

Terms of Use

“Benchmark Service” refers to the service allowing the comparison of the logistic rates provided by the User with the rates referenced by UPPLY in order to provide the User with the means to optimize his logistics process.

“Business Data” means any data provided by the User during the use of Services apart from the Personal Data as defined in the [Privacy Policy](#).

“Us” or “Our” or “UPPLY” or “the Publisher” means Upplly, a public limited company with an Executive Board and a Supervisory Board with share capital of EUR 100,000.00, having its registered office located at: 26 Quai Charles Pasqua, Espace Seine, 92300 Levallois- Perret, France, identified under No. 518 618 608 RCS Nanterre.

“User(s)” or “You” and “Your” means any individual who accesses and uses this Website, including individuals who have registered and those who have not registered.

“Services” means services provided by the Website including the Benchmark Service and the Smartscan Service.

“Smartscan Service” refers to the service allowing the simultaneous comparison of several logistic rates provided by the User through a computer file and the rates referenced by UPPLY in order to provide the User with the means to optimize his logistics process.

“Terms of Use” means the terms which govern Your access and Your use of the Website.

“User-Generated Content” or “UGC” means any recommendations, suggestions, enhancement requests or other feedback submitted by the User through his profile.

“Website” means the website proposed by the Publisher accessible via the following link : www.upply.com.

Preamble

UPPLY has decided to publish, manage and make this Website available. Access to the Website is subject to compliance with these Terms of Use.

Access to and use of this Website by the Users implies the full acceptance of the Terms of Use. The applicable Terms of Use are those in effect on the date of each User's connection to the Website. It is specified that UPPLY remains free, at any time, to enhance, modify, correct or delete all or part of the Terms of Use. These amendments shall be deemed to have been brought to the attention of the Users simply by putting them online. Nevertheless, in case of substantial modification concerning the Terms of Use, the Publisher may notify expressly this modification to the User by email. In any case, the Terms of Use are deemed to be accepted without reservation

by any User accessing the Website after their posting online. Therefore, the User is invited to refer to them upon each visit in order to read the latest version available on the Website.

1) Purpose of the Website

The main objective of this Website is to provide news, information and some data in respect to certain transport services.

2) Website access

Anyone with access to an Internet connection can access this Website. Access to our Services is free but the Benchmark Service of more than 10 (ten) requests and the Smartscan Service require prior registration from the User. The user is informed that access to the Site and registration on the Site does not include any obligation to purchase.

UPPLY reserves the right to modify, suspend, restrict or interrupt access to all or part of the Website, including access to its content and functionalities, or the availability of the Website, without prior notice.

All equipment that the User uses to connect to the Website must at all times be compliant with and meet the requirements under applicable legislation, rules and regulations. In the event of any disruptions in the Website that can be traced back to the User's equipment, the User shall immediately disconnect the equipment that is causing the disruption.

The User is informed that the Website is optimized for use with a current generation browser. The User undertakes to access the Website using virus-free equipment, and not to use the Website to store or transmit Malicious Code or interfere with or disrupt the integrity or performance of the Website. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

3) Creation of an Account

In order to have access to all the functionalities of the Website and in particular to the Benchmark Service beyond 10 (ten) queries and to the Smartscan Service, the User must first create an Account, according to the conditions specified below.

The User creates his Account:

- by filling in the registration form by means of the required information indicated as such, including his email address
- by creating a password which he undertakes not to divulge and to keep strictly personal
- by accepting these Terms of Use

The use of the Account by the User is personal. The User is therefore solely responsible for the actions he carries out via his Account.

The User guarantees to provide UPPLY with accurate, sincere and genuine information, in particular to enable his identification.

4) Use of the Website by the User

4.1. General obligation

The User agrees to use the Website in accordance with the provisions of the Terms of Use.

