

## GENERAL TERMS AND CONDITIONS OF SALE

### PREAMBLE

These general terms and conditions of sale (hereinafter, the "General Conditions" or "GCS") apply to any use by a Member of the Service offered by Hub One DataTrust and are accessible online at the following address: <https://www.hubone-datatruster.fr/en/cgv-fr-hub-one-datatruster/>.

Hub One DataTrust reserves the right to modify the content of these GCS at any time. Such modifications will result in the publication of a new version in accordance with the conditions of the "Legal Documentation" article below.

By signing the quotation issued by Hub One DataTrust ("Hub One DataTrust" or "HODT") for access to the Platform (and to benefit from Additional Services, if applicable) and into which these GCS are integrated, the Member acknowledges and accepts having read these general conditions without restriction or reservation.

### DEFINITIONS

For the purpose of these presents, the words listed below shall have the following definition when capitalised..

**Subscription** : means the contract between Hub One DataTrust and the Member, resulting from the latter's acceptance of these general conditions and one of the Subscription formulas offered by Hub One DataTrust available upon request from [service-clients@hubone-datatruster.fr](mailto:service-clients@hubone-datatruster.fr).

**Administrator** : means one or more Users designated by the Member, within their organisation, to manage Users' access rights to the Platform, their roles and perform certain tasks such as resetting User passwords.

**Alert** : means the functionality available on the Platform, by which a Member expresses their interest to other Members for a type of Data. This allows the Platform to send them Data Offers corresponding to their Alert.

**API** : means the interface through which an Acquiring Member accesses Data made available by the Providing Member, in real time.

**Contract** : means the agreement embodying the Transaction concluded between the Providing Member and the Acquiring Member to which Hub One DataTrust is not a party and defining the conditions for the exchange and use of Data. It is therefore a Data licence agreement between professionals, and not a distance sale, with the legal consequences that this would imply.

**Contract Template** : means the standard licence Contract template (Open Data or not) that the Platform offers to its Members for informational purposes. The Contract Template made available on the Platform can thus be configured by the Providing Member, according to the standard clauses proposed, to be adapted to the terms and conditions of exchange and use of the Data they wish. However, the Member always remains free to use their own Contract templates to contract with another Member.

**Open Data Contract(s)** : means the "open data" licence Contract chosen by the Providing Member to propose their Data Offer.

**Data** : means, indistinctly, all Data exchanged on the Platform between a Providing Member and an Acquiring Member, regardless of the Data transfer technology and the Contract used.

**Personal Data** : means any information relating to an identified or identifiable natural person (referred to as "Data Subject") in accordance with Article 4 of 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 ("GDPR").

**Special Categories of Personal Data** : means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

**File** : means the file(s) containing Data, uploaded to the Platform by the Providing Member and accessible by the Acquiring Member.

**Member** : means the legal entity (private or public law), having subscribed to the Subscription to the Platform and acting as a professional. It cannot therefore use the Platform and the Services offered therein as a consumer, a non-professional person or a natural person acting professionally. The legal entity Member will, however, always be represented on the Platform by one or more User(s).

**Providing Member<sup>1</sup>** : means the Member publishing a Data Offer on the Platform.

**Acquiring Member** : means the Member accepting a Data Offer via the Platform.

**Data Offer** : means the proposal of one or more Data, made by the Providing Member on the Platform, regardless of the transfer technology used (by File or API).

**Presentation Sheet** : means the description of service(s) related to data (e.g., data aggregation services, specific API design, predictive data models...), communicated by a Member to Hub One DataTrust so that the latter publishes it on the Platform. The Presentation Sheet is not a Data Offer and the services described therein cannot under any circumstances be subscribed to by a Member via the Platform. The terms of execution of such services are thus defined by the Members in an ad hoc contract concluded between them, outside the Platform; a contract to which Hub One DataTrust cannot under any circumstances be a party.

**Parties** : means jointly Hub One DataTrust and the Member(s).

**Platform** : means the platform managed by Hub One DataTrust on which Data Offers from Providing Members are proposed and, where applicable, Presentation Sheets, Themes and Alerts are published. To access the Platform, Members subscribe to a Subscription with Hub One DataTrust.

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<sup>1</sup> Means holder within the meaning of the applicable regulation

**Price** : with the exception of Transactions concluded free of charge, means the price agreed between the Providing Member and the Acquiring Member in consideration for the latter obtaining the Data, in accordance with the stipulations of the Contract. In the context of a Subscription, the Price may be monthly..

**Service(s)** : means access to the Platform via the Subscription contracted by the Members, allowing them to (i) publish or consult Data Offers, Presentation Sheets, Themes and Alerts and (ii) for Providing Members, to benefit from Additional Services as defined below.

**Additional Service(s)** : means the following services provided by Hub One DataTrust, at the express request of a Providing Member (or with their express approval) with the particular aim of facilitating the exchange of Data such as temporary storage, organisation, refining, formatting, conversion, anonymisation, pseudonymisation of Data.

**Payment Service** : means the service of a third-party payment service provider (hereinafter, the "Payment Service Provider" or the "PSP") to which the Platform may redirect Providing and Acquiring Members who wish to proceed with the payment of the Price. The use of the proposed Payment Service is in no way mandatory for Members and is in any event subject to the general conditions defined by the third-party PSP. These general conditions are available on the platform of said third-party PSP.

**Subscription (Data Offer)** : means the Data Offer by which a Providing Member proposes to Acquiring Members the successive supply of Files or Data of the same format, for a defined duration and periodicity in the Contract.

**Theme** : means a proposal for data set(s) published on the Platform by a Member. This proposal does not constitute a Data Offer but allows the Member who publishes it to gauge the interest of other Members in the proposed Data. Depending on the interest shown for the Theme, the Member who owns it may decide to publish a corresponding Data Offer on the Platform.

**Transaction** : means the operation concluded through the Platform, whether for consideration or free of charge, by which an Acquiring Member accepts a Data Offer proposed by a Providing Member.

**User** : means the natural person expressly authorised by the Member to use the Platform. The User has a personal account and is assigned an ID and password which must under no circumstances be communicated to a third party. Any action performed on the Platform with the User's IDs and passwords is deemed to have been performed by the latter. The Member guarantees that its User will comply with the Platform's Terms of Use annexed hereto (Annex 1).

