are strictly confidential and personal.

The user of the Client account is solely responsible for any use that may be made of his identifiers or his account and vouches for their confidential nature, and consequently, for any use that may be made of his account.

In any event, the Client undertakes to immediately inform TradeIn of any use that he has not authorized and of any breach of the confidentiality or security of his identification data, through the contact form on the Site.

If TradeIn has legitimate reasons to believe that the integrity or security of the Site is compromised or that a misuse of the Services offered on the Site is due to an unauthorized use of the Client's identification data, TradeIn may delete the account.

The Client agrees to collaborate with TradeIn and in particular to modify his identification data.

If, through the fault of the Customer, unauthorized use is made of his identifiers, the Customer will be exclusively responsible for any act resulting from the misuse of the Site or the Services. TradeIn can in no way be held responsible for any loss or damage resulting from non-compliance with the Client's obligations stipulated in these GTC.

3.2 Operation of the clients risk analysis

The Prospection Service is based on a manual search by the Client or the user of his prospect in order to obtain information relating to the prospect's financial situation.

The Prevention Service is based on the provision, by the Customer, of access to its accounting tool and to its Customer portfolio in order to assess the payment terms of its Customers. Based on an algorithm developed by TradeIn, TradeIn analyzes the risks of non-payment and late payments and issues a risk rating for the Client's payment behavior (hereinafter, "Results"). The Results are recalculated regularly on the basis of the data entered by the Client in his accounting tool.

Use of the Services entails the Customer's full acceptance of the following obligations :

- The publication of the Results on the Site, it being specified that only the Customers of the Site have access to them ;
- The obligation for the Customer to provide accurate, up-to-date information on a regular basis. The Client guarantees in this regard that he has all the property rights or other authorizations on the information and that he can communicate them to TradeIn for analysis and dissemination of the Results on the Site.

TradeIn reserves the right to delete or prevent access to the Results or even to delete the account of any Client (under the conditions defined herein) in the event that the information communicated by the Client and on the basis of which the Results are calculated and appear to him to be inaccurate, obsolete or misleading.

3.3 Limits on the use of the Site

With a view to the proper use of the Site, the Customer and its users in particular refrain from:

- To use the Site and the Service other than under the conditions provided for in these GTC;
- To make unauthorized use of the Site, in particular by reselling the Service or the Results of the Service to third parties or by communicating the Results of the Service to third parties;
- To attempt to extract or extract the content of the Site;
- To use the Site and the Service under conditions liable to damage them, directly or indirectly;
- To download or publish any file containing computer viruses;
- To violate or attempt to violate the security and authentication measures put in place by TradeIn or its service provider;
- To probe, scan and technically analyze the site;
- To retrieve or attempt to retrieve any information on other Customers of the Site;
- To hinder the proper functioning of the Site and its functionalities for any reason whatsoever, and by any means whatsoever;

- To attempt to use the features of the Site to which the Customer does not have access by any means whatsoever;

In general, the Customer and his users undertake in particular to:

- Not to use the Site contrary to the rules and laws in force;
- Do not ignore the rights of third parties, and in particular intellectual property rights, personality rights or image rights;
- Do not post illegal content, contrary to public order and good morals.

In the event of a breach of these GTC, TradeIn reserves the right to take any action, including legal action against the Client and its users.

4. Rights and obligations of TradeIn

TradeIn reserves the right, without notice or compensation to change the operational methods, servers and hours of accessibility, to temporarily or permanently close the Site or access to the Service in order to carry out updates or modifications.

Likewise TradeIn reserves the right to make to the Site and its Service any modifications and improvements it deems necessary or useful for the proper functioning of the Site.

5. The prices

TradeIn freely determines the prices corresponding to the Services offered to the Client and to the chosen subscription offer.

The price of this subscription is the result of an offer signed between the Client and TradeIn. This price is subject to revision without notice and will follow a new TradeIn offer to the Business Client.

Prices are expressed in euros and include all taxes (TTC), and excluding special or promotional offers.