The User agrees in particular to:

- not disturb the functioning of the Website
- keep the confidentiality of his identifiers and password by not communicating them to anyone
- not interfere with privacy, business secrecy, or secrecy of correspondence by using the Website
- not reproduce, represent or communicate to the public in any way whatsoever all or part of the Website
- not develop, support, or use software, devices, scripts, robots, or any other means or processes (including, but not limited to: spiders, browser plug-ins, add-ins, or any other technology, or any physical work to perform web scraping of the Website and / or Services
- not extract, reuse, store, reproduce, represent or preserve, directly or indirectly, on any medium, by any means, and in any form whatsoever, all or part of the Website which constitutes a database protected by the law.

The User undertakes generally not to disrupt the legal and regulatory requirements applicable to the Website and in particular the provisions of the Code of Intellectual Property.

Users are responsible for the use of their Account and for maintaining the security and confidentiality of their identifiers and passwords. If the User knows or suspects that a third party knows or uses his username or password, the User must notify UPPLY as soon as possible at (link).

UPPLY has the right to disable any User Account, login and / or password, whether chosen by the User or assigned by UPPLY, at any time, if in the reasonable opinion of UPPLY, the User has failed to comply with any provision of the Terms of Use.

4.2. Provision of User Content

The User undertakes to make available to UPPLY contents of which he is the author or that he is authorized to publish.

The User undertakes, in the context of the use of the Site, not to distribute content, whatever it's nature or form is:

- infringing on the right to the image or the respect of the private life
- to advertise or constitute the dissemination of advertisements
- infringing on the intellectual property rights of third parties, in particular with regard to copyright or trademark law

- affecting the interests and rights of third parties
- inciting hatred, violence, committing a crime, a crime or an act of terrorism or suicide

- considered insulting, threatening, defamatory, xenophobic, racist, anti-Semitic, pornographic, pedophile, revisionist, homophobic, sexist
- containing any virus or computer program likely to interrupt, alter, destroy or limit the functionality of any computer or computer network
- in breach of business secrecy or secrecy of correspondence
- and, in general, any content contrary to the law, public order and morality

The User is solely responsible for the content he makes available on the Site.

UPPLY reserves the right to delete any obviously illicit User Content that has been reported to it by a User, in accordance with the legal provisions in force and provided in particular in the LCEN of June 21, 2004. The responsibility of UPPLY can not in any case be sought in the case of exercise of this faculty.

The User expressly authorizes UPPLY to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display its User Content on the Website, on social networks and / or any other medium (including physical and digital media, press kit, commercial support, promotional and / or advertising material), by any means, for the purposes of exploitation, improvement, promotion, marketing, advertising of the Services offered by UPPLY and the Website. This authorization is valid from the date of acceptance and granted for a period of ten (10) years from the date of acceptance.

The User declares and warrants that any document, information, data and User Content provided to UPPLY during his use of the Website and / or the Services are accurate and up-to-date at the time of the communication.

The User guarantees UPPLY against any trouble, action, claim, opposition, claim or eviction whatsoever from a User or a third party who considers that User Content infringes his rights, as well as against any damage or liability incurred in the exercise of the rights attached thereto and undertakes to cover all the damages or costs, legal costs or otherwise, that UPPLY may have to bear because of the Content made available by the User.

5) Intellectual property

The Website and all its constituting elements (including but not limited to all know-how, trade secrets, texts, presentations, videos, photographs, downloadable documents, graphical charter, interfaces, database, trademarks and logos...) and related software are protected by intellectual property rights (including but not limited to copyright, "*droits d'auteur*", sui generis right of the producer of databases, trademarks, designs, domain names...) and neighbouring rights owned exclusively by UPPLY and/or its licensors.

These Terms of Use do not imply any assignment of any kind of intellectual property rights to the UPPLY-owned items for the benefit of Users.

UPPLY grants Users the right of access to the Website on a non-exclusive, personal, non-transferable basis and for use in accordance with the conditions defined in these Terms of Use.