## 1 - PURPOSE

These general conditions are intended to describe the terms of provision of the Services offered by Hub One DataTrust via the Platform as well as the conditions of access and use of the latter by the Member and its Users.

## 2 – LEGAL DOCUMENTATION

By signing the quotation issued by Hub One DataTrust for the use of the Services, the Member acknowledges and accepts having read these general conditions without restriction or reservation, these documents forming the contract concluded between Hub One DataTrust and the Member.

Hub One DataTrust reserves the right to modify all or part of the contract concluded with

the Member (including its prices) at any time, after having notified the Member at least one (1) month before the modification comes into force. The Member is automatically subject to the new stipulations. However, in the event of a substantial modification detrimental to the Member, the latter may terminate the Service concerned without penalty, by sending Hub One DataTrust a registered letter with acknowledgment of receipt within a maximum period of one (1) month following the effective date of the notification. Unless otherwise agreed between the Parties, the termination will take effect at the end of a period of one (1) month following the date of receipt of the Member's termination letter by Hub One DataTrust. It is understood that an increase of less than 20% compared to the price indicated on the Member's quotation cannot be considered a substantial modification.

### **3 – PLATFORM ACCESSIBILITY**

#### **3.1 Accès à la Plateforme**

Hub One DataTrust provides Members with means of access to the Platform 24/7 except in the event of interruption necessary for its proper functioning, such as a maintenance operation or for security reasons. This possible interruption does not give rise to any compensation. A support service, limited to requests relating to the use of the Platform, is made available to Users at the following address: [support@hubone-datatrust.fr](mailto:support@hubone-datatrust.fr).

The Payment Service for Transactions carried out by Members on the Platform is accessible via a secure platform operated by a third-party Payment Service Provider (PSP). Access and use of this service are governed exclusively by the general conditions of the third-party PSP and are available on the latter's platform. The Member acknowledges having to read and expressly and unreservedly accept them to benefit from the Payment Service. Consequently, payment operations are the sole responsibility of the PSP and the Members concerned; Hub One DataTrust cannot be held liable by Members in the event of any difficulty whatsoever in accessing and/or using this Payment Service.

#### **3.2 Technical Prerequisites**

The Platform is a SaaS (Software as a Service) application available only via a browser, on a workstation equipped with an Internet connection. The recommended browsers are: Chrome, Firefox, Edge or Safari, in their most recent official version, it being understood that Chrome, Firefox and Edge can be used up to 5 versions preceding the latest official version, unlike Safari. Outside the aforementioned configurations or when the native behaviour of the browser has been modified (either by the installation of add-ons or extensions, or by a configuration that is not the default one provided by the browser publisher), the functioning of the Platform may be altered or its use rendered impossible. In this case, the User will be informed by a page indicating that they are using a browser not supported by the Platform.

Hub One DataTrust cannot be held responsible for delays, interruptions or other inherent problems (i) due to non-compliance with the aforementioned technical prerequisites and/or (ii) to the use of communication networks, tools, applications or other systems beyond the control of Hub One DataTrust, in accordance with the stipulations of these general conditions.

#### **4 – LOCATION AND SECURITY OF THE PLATFORM'S INFRASTRUCTURES**

The infrastructures on which the Platform is hosted (including Files and Data) are located within the European Union.

Hub One DataTrust takes state-of-the-art security measures necessary to protect the infrastructures on which the Member's Data are stored. Nevertheless, Hub One DataTrust cannot ensure absolute security. As such, Hub One DataTrust cannot under any circumstances be held responsible for dysfunctions or damages inherent to the use of the Internet and in particular for a service interruption, an external intrusion or the presence of computer viruses.

#### **5 – DESCRIPTION OF THE SERVICE OFFERED BY HUB ONE DATATRUST VIA THE PLATFORM**

##### **5.1 General Description of the Service**

The Platform offers an intermediation service between professional Members for the purpose of concluding Contracts as defined above.

As an intermediary, Hub One DataTrust is never a party to the Contract concluded between the Members.

The Service consists of a set of tools and interactive interfaces offered by Hub One DataTrust on the Platform, allowing Members to:

- register on the Platform by creating one or more User account(s);
- propose Data Offers;
- search for and consult Data Offers;
- conclude a Contract, according to the terms and conditions specified in article 5.3 below, directly and exclusively concluded between the Providing Member and the Acquiring Member and embodying the Transaction;
- publish Presentation Sheets, Themes and Alerts;
- benefit from Additional Services.

The Platform also allows the redirection of Members to a Payment Service provided by a third-party PSP, under the conditions defined in article 3.1 above.

In any event, the Member acknowledges having verified the suitability of the service offered by or via the Platform to their needs and having received the necessary information and advice for the conclusion of the related contract.

It is understood that Members who have entered into a relationship via the Platform, regarding the content of a Data Offer, a Theme or an Alert, must necessarily register the Transaction relating to said Data, concluded between them, on the Platform, even if said Transaction was carried out outside the Platform, in order to allow Hub One DataTrust to receive the commission due to it in accordance with the stipulations of article 12 below. Hub One DataTrust reserves the right to terminate the account of any Member violating the aforementioned Transaction registration obligation, without prejudice to its other rights and remedies.

The Platform is not available in all languages or in all countries; Hub One DataTrust cannot be held liable for this.

## **5.2 Subscriptions and Additional Services Offered by Hub One DataTrust**

Hub One DataTrust offers, in accordance with the stipulations of article 12 of these general conditions:

- different levels of Subscription for the use by Members of the Platform for the purpose of publishing or accessing Data Offers, Presentation Sheets, Themes and Alerts. The description of the different types of Subscriptions is available upon request from [service-clients@hubone-datatrust.fr](mailto:service-clients@hubone-datatrust.fr).
- Additional Services described in article 12.3 hereof.

## **5.3 The Definition by Providing Members of the Contract Applicable to Their Relations**

Hub One DataTrust allows Members to define the conditions for exchanging and using Data, according to three different methods: (i) use of the Contract Template, (ii) use by Members of their own Contract template, (iii) choice of an Open Data Contract. For the Open Data Contract, Members can use the template provided by the Platform or use their own document template.