The prices of the subscriptions are those in force on the day of their subscription. Any change in prices has no effect on current subscriptions.

6. Subscription and payment of the subscription

Customers subscribe to subscriptions on the Site and proceed to payment.

Subscriptions can be made by bank card (Visa, MasterCard, CB, e-credit card, etc.) by indicating on the subscription form the card number, its expiration date, the cryptogram (last 3 digits on the back of your card) and / or bank transfer.

The subscription will only be definitively registered after confirmation of payment corresponding to the price of the Service indicated in the offer (see article 5).

From the registration of the subscription, a confirmation email is sent to the Customer. It is recommended to keep it, this will establish the proof of the subscription. In the event of non-receipt, it is the Client's responsibility to inform TradeIn.

The responsibility of TradeIn cannot be accepted in the absence of confirmation of the subscription.

TradeIn reserves the right to refuse any subscription from a Client with whom there is a dispute and / or has a level of subscriptions considered abnormal.

7. Duration - Termination of subscriptions

Subscriptions are taken out for a period of one (1) year and tacitly renewed for an identical period on each anniversary date of the conclusion of the contract.

When the Customer has paid by SEPA direct debit, the Customer's Account will be automatically debited on the date of renewal of the Contract.

When the Customer has paid by credit card, an invoice containing an online payment link will be sent to him one month before the renewal of the Contract. If it is not paid within forty (40) days of receipt, the Customer's and its users' access to the Services will be suspended.

The Customer may terminate the subscription by giving notice of two (2) months before the anniversary date, notified by registered letter with request for acknowledgment of receipt.

The termination, for any reason whatsoever, of the subscription contract entails the removal of the Customer's access to the Services. However, the Customer keeps the data of his user accounts.

TradeIn reserves the right to terminate the subscription in the event of misuse of the rights resulting from the subscription after formal notice, notified by registered letter with request for acknowledgment of receipt OR e-mail, to the address that he provided information on the Site www.tradeinsur.com which remained unsuccessful for a period of fifteen (15) days.

The Customer can permanently delete his account on the Site, by sending an email to Customer Service at any time and without notice. Unless the Customer expressly requests to delete the Results on the Site, the Customer acknowledges that the Results will remain accessible on the Site to other Customers.

The Customer acknowledges that the deletion of the account will not result in a refund of the price of the subscription on the day of the deletion of the account.

TradeIn reserves the right to proceed with the deletion of all types of inactive accounts, that is to say accounts for which any Client has not used the Site for two (2) years from the last contact. The Customer will be informed by e-mail, at the address he entered on the Site, of the deletion of his account with reasonable notice.

8. Right of withdrawal

Pursuant to article L.221-18 of the Consumer Code, if the Customer is a consumer or a professional (provided that the subject of the contract does not fall within the scope of his main activity and the number number of employees employed by the latter is less than or equal to five), he has a right of withdrawal in the event of a subscription.

However, in accordance with article L.221-28 of the Consumer Code, the right of withdrawal cannot be exercised for contracts for the supply of services fully executed before the end of the withdrawal period and whose execution has started after express prior consent of the consumer and express waiver of his right of withdrawal. The Customer acknowledges that by taking out the subscription, he has access to the Services before the end of the withdrawal period and, therefore, he expressly waives his right of withdrawal.

9. Intellectual property

The Site as well as the software, database structures, Results, texts, information, analyzes, programs, images, photographs, graphics, logos, sounds or any other data contained on the Site remain the exclusive property of TradeIn or, as the case may be if applicable, from their respective owners with whom TradeIn has entered into user agreements. They may not under any circumstances be reproduced, used or represented without the express written permission of TradeIn, under penalty of legal proceedings.

TradeIn grants the Client a non-exclusive and non-transferable right to use the Site as well as the original intellectual works and data (including the Results) contained on the Site. The right thus granted consists of (i) a right to consult online the original intellectual works and data (including the Results) contained on the Site and (ii) a reproduction right consisting of printing and / or a backup of these original intellectual works and data consulted (including the Results). This right of use is understood only for strictly private use. All other rights are expressly reserved by TradeIn.