Except in the cases expressly permitted by UPPLY in advance and in writing, the User will not exceptionally exploit, reproduce, modify, represent, disseminate, edit, translate, adapt, extract or publish, all or any part of the Website and/or its constituting elements, in any form/format whatsoever, on any media whatsoever and for any purpose whatsoever (commercial, advertising or other).

The User is also prohibited from infringing, directly or indirectly, the intellectual property rights of UPPLY and is prohibited from exploiting in any way whatsoever the names, trademarks, logos, software, information, databases and all documents communicated to it, generally, in the case of the execution of these Terms of Use.

Non-compliance with these conditions may in particular constitute an act of counterfeiting and / or unfair and parasitic competition, involving the civil and / or criminal liability of the User.

5.1 Reports prepared by UPPLY at the request of the User

Following the request of the User via the Smartsan Service, UPPLY can provide it with cross ratios concerning the comparison of the logistic prices provided by the User with the logistic prices referenced by UPPLY. These reports are fully protected by the intellectual property rights of which UPPLY is the sole owner.

Notwithstanding the foregoing, UPPLY grants the User a non-exclusive, non-transferable and not conceded right to access and use these reports only for its own internal business purposes, for the duration of the property rights related to the exclusion of any other right. No property right whatsoever is assigned to the User.

5.2. Business Data provided by the User

UPPLY strives to provide the User with high quality services. To this end, UPPLY works to improve its Services through Your use of the Website.

The User expressly grants to UPPLY, free of charge, a worldwide transferable and sub-licensable license on the Business Data communicated to UPPLY during its use of the Website and / or the Services, for their full term of protection so that UPPLY uses data for its own commercial purposes, in particular to improve the Services of the Website.

In particular, the User grants UPPLY the right to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display the elements, information and Company Data in its Service Benchmark database. and Smartsan Service without prejudice to the intellectual property rights of UPPLY and / or its licensors.

The User expressly authorizes UPPLY to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display its Company Data on the Website, on social networks and / or any other media (including including the physical and digital media, press kit, commercial support, promotional and / or advertising material), by any means, for the purposes of exploitation, improvement, promotion, marketing, advertising of the Services offered by UPPLY and the

Website. This authorization is valid for the entire time and for the term of protection that the Company Data may benefit from under the applicable legislation.

It is specified that no element identifying the User will be published on the Website or within the Services when UPPLY uses the User Data of the User. For more information on this, see section 6.

The User acknowledges and guarantees:

- that he has all the rights, consents and / or permissions necessary to use, provide to UPPLY, authorize UPPLY to receive, possess and use as indicated in the Terms of Use these Business Data
- that the provision of Business Data to UPPLY does not violate any rights of third parties, contract or any law or regulation.

The User shall indemnify and hold harmless UPPLY, its officers and employees from any claim, demand, action or proceeding brought against UPPLY by a third party alleging that the receipt, possession or use by UPPLY of such Company Data violates the right of a third party, a contract or any law or regulation, as well as against any damage or liability incurred in the exercise of the rights attached thereto and undertakes to cover all the damages or interests of justice (including legal fees, costs and expenses not included in the costs) that UPPLY may have to bear due to the Company Data made available by the User.

6) Confidentiality and protection of Your Business Data

UPPLY shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Your Business Data.

UPPLY may use Business Data in order to perform the Services, but without the Company Data and the User's identity being associated with it during the use, unless required to do so by law or unless the User expressly authorises it in writing.

It is specified that no element identifying the User will be published on the Website or within the Services when UPPLY uses the User Data of the User.

7) Hyperlinks

This Website may contain links to third party websites that are not under the control of UPPLY. UPPLY makes no representations, warranties or guarantees whatsoever about any other website to which the User may have access through the Website. When the User accesses a third-party website, the User does so at his/her own risk and acknowledges that UPPLY is not responsible or liable for any content, advertising, products or other materials and data available from such third-

party website. The User also agrees that UPPLY assumes no responsibility and shall not be liable for any loss or damage of any sort incurred as the result of using any third-party website. References to third party companies and websites on the Website are for informational purposes only and do not constitute an endorsement or recommendation.