The Contract cannot under any circumstances be used by Members for the provision of services (such as, for example, those described in a Presentation Sheet); the conclusion of such a contract necessarily and exclusively takes place outside the Platform according to a document template established by the Members and this, in accordance with the stipulations of article 5.4 of these GCS.

### **5.3.1. The Contract Template**

The Platform offers Providing Members the possibility of using a Contract Template (Data Licence) to define the terms and conditions for exchanging and using Data.

The clauses of this Contract Template are configurable according to the needs of the Providing Member (different choices are offered by the document). It is up to the Members to verify the suitability of the chosen parameters with their expectations and needs. If the Contract Template does not suit the Members, it is up to them to use their own Contract in accordance with the conditions of article 5.3.2 below.

Hub One DataTrust's liability cannot be sought by Members, on any grounds whatsoever, in respect of the Contract Templates offered to Members, which the Members expressly acknowledge and accept.

### **5.3.2. The Contract Template Provided by One of the Members**

Members may use their own Contract, different from the "Contract Template" proposed by the Platform, to define the terms of exchange and use of Data.

Members are fully responsible for the content of the Contracts they use; Hub One DataTrust's liability cannot under any circumstances be engaged in this respect and on any grounds whatsoever.

### **5.3.3. The Open Data Contract**

The Platform allows Providing Members to propose Data Offers within the framework of an Open Data Contract which allows the dissemination of Data under a free licence (known as open data).

The conditions of use of the Data are then defined by the Open Data Contract as validated by the Parties and which details the standard licence type chosen by the Providing Member.

#### 5.4. Presentation Sheets

Hub One DataTrust offers Members the possibility to publish on the Platform, the description of services related to data in the form of Presentation Sheets. This may include, for example, data aggregation services, specific API design, or the construction of predictive data models.

These Presentation Sheets do not, under any circumstances, constitute a Data Offer. The publication of Presentation Sheets is subject to subscribing to a Providing Member Subscription.

Members may contact each other via the Platform regarding Presentation Sheets, but the subscription to such services will take place outside the Platform via an ad hoc contract, to which Hub One DataTrust cannot under any circumstances be a party. Thus, Hub One DataTrust's liability cannot be engaged, in any capacity whatsoever and on any grounds whatsoever, particularly concerning the presentation of the proposed service, the contractualisation between Members or the execution of the services concerned.

It is understood that the services subject to the Presentation Sheets are distinct from the Additional Services offered by Hub One DataTrust and as described in article 12.3 hereof.

### 6 – USER ACCOUNT CREATION

To access the Platform, the Member must create at least one User account including, in particular, their contact details, identification elements, as well as the name, email address, telephone number and function of the User representing them.

A Member may have only one User. In this case, this User combines the roles of User and Administrator. They will also be the contact designated by the Member to exchange with Users of other Members (hereinafter, the "Referent"). The Referent's account cannot be deleted as long as the Member benefits from a Subscription; however, this role can be transferred to another User, at the discretion of the Member concerned.

In the event that the User account information needs to be modified (e.g., information is no longer up-to-date, the User is no longer authorised by the Member to use the Platform or to represent the Member on the Platform...), the information must be updated without delay by the Member. Otherwise, Hub One DataTrust reserves the right to suspend and/or terminate access to the Platform without the Member being able to claim any compensation.

Under the conditions and within the limits provided for in these GCS, the Member may:

- create several User accounts in accordance with their Subscription plan;
- delete all their User account(s) during the Subscription period, with the exception of the "referent" User account, which continues as long as the Subscription is in force.

Any User benefiting from an account is deemed to act on behalf of the Member to which they are attached. Thus (i) the Member is responsible for the use of the Platform by its Users; (ii) any connection or operation carried out from the User account is deemed to have been carried out by the Member.

Hub One DataTrust reserves the right to request the communication of any document allowing it to verify the identity of the Member and the User as well as the accuracy of the information provided during the creation of User accounts (e.g., Kbis, delegation of powers).

The Member must immediately notify Hub One DataTrust of (i) any loss, theft or (ii) fraudulent use of their identification data or their User account(s). Hub One DataTrust will suspend the User account concerned until the password is reset. The Member will not be able to claim any compensation for this.

## **7 - UPLOAD, VISIBILITY AND PRICE OF THE DATA OFFER BY THE PROVIDING MEMBER**

Data Offers are presented on the Platform under a title freely chosen by the Providing Member, accompanied by a technical description.

In the event that Members decide to exchange Personal Data via the Platform, they acknowledge and accept:

- (i) never to use the Platform for the exchange of Special Categories of Personal Data;
- (ii) that the Member must implement a Personal Data encryption mechanism (other than Sensitive Data) and provide the Acquiring Member, by a secure means different from the messaging system made available by the Platform, with the key allowing the decryption of the Data;
- (iii) that the functionality allowing the generation of Data samples cannot be used by Members;
- (iv) that Hub One DataTrust has no visibility as to the content of the Files and Data and that the Transaction will therefore be carried out under their exclusive responsibility, in accordance with the applicable Personal Data protection regulations and without Hub One DataTrust's liability being engaged for any reason whatsoever. Said Members guarantee Hub One DataTrust against any action or claim that may be brought against the latter due to this Transaction.

To benefit from the services, the Providing Member grants Hub One DataTrust a non-exclusive, free right to:

- host, use, publish and display the File or Data in whole or in part for the purposes of executing and operating the Platform (including for statistical purposes);
- modify, convert, organise, anonymise, pseudonymise, format, reproduce, publish and display the File or Data in whole or in part to allow the execution of the Additional Services.

The Providing Member may, when configuring the Data Offer on the Platform, decide to provide Data samples to an Acquiring Member. In this case, the Providing Member authorises Hub One DataTrust to make representations of the Data or Files in compliance with current legislation. This authorisation is valid for all geographical territories from which Members authorised by the Providing Member view the sample.

Hub One DataTrust reserves the right to refuse or withdraw Data Offers:

- presenting a particular risk for the Platform (for example, in terms of security);
- containing Special Categories of Personal Data;
- not complying with these GCS.

## **8 – TRANSACTION VALIDATION - CONTRACT CONCLUSION**

The Transaction is definitively validated when the Acquiring Member accepts the conditions of the Providing Member's Data Offer as defined in the Contract.