Any other use of the Site by the Client and its users is prohibited without the express written permission of TradeIn.

The Client and its users in particular refrain from reproducing and / or representing, downloading, selling, distributing, transmitting, translating, adapting, exploiting, distributing, disseminating and communicating in full, for any use other than private use, in a non-exhaustive manner, or partially in any form whatsoever, whether commercial or not, any original intellectual work or data contained on the Site (including the Results).

The Customer and its users also refrain from entering data on the Site which would modify or which would be likely to modify the content or appearance of the data, the presentation or the organization of the Site or the works appearing on the Site (including the Results), and by any means whatsoever.

10. Hypertext links

Any hypertext link to the Site is strictly prohibited without the express authorization of TradeIn. TradeIn is not responsible for hypertext links pointing to this Site.

11. Personal data

(See also the general conditions GDPR TradeIn Informations & Services)

11.1. Personal data processing

Personal data processing

The Client and its users are informed that the use of the Services gives rise, for TradeIn, data controller, to the collection and automated processing of personal data concerning him, the use of which is subject to the provisions of Law no. ° 78-17 of January 6, 1978 relating to Computing, Files and Freedoms as amended known as the "Data Protection Act" and to the European Data Protection Regulation No. 2016/679 of April 27, 2016 known as "GDPR".

Legal basis for the processing of personal data

The legal basis for processing is the execution of these GTC. The data collected is necessary for the provision of the Services. In the absence of provision of this data by the Client, TradeIn will not be able to provide said Services.

Purpose

This data is kept and used only for the purposes of providing the Services and monitoring commercial relationships.

Consequently, the information concerning the Client may not be used by third parties and the Client may not receive offers from TradeIn partners by mail or e-mail without having given his prior consent.

Data collected

TradeIn may collect and process the following personal data:

- Client: Name, first name, email address, company name, position, landline and / or mobile phone;
- Payment data
- Technical and connection data relating to the Account.

Data whose collection is mandatory for the creation of an account and / or the use of the Services is indicated by an asterisk on the Site.

The duration of the conversation

The data are kept for the duration necessary for the purposes for which they are collected and processed. However, the data relating to the invoicing of the Services will be kept for a period of ten (10) years from the date of invoicing.

At the end of the retention periods, TradeIn will permanently erase the data still in its possession.

Hosting of personal data

The data is hosted by a service provider in the European Union

Recipients

TradeIn will transmit all or part of your data in order to provide the Services in accordance with these GTC to the provider in charge of payment and data hosting. If the Client subscribes to other services from TradeIn, his data will be transferred to TradeIn's partners: insurer, bank, insurance, and financing brokers.

When the Customer has consented, the data may be communicated to third party partners.

Rights of the persons concerned by the processing of personal data

In accordance with the Data Protection Act and the GDPR, the Customer has a right of access and rectification, limitation, portability, opposition and deletion of personal data concerning him. Finally, the Client has the right to define directives defining the manner in which he intends to exercise these rights after his death. The Customer may exercise this right by sending a letter to TradeIn Commercial Headquarters, 165 Avenue de Bretagne 59000 Lille France or an email to privacy@tradeinsur.com and attaching a copy of both sides of his identity document.

The Customer also has the option of deleting his account directly on the Site in accordance with Article 7 of the GTC.

The Customer has the right to lodge a complaint with the National Commission for Computing and Liberties (www.cnil.fr).

11.2. Transaction data

TradeIn collects and processes bank data for the payment of the price of subscriptions. These data are exclusively collected and processed by TradeIn for this purpose and are under no circumstances transmitted to third parties, except for the service provider in charge of the payment.

These data are only kept for the duration of the transaction and are permanently deleted once the payment has been validated.

11.3. Cookies

Cookies mean a small information file that the Site can send to the user's terminal allowing TradeIn to identify the user of the Site and the Services and to recognize him during its validity period.

Cookies are considered to be personal data.

The Site may use cookies in order to improve the personalized service intended for users of the Site. Cookies can be disabled or restricted by changing the corresponding settings in the internet browser. However, this is likely to result in the unavailability of certain features of the Site.