Consequently, in respect of websites to which said hyperlinks lead, UPPLY will not, in particular, be held liable for their access conditions, the services proposed on them, their content and/or elements stored on them, updates made to them, etc... If the User decides to use a link to go from the Website to another website, the User does so at his own risk. Please remember that these Terms of Use are no longer in effect and You should read the Terms of Use applicable to the other websites.

8) Responsibility of UPPLY

In general, UPPLY can not be held liable for unforeseeable and / or indirect damages suffered by the User, such as, without this list being exhaustive, loss of profit, loss of opportunity, loss of income, loss of data, any financial or commercial loss, any commercial disturbance or any intangible damage such as image damage or damage to reputation.

Despite the care taken in creating and updating the Website, errors, inaccuracies or omissions may occur. To the extent permitted by French law and to the extent that the Services and all the functionalities of the Website are provided free of charge, UPPLY excludes all legal warranties applicable to the Website.

UPPLY can not guarantee to the User that the Website will meet its exact expectations or that no error will appear during its use. UPPLY does not guarantee the reliability or accuracy of the information on the Website, nor the compatibility of the Site with the specific uses of the User. In particular, UPPLY does not represent or warrant that the content of the Website will be error-free and that the Website platform will be free from viruses or other harmful elements, that the information disseminated is complete, up-to-date exact, used in practice or are physically accessible at the moment the User accesses the Website or that the errors and defects are corrected. The User must take his own precautions in this regard.

UPPLY can not be held responsible:

- (i) any improper use of the Website by Users or any other third party, or (ii) Content and Company Data made available by Users in connection with the use of the Website. In the event that the responsibility of UPPLY was sought by a third party due to a breach of the User to any of the stipulations of the Terms of Use, UPPLY may call the User as collateral

- in case of difficulty of transmissions or, more generally, any disruption of the telecommunications network and the Internet. It is up to the User to have the necessary skills and means (at the user's expense: internet access, telephone subscription, etc.) to access the different services;
- in case of inaccessibility of the Website, whatever the reason and / or its duration
- in the event of loss or damage suffered by the User or any third party as a result of a failure (i) of access to the Internet Service (ii), (iii) telecommunications means and (iii) iv), more generally, any fact not directly and / or exclusively UPPLY or any event of force majeure, as defined by the jurisprudence of the French courts.

The User acknowledges that the Website is currently hosted for UPPLY by the company Microsoft Ireland Operations Ltd registered as VAT Regn No. IE8256796U and domiciled at: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland (hereinafter referred to as "Microsoft"). To the extent permitted by applicable law, notwithstanding any other provision of these Terms of Use, the User acknowledges and agrees that UPPLY will not be liable for the acts and omissions of Microsoft. In addition, UPPLY does not warrant that hosting services will be uninterrupted, error-free, or risk-free. The User acknowledges and agrees that UPPLY uses an outsourced hosting environment and that UPPLY can not directly control the operations of that environment. By accepting these Terms of Use, the User confirms and agrees to comply with the Microsoft Terms of Service.

9) Applicable Law

The Terms of Use are subject to French law. These Terms of Use and the UPPLY [Privacy Policy](#) constitute the entire agreement between UPPLY and the User. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms.

The Terms of Use are established in English and in French. In any case, the French language version of these Terms of Use shall prevail over any other version.

In the event of any dispute arising out of the validity, interpretation and/or performance of the Terms of Use, UPPLY and the User agree to inform each party and try to find an amicable solution to their dispute before to take a legal action.

In the event UPPLY and the User fail to reach an amicable solution within three months after notification of the dispute to the other party, any dispute concerning the interpretation, validity, and/or performance of the Terms of Use shall be submitted to the competent courts of Paris, including in the case of multiple defendants or introduction of a third party, for proceedings aiming to obtain urgency or protective measures, in summary proceedings or on application.