In any event, the validation of the Transaction and the unreserved acceptance of the Contract will be carried out by a click of the Acquiring Member on the "BUY" or "GET" button. When the Data Offer is proposed within the framework of a Contract Template, this will also generate the final version of the Contract concluded between the Providing Member and the Acquiring Member without the need for a handwritten or electronic signature, each of the Members retaining, under their full responsibility, a copy.

## **9 – PAYMENT OF THE TRANSACTION PRICE**

With the exception of Transactions carried out free of charge, the Acquiring Member must proceed with the payment of the Price agreed in the Contract.

Hub One DataTrust is in no way responsible and/or guarantor for the payment of the Price by the Acquiring Member to the Providing Member. It is therefore up to the Providing Member to define the terms allowing for perfect execution of the Contract by the Acquiring Member and, in particular, the payment of the Price.

The Platform allows the redirection of Members to the Payment Service of a third-party PSP, for the purpose of paying the Price. Where applicable, the use of the Payment Service is subject exclusively to the general conditions of the third-party PSP that Members must expressly accept. Under no circumstances can Hub One DataTrust's liability be engaged in respect of the use of the third-party PSP's Payment Service, which Members expressly accept and acknowledge.

## **10 – DATA TRANSFER AFTER THE TRANSACTION**

### **10.1 – General Stipulations**

The Acquiring Member has access, via the Platform, to the Providing Member's Data via a hyperlink allowing the download:

- of the File(s) in its (their) entirety;
- of the technical documentation allowing the API to be queried and the File(s) to be obtained as soon as the Transaction has been validated.

In the event of using the Payment Service provided by a third-party PSP:

- access to the File(s) via a hyperlink;
- and/or downloading the File(s) in its (their) entirety;
- and/or access to the technical documentation allowing the API to be queried and the Data to be obtained

is possible as soon as the third-party PSP transmits to Hub One DataTrust confirmation of payment of the Price by the Acquiring Member.

In any event, it is up to the Acquiring Member to carry out, under their full responsibility, a backup of the Data and Files as soon as possible and on a reliable and durable medium independent of the Platform, it being specified that the hyperlink accessible on the Platform for the purpose of recovering the Data is available for a maximum period of thirty (30) days from the validation of the Transaction. The Platform not being a storage or backup space, Data and Files that would not be recovered by the Acquiring Member within this thirty (30) day period may be erased and/or deleted from the platform by Hub One DataTrust.

### **10.2 Specific Stipulations in Case of Data Provision by API in "Pull" Mode**

Providing Members submitting a Data Offer by API must provide the Platform with the hyperlinks giving access to the APIs.

By submitting a Data Offer on the Platform, the Providing Member grants Hub One DataTrust the right to verify and control the hyperlinks at any time and without prior request, for the purpose of proper execution of the Services.

A unique, randomly generated key allowing access to the API is communicated by the Platform to the Acquiring Member after validation of the Transaction.

The Acquiring Member must ensure the confidentiality of the hyperlinks and the key. The hyperlinks and the key cannot under any circumstances be communicated to third parties. The Acquiring Member bears full responsibility for their voluntary or accidental disclosure to any third party.

It is up to the Acquiring Member to carry out, under their full responsibility and according to the terms of the Contract, a backup of the Files and Data made available to them.

### **10.3 – Specific Stipulations in Case of Data Provision by API in "Push" Mode**

Hub One DataTrust offers Members the possibility to exchange Data via the Platform, by API in PUSH mode. The Providing Member then proposes a specific Data Offer for automated sending of Data via API; the Platform exposes a dedicated technical access point to which they connect to make the Data available.

The Acquiring Member who subscribes to the Data Offer must provide a technical access point on the Platform allowing them to receive Data meeting certain criteria, for a defined period, the connection being tested and confirmed by the Platform.

It is up to the Acquiring Member to determine the Data they wish to obtain via API in PUSH mode by selecting the appropriate filter(s) on the Platform, from those proposed by the Providing Member. The Data corresponding to the filter(s), as emitted by the Providing Member, are, where applicable, automatically transferred upon receipt by the Platform to the technical access point provided by the Acquiring Member on the Platform. In the event that the Acquiring Member's access point is inaccessible at the time the File is made available, Hub One DataTrust will send the Acquiring Member a non-transfer notification for the Data. The Acquiring Member may contact the Providing Member so that the latter can make the Data available by any other means that may suit them.

The Acquiring Member is expressly informed that subscribing to such a Data Offer does not imply any obligation on the part of the Providing Member to emit Data meeting the defined filter(s) in terms of content or frequency. Furthermore, it is the sole responsibility of the Providing Member to categorise the Data emitted. Access to the Data is, in any event, subject to the Acquiring Member's compliance with the terms agreed with the Providing Member, particularly in terms of the Price due in consideration for the Data Offer. In the event that the Acquiring Member is not up to date with their payments to the Providing Member, they will no longer be able to claim automatic transfer of the Data to the technical access point provided. The Acquiring Member is liable to the Providing Member for the Price in consideration for the Data Offer, including in the event of unavailability of their access point at the time of Data transfer.

Under no circumstances is the Data stored or backed up by Hub One DataTrust. Hub One DataTrust's liability cannot under any circumstances be engaged:

- in the event of inaccessibility of the Acquiring Member's access point at the time the Data is made available;
- in the event of the Acquiring Member's failure to back up the Data made available on the technical access point;
- in the absence of Data emission by the Providing Member meeting the filter(s) defined by the Acquiring Member;
- in the event of an error made by the Providing Member in the categorisation of the Data emitted.

### **11 – EXCHANGE AREA BETWEEN MEMBERS AND POTENTIAL DISPUTES BETWEEN MEMBERS RELATING TO FILES**

The Platform provides Members with an online exchange area that allows Members to exchange with each other and/or negotiate certain clauses of the Contract Template. This exchange area is a minor ancillary function intrinsically linked to the Services offered on the Platform. It does not in any way constitute an interpersonal communication service or a personal private messaging system. It cannot be used to exchange Data and exchanges between Members must at all times be cordial, respectful and comply with public order and applicable Laws and Regulations. Members undertake that their Users comply with the recommendations related to free comment areas imposed by European personal data protection authorities, such as: (i) exchanges must contain only adequate, relevant and non-excessive data; (ii) the information provided in the area objectively reflects a situation; and (iii) exchanges do not harm the image or integrity of a natural person.