If the user of the Site accepts the use of Cookies, they will be kept for a maximum period of thirteen (13) months in accordance with applicable regulations.

12. Responsibilities

TradeIn is bound by an obligation of means in the performance of the Services.

In particular, it is the Customer's responsibility to ensure, prior to subscribing to the Services, that they are suited to their needs, that they have the appropriate equipment to access the Services and the skills to interpret the Results of the Services. TradeIn cannot therefore be held responsible for the adequacy of the Services to the Client's needs or for the interpretation or use it makes of the Results.

Although TradeIn takes particular care in the execution of the Services and the provision of Results that are as consistent as possible with the financial situation of the companies, the Client acknowledges that the quality and relevance of the Results depend on the data communicated by the companies of which TradeIn does not verify accuracy and completeness. Consequently,

TradeIn indicates that the content of the Site may contain errors or omissions, and that it is subject to change or be subject to update. The Customer who notices a broken link, an omission or an error, is invited to report it by sending an email to the webmaster.

TradeIn cannot be held responsible for facts other than those relating to the editing of the Site and the provision of the Services.

The Client acknowledges that TradeIn cannot guarantee the completeness of the content of the Site, the absence of modification by a third party (intrusion, virus), the availability or the performance of the Site.

TradeIn cannot be held responsible for the non-functioning, impossibility of access or malfunctions of the Site attributable to unsuitable equipment, malfunctions of the services of the Customer's access provider, to those of the Internet network.

To the extent of the applicable laws, the TradeIn API and the contents are made available to the Client "as is" without warranty of any kind.

TradeIn cannot be held liable for any damage of any kind, whether material, immaterial or bodily, which could result from a malfunction or misuse of the Site and the Services by the Client.

TradeIn reserves the right to interrupt access to all or part of the Site, to all or part of the Customers, temporarily for maintenance reasons aimed at the proper functioning of the Site, without notice and without this interruption giving rise to right to any compensation for the Customer.

The Customer declares that he accepts the characteristics and limits of the Internet, and in particular recognizes that data circulating on the Internet is not protected against possible misappropriation.

TradeIn's liability can only be incurred for direct damage suffered by a Client, resulting from a breach of its contractual obligations as defined herein. The Client therefore waives claiming compensation from TradeIn for any reason whatsoever, for indirect damages such as loss of profit, loss of opportunity, commercial or financial damage, increase in overheads or losses originating from or being the consequence of the execution hereof.

TradeIn cannot be held responsible for bad information communicated by the Client and its users.

Notwithstanding the preceding provisions, the liability of TradeIn under the terms of these GTC may not exceed an amount equal to the sums paid or payable during the transaction giving rise to said liability, whatever the cause or form of the action concerned.

13. Force majeure

The Parties cannot be held responsible for any breach of any of their contractual obligations in the event of a case of force majeure as defined by case law.

Upon discovery of the force majeure event, the Party wishing to invoke it will notify the other Party by registered letter with acknowledgment of receipt.

In the event of force majeure, the obligations arising from the subscription contract are suspended for its entire duration, without this being able to give rise on either side to any compensation whatsoever.

However, if the case of force majeure continues over a period of more than five (5) consecutive working days, the subscription may be terminated by the subscriber by letter sent by registered mail with request for acknowledgment of receipt to Customer service.

14. Miscellaneous

In the event that one of the terms of the GTC would be considered illegal or unenforceable by a court decision, the other stipulations would remain valid.

TradeIn's computerized registers will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

15. Litigation and competent courts

In the event of difficulty relating to the interpretation and / or application of these GTC, the Parties will try as far as possible to resolve their dispute amicably.

In the event of failure of these attempts, all disputes to which this present document may give rise must be brought, even in the event of multiple defendants or a guarantee call, before the competent courts within the jurisdiction of the Court of Appeal of Lille Metropole.

16. Customer service and free complaints procedure

For any questions, TradeIn Customer Service can be contacted by email: contact@tradeinsur.com