In the event that these rules are not respected, access to the exchange area and/or the Platform may be suspended, or even terminated by Hub One DataTrust, without prior notice and without the Member concerned being able to claim any compensation. It should be noted that this suspension and/or termination measure will apply to all of the Member's Users.

Any dispute that may arise between Members in the context of the execution of the Contract will be resolved directly and exclusively between them; Hub One DataTrust being in no way a party to the Contract binding the Members.

## 12 - FINANCIAL CONDITIONS OF THE SERVICE

Hub One DataTrust may be remunerated in three distinct ways:

- Members subscribe to an **annual Subscription** to access the Platform;
- each Transaction carried out for consideration between a Providing Member and an Acquiring Member gives rise to the payment of a **commission** to Hub One DataTrust;
- Providing Members may subscribe with Hub One DataTrust, prior to any Data or File being made available on the Platform, to **Additional Services** relating to the Data, exclusively intended to facilitate the exchange of Files/Data on the Platform.

Payment of sums due by Members to Hub One DataTrust occurs by direct debit from the bank account provided by the Member or by bank transfer.

For the payment of Transactions between Providing Members and Acquiring Members, a third-party Payment Service may be made available to said Members on the Platform. The terms of use of this online Payment Service are notably defined in article 3.1 of these general conditions. In this case, Hub One DataTrust's commission as well as any applicable bank charges are automatically deducted from the sums received by the Providing Member by the third-party PSP, which the Providing Member expressly acknowledges and accepts.

Any sum not paid by a Member to Hub One DataTrust, totally or partially, on its due date will automatically and without any formality or prior notice be subject to invoicing of late payment penalties calculated according to the interest rate applied by the European Central Bank during its most recent refinancing operation increased by ten (10) percentage points, applied to the VAT-inclusive amount of the sums due by the Member. Any day started is due. These interests are calculated from the day following the due date of the unpaid amount indicated on the invoice until its full payment. In addition, a fixed compensation for recovery costs will also be automatically applied to the Member and without prior notice. The amount of this compensation will be equal to 40 euros as set by article D.441-5 of the French Commercial Code. In the event that the recovery costs incurred by Hub One DataTrust are higher than this amount, Hub One DataTrust may request additional compensation from the Member.

Once paid, invoices relating to the payment of Subscriptions, commissions and/or Additional Services are sent by Hub One DataTrust to the Member by email and/or accessible on the dedicated space made available to them on the Platform. The Member expressly accepts that the invoice be sent to them electronically.

### 12.1 Subscription

In accordance with the preceding stipulations, Hub One DataTrust offers several annual Subscription formulas available upon request from [service-clients@hubone-datatruster.fr](mailto:service-clients@hubone-datatruster.fr). The price of the Subscription varies depending on the Member's profile (Providing and/or Acquiring) and the number of Platform User accounts the future Member wishes to create.

When the Platform usage quotas defined in the quotation are reached and/or the Member's profile evolves, the latter has the option of subscribing to a higher Subscription level, subject to payment of the additional price indicated in the new quotation issued by Hub One DataTrust for the remaining annual period. In the event that the Member exceeds their Subscription level without subscribing to a higher Subscription, Hub One DataTrust reserves the right to automatically upgrade the Member to a higher Subscription level without prior notice, with retroactive billing to the first month of exceeding. If the Subscription ends before the recovery of sums due to said exceeding, Hub One DataTrust will issue a regularization invoice. The Member cannot subscribe to a Subscription level lower than that indicated on their quotation during the contractual commitment period, unless otherwise expressly agreed in writing by Hub One DataTrust.

The Subscription is taken out for a fixed term of one year (hereinafter, the "Initial Period"). At the end of the Initial Period, the Subscription is tacitly renewed for successive periods of twelve (12) months unless a termination request is sent by the Member, by registered mail with acknowledgment of receipt, to the address indicated on the invoices sent by Hub One DataTrust, at least three (3) months before the end of the annual period considered (Initial or renewed Period).

Termination by the Member of the Subscription during an annual period (Initial or renewed) entails the immediate exigibility of the sums remaining due until its end, unless the termination is due to Hub One DataTrust's non-compliance with one of the substantial obligations provided for in these general conditions or in the event of a substantial modification of the contract concluded between Hub One DataTrust and the Member in accordance with the stipulations of article 2 of these general conditions. The Member understands and accepts that the end of the Subscription or its termination entails the automatic deletion of their account(s) on the Platform unless otherwise expressly and in writing decided by Hub One DataTrust. They are therefore no longer authorised to:

- Access Data Offers as an Acquiring Member,
- Propose Data Offer(s) as a Providing Member,
- Publish Presentation Sheets, Themes or Alerts,
- Access Data.

The Subscription can only begin from the completion of the following two actions:

- Acceptance by the Member of the quotation sent by Hub One DataTrust and returned signed to the latter,
- Provision by the Member of their bank details to Hub One DataTrust, for the purpose of setting up the direct debit related to the Subscription, if applicable.

The Subscription is invoiced to the Member, monthly, in advance.

### 12.2 Commissions on Transactions

Hub One DataTrust levies a commission on each Transaction carried out for consideration between a Providing Member and an Acquiring Member. This commission is borne by the Providing Member and is invoiced by Hub One DataTrust quarterly.

The amount of the commission is available upon request from [service-clients@hubone-datatruster.fr](mailto:service-clients@hubone-datatruster.fr).

The commission may be revised by Hub One DataTrust, without affecting already concluded Contracts. Hub One DataTrust will inform the Member by email with reasonable notice. Continued use of the Service, and in particular payment for any new Transaction, constitutes express acceptance of the new commission. In compliance with reasonable notice. The continued use of the Service, and in particular the payment of

any new Transaction, constitutes express acceptance of the new commission.

It is understood that Members who have entered into a relationship via the Platform, regarding the content of a Data Offer, a Theme or an Alert, must necessarily register on the Platform the Transaction relating to said Data concluded between them (including in the event of a Subscription), even if said Transaction was carried out outside the Platform, in order to allow Hub One DataTrust to receive the commission due to it in accordance with the stipulations of article 12 below. Hub One DataTrust reserves the right to terminate the account of any Member violating the aforementioned Transaction registration obligation, without prejudice to Hub One DataTrust's other rights and remedies.

### **12.3 Additional Services**

Hub One DataTrust offers, prior to any Data or File being made available on the Platform, Additional Services relating to the Data, exclusively intended to facilitate the exchange of Files/Data on the Platform, and this, in consideration of the payment of the price indicated in a quotation issued by Hub One DataTrust at the request of a Providing Member.

The quotation thus issued by Hub One DataTrust is validated by the Member who undertakes to pay the price of the Additional Services under the terms and conditions defined in said quotation. Hub One DataTrust reserves the right to modify the price of its Additional Services at any time and will inform Members within a reasonable period before the new prices come into effect. These price modifications will not affect the subscription or additional services subscribed to before the effective date of the modification.

## **13 – OBLIGATIONS OF HUB ONE DATATRUST**

Hub One DataTrust undertakes, as an intermediary, to allow:

- access to the functionalities of the Platform (as described in article 5.1 hereof) to Members who have subscribed to a Subscription;
- and to execute the Additional Services (as described in article 12.3 below) that have been ordered by said Members, if applicable,

in compliance with the rules of the art, by applying all care and diligence, in accordance with professional practices.

In this context, Hub One DataTrust undertakes to maintain the infrastructures in working order, and to remedy any technical malfunction of the Platform as soon as possible.

Hub One undertakes to comply with the stipulations of article 16 of these GCS. Hub One DataTrust is responsible for the processing of Personal Data relating to Users as described in the Platform's Personal Data Protection Policy, available at the bottom of the latter's page. Hub One DataTrust provides Members with tools and technical documentation allowing Members to correctly use the functionalities of the Platform. If the Member does not find the answer to their question, or in case of technical difficulty, the Member can send their question by email to the following address: [support@hubone-datatrust.fr](mailto:support@hubone-datatrust.fr).

## **14 – OBLIGATIONS OF THE MEMBER**

The Member undertakes that their User representative is authorised and has the capacity to contract with Hub One DataTrust, and to conclude a Contract if applicable. The Member undertakes that their User complies with applicable laws and regulations, and that the latter uses the Service in accordance with Hub One DataTrust's instructions. Each Member and their User are prohibited from using the Service in an unlawful, unethical or contrary to public order manner. More particularly, Members and/or Users are prohibited from using and transmitting any content, Data or Files likely to constitute crimes or offences under applicable law, and in particular, incitement to discrimination, hatred or violence,

undermining the authority of justice and public morals, defamation or insult, invasion of privacy.

The Member guarantees the veracity of all identification information transmitted to Hub One DataTrust and undertakes to verify the accuracy of the information present in the personal space made available to them on the Platform. Hub One DataTrust reserves the right to request additional documents from the Member (e.g., Kbis, delegation of powers) which the Member must transmit without delay.

Members undertake to pay the sums due to Hub One DataTrust in accordance with these GCS. The same will apply to Acquiring Members who undertake to pay the Price agreed with the Providing Member, if applicable, in the context of any Transaction carried out for consideration.

In the case of a Subscription, the Providing Member undertakes to provide the Files and Data in the same format and according to the agreed periodicity, throughout the duration of the Subscription, and the Acquiring Member undertakes to pay the Price stipulated in the Contract. If the Providing Member fails to comply with its obligations, it will receive a notification from the Platform and must remedy it without delay.

Each Member uses the Service under their sole responsibility.

The Member undertakes not to download or transmit information and/or Files containing or likely to contain viruses, Trojans or any type of malicious data, works, codes, software or programs or likely to harm the proper functioning of the Platform or the Services offered therein. The Platform is not a backup system. Consequently, it is the Member's responsibility to take all necessary measures to back up their Data and Files to avoid their loss.

In the event of a Member's non-compliance with any of its obligations defined in these general conditions, Hub One DataTrust reserves the right to interrupt access to the Service after written notification. If the Member does not remedy the breach within ten (10) days from said notification, the Service will be terminated automatically, without prejudice to any damages that may be claimed from the defaulting Member by Hub One DataTrust. In the event of a serious or repeated breach, Hub One DataTrust may terminate the Service without notice, without prejudice to any damages it may claim from the defaulting Member.

Hub One DataTrust's liability cannot under any circumstances be engaged in the event of Members' non-compliance with their obligations to each other relating to the Contract.

#### **14.1. Specific Obligations of the Providing Member**

The Providing Member guarantees that the Files contain authentic, sincere information. The Providing Member guarantees that the Files comply with the intellectual and industrial property rights to which they relate, competition law, human rights and, more generally, all third-party rights. Similarly, they declare to be the author and/or to have all necessary rights over all Files, information (including concerning Presentation Sheets) and Data that they upload to the Platform. In general, the Providing Member guarantees that their Files and Data comply with applicable regulations.

#### **14.2. Specific Obligations of the Acquiring Member**

The Acquiring Member undertakes to pay the Price agreed, if applicable, with the Providing Member under the Contract and must, in particular, ensure under their sole responsibility, the suitability between the File/Data and their needs.

Hub One DataTrust's liability cannot under any circumstances be engaged in the event of non-payment by an Acquiring Member to a Providing Member.

## 15 - WARRANTIES AND LIABILITY OF HUB ONE DATATRUST

If the Member subscribes to the Subscription in "Manage" mode, Hub One DataTrust undertakes to provide access, as soon as the Transaction has been validated under the conditions defined above:

- to the hyperlink allowing the File to be downloaded in its entirety: direct download;
- and/or to the technical documentation allowing the API to be queried and the File(s) to be obtained: API in GET mode;
- and/or to the technical documentation allowing the Files to be transferred via API: API in push mode.

Hub One DataTrust provides no guarantee as to the authenticity of the Files/Data, particularly those made available via API; this obligation rests solely and exclusively with the Providing Member.

Hub One DataTrust is in no way responsible if it appears that the Files/Data are not authentic or are inaccurate and/or unlawful and/or infringe the intellectual property rights of third parties (including in the event of infringement). Hub One DataTrust undertakes to make inaccessible any unlawful content that is reported to it by any Member via the email address stipulated in article 19 of these GCS, after verification by its services and as soon as possible.

Furthermore, Hub One DataTrust is in no way responsible for the suitability of the Files/Data to the needs of the Acquiring Members. It is up to the latter to ensure the relevance of the Files/Data and the suitability of the stipulations of the applicable Contract to their needs and to the use for which they are intended.

Hub One DataTrust disclaims all responsibility regarding the use of the Payment Service as well as regarding the consequences of the Transaction concluded between the Members, to which Hub One DataTrust is not a party. Any dispute relating to the Transaction and/or the Contract is resolved solely between the Members, without Hub One DataTrust participating therein or being held liable.

Hub One DataTrust's liability is expressly excluded in the event of fault by a third party, in a case of force majeure as defined below, or in the event of fault by the Member and/or their User, and in particular in the following cases:

- improper use of the Platform by the Member and/or their User, fault, negligence, omission or failure on their part (e.g., unauthorised use, handling error);
- modification of the IT environment from which the Platform is accessed;
- loss and/or theft and/or fraudulent use of the User's IDs and passwords for the User account;
- non-compliance with the documentation or any other instruction given by Hub One DataTrust (including technical), for example, access to the Platform from an environment or according to a configuration that does not comply with the prerequisites communicated by Hub One DataTrust or in connection with third-party programs, data, content, or materials that have not been previously validated by Hub One DataTrust;
- non-compliance with the obligations provided for in the GCS by the Member and/or their User;
- request for temporary or permanent interruption of the Service offered by Hub One DataTrust emanating from a competent administrative or judicial authority;
- total or partial destruction of Data/Files;
- access, consultation, use of the Platform when Hub One DataTrust had recommended suspending access, consultation and/or use;
- difficulties in accessing the Platform due to saturation or unavailability of networks (mobile, wired, Wi-Fi connectivity, etc.);
- virus contamination of Data/Files and/or the Member's environments, for which protection is not the responsibility of Hub One DataTrust;
- malfunctions or damages inherent to the use of the Internet.

If Hub One DataTrust's liability is engaged, it is limited to direct, personal, foreseeable and certain damages, excluding any other type of damage such as commercial prejudice, loss of turnover or anticipated savings, harm to reputation, loss of data, commercial disturbance, or action by a third party against the Member even if Hub One DataTrust has

been informed of the possibility of such damages and/or losses.

The amount of damages potentially due by Hub One DataTrust for its liability is in any event limited, with regard to the Member concerned and for the duration of its contractual relationship with the latter, to the lower of the following two amounts:

- either the sum paid to Hub One DataTrust for the Subscription and Additional Services provided, if applicable, by Hub One DataTrust to said Member, in the month preceding the claim for compensation made by the latter, multiplied by six.
- or twenty thousand euros (excluding VAT).

## **16 - CONFIDENTIALITY AND PERSONAL DATA**

### **16.1. CONFIDENTIALITY**

Hub One DataTrust undertakes to keep confidential the information collected within the framework of the Service, and in particular undertakes not to communicate to any person the information, of any nature (commercial, technical, financial, etc.), which is communicated to it or of which Hub One DataTrust becomes aware during the performance of the Service.

Notwithstanding the foregoing, Hub One DataTrust is authorised to communicate any information:

- to its personnel, its advisors, corporate officers, its service providers and suppliers who need to know it for the purpose of fulfilling its obligations hereunder, and/or in order to allow the defence of its rights;
- as soon as their disclosure has been imposed by the application of a mandatory legal or regulatory provision or by the application of a final court decision. Nevertheless, in these latter cases, Hub One DataTrust's liability may be engaged if one of the following conditions has not been met:
  - o if applicable regulations permit, it will have previously informed the Member who communicated the confidential information in writing of the obligation to disclose,
  - o it will have limited the disclosure to what was strictly necessary to fulfil its obligations.

Hub One DataTrust therefore undertakes to comply with the following obligations and to ensure that its personnel and subcontractors comply with them:

- not to use the Data, Files, APIs, documents and information processed for purposes other than those specified in these general conditions;
- not to disclose these Data, Files, APIs, documents or information to other persons, whether private or public, natural or legal persons (with the exception of specific cases cited in these general conditions);
- take all technical and organisational measures to ensure the security of the Data and Files present on, or transiting via, the Platform during the duration of the contractual relationship with the Member concerned.

### **16.2. PERSONAL DATA**

#### **16.2.1 Définitions**

For a full understanding of the following stipulations, the terms "Personal Data," "Controller," "Processor," "Data Subject," "Personal Data Breach," "Importer" and "Processing" shall have the meaning defined in the "Applicable Data Protection Laws."

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) repealing Directive 95/46/EC;
- where applicable, the texts adopted by the European Union and/or the local laws applicable to Personal Data processed within the framework of the Contract.

### **16.2.2 General Stipulations**

The Parties undertake to comply with the legal and regulatory obligations regarding the protection of Personal Data incumbent upon them under the General Conditions. They acknowledge that the Member is the Controller of the Processing of Personal Data implemented within the framework of the execution of the General Conditions and that Hub One DataTrust acts as a Processor of Personal Data.

As Controller, the Member has fulfilled all obligations incumbent upon it under the Applicable Data Protection Laws, including, where applicable, the necessary administrative procedures with the supervisory authority, and has informed the Data Subjects of the use made of said Personal Data. Furthermore, the Member is solely responsible for the quality, lawfulness and relevance of the Personal Data that Hub One DataTrust may Process for the purposes of executing the General Conditions. Consequently, Hub One DataTrust disclaims all liability in the event of non-compliance with its said obligations by the Controller and the Member indemnifies Hub One DataTrust on first demand against any damage that would result from its being challenged by a third party or an authority due to the Member.

As Processor, Hub One DataTrust acts according to the instructions of the Member (notably described in Annex "Description of Personal Data Processing"), unless it is required to comply with a mandatory provision resulting from European legislation or national law applicable to the operations described in the Contract. In this case, Hub One DataTrust informs the Member (by email to the contact defined in Annex "Description of Personal Data Processing") of the existence of this legal obligation, unless said legislations prohibit Hub One DataTrust from revealing this information. Similarly, Hub One DataTrust notifies the Member (by email to the contact defined in Annex "Description of Personal Data Processing") if, in its opinion, an instruction from the latter constitutes a violation of the Applicable Data Protection Laws. In this case, the Parties cooperate in good faith to adapt the Member's instructions.

### **16.2.3 Specific Stipulations**

The execution of the General Conditions implies the Processing of Personal Data; the details of these operations are provided in Annex "Description of Personal Data Processing." If necessary, the Parties cooperate in good faith to modify the information stipulated in this Annex.

### **16.2.4 Confidentiality of Personal Data**

Hub One DataTrust undertakes to:

- not communicate any Personal Data to an unauthorised third party without the prior consent of the Member, unless applicable regulations contradict this principle;
- only allow the Processing of Personal Data within the framework of the General Conditions to its authorised personnel or subcontractors who need to know it for the execution of the General Conditions;
- ensure that its employees, subcontractors and service providers providing services under the General Conditions are aware of and comply with the rules relating to confidentiality and the protection of Personal Data.

### **16.2.5 Security, Personal Data breach and notification**

Hub One DataTrust takes the necessary technical and organisational security measures to protect Personal Data against any Personal Data Breach in accordance with the Applicable Data Protection Laws. Hub One DataTrust notifies the Member of any Personal Data Breach via the contact defined in Annex "Description of Personal Data Processing." When the Personal Data Breach is likely to result in a risk to the rights and freedoms of the Data

Subjects, the Member, as Controller, notifies the competent supervisory authority(ies) and, where applicable, the data subject(s).

#### **16.2.6 Subsequent processors**

The Member authorises Hub One DataTrust to use subsequent sub-processing for the strict execution of the General Conditions, it being recalled that the Processing carried out by subsequent processors is carried out under the responsibility of Hub One DataTrust and in compliance with the Applicable Data Protection Laws. The Member must be informed in the event of the addition or change of a subsequent processor and has a period of seven (7) days from the date of receipt of the information to raise any objection, which must in all cases be justified. The change is deemed ratified in the absence of opposition from the Member during the agreed period.

#### **16.2.7 Cooperation**

Hub One DataTrust provides the Member, at the latter's request, with the necessary documents and information in its possession when the Member must:

- respond to an inquiry carried out by a supervisory authority;
- manage requests made by Data Subjects for the exercise of their rights;
- carry out an impact assessment to evaluate the risks related to the Processing of Personal Data, identify the measures to be taken to address these risks and, if necessary, consult the competent supervisory authority.

The elements provided by the Processor will be supplemented by those in the Member's possession.

The Member undertakes to document in writing any instruction concerning the processing of Personal Data by the Processor and to respond as soon as possible to any request for information from the latter. The Member also undertakes to carry out, if necessary, impact assessments on the Processing carried out and to communicate these results to Hub One DataTrust.

#### **16.2.8 16.2.8 Transfer of personal Data outside the European Economic Area**

For the strict execution of the General Conditions and in compliance with the Applicable Data Protection Laws, the Parties agree that the Provider may process Personal Data outside the European Economic Area within the States listed in Annex "Description of Personal Data Processing." In this context, the Controller mandates Hub One DataTrust to sign the standard clauses issued by the European Commission on its behalf with its Processors, and Hub One DataTrust undertakes to keep available to the Member all information relating to Personal Data transfers.

### **16.2.9 Fate of Data at the end of Processing**

Hub One DataTrust undertakes (as defined in Annex "Description of Personal Data Processing") to delete all documents and files containing Personal Data after the end of the Processing carried out within the framework of the General Conditions and not to retain any copy of the Personal Data, unless applicable regulations state otherwise.

### **17 - FORCE MAJEURE**

The liability of Hub One DataTrust and/or the Member shall not be engaged if the performance of the Services or any obligation incumbent upon it hereunder is prevented or limited by a case of force majeure, such as fire, explosion, failure of transmission networks, epidemic, earthquake, flood, power outage, war, embargo, act of prince, strike, boycott, or unforeseeable circumstance beyond its reasonable control.

In these circumstances, the affected party must notify the other party as soon as possible, and subject to this, is exempt from performing its obligations, and the other party is likewise exempt from performing its own obligations, provided that the affected party makes its best efforts to avoid or mitigate such causes of non-performance and that both parties proceed promptly once such causes have ceased.

The parties must regularly keep each other informed by email of the evolution of the force majeure event.

If a case of force majeure should last for more than thirty (30) days, from its notification, the Service may be terminated automatically at the request of one or other party, without right to compensation on either side.

### **18 - DURATION**

These general conditions apply throughout the duration of the Service offered by Hub One DataTrust.

### **19 - REPORTING ABUSE OR BREACH**

Members may report any abuse or breach in the use of the Platform to the following email address: [service-clients@hubone-datatrust.fr](mailto:service-clients@hubone-datatrust.fr).

### **20 - MISCELLANEOUS PROVISIONS**

The nullity of one of the stipulations of the GCS will not entail the nullity of the other clauses, which will retain their full effect and scope.

If possible, Hub One DataTrust will replace the annulled stipulation with a valid stipulation respecting the spirit of these general conditions.

The headings and titles of the articles of the GCS are indicative, and have the sole objective of facilitating reading, and do not in themselves have a contractual value or a particular meaning.

The GCS are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

### **21 - APPLICABLE LAW - JURISDICTION**

These general conditions are subject to French law.

Any dispute relating to their interpretation and/or their execution will fall within the jurisdiction of the Paris Commercial Court.

**ANNEXE 1** : Terms and conditions of use of the hub one datatrust platform (for the attention of the User)

**ANNEXE 2** : Description of Personal Data Processing

## **ANNEXE 1. TERMS AND CONDITIONS OF USE OF THE HUB ONE DATATRUST PLATFORM (for the attention of the User)**

The following documentation is available in French and in English. In the event of any inconsistency between the French and English versions, the French version shall prevail. This Hub One DataTrust data exchange platform (hereinafter, the "Platform") is made accessible to Users who have been granted access rights:

- Either by their Employer, who is a client of Hub One DataTrust.

In this case, the Hub One DataTrust client has subscribed to a subscription under the conditions defined in Hub One DataTrust's General Terms and Conditions of Sale (hereinafter, the "Subscription"). This client is referred to as the "Member." The Member authorises one or more natural persons to use the Platform, on its behalf (hereinafter, the "User" or "You"). One or more Users are designated by the Member as administrators to manage the access rights and roles of the Member's Users concerned. They can also reset the passwords of these Users (hereinafter, the "Administrator(s)"). The User who accesses/uses the Platform does so in accordance with these terms and conditions of use (TCU).

- Or within the framework of a discovery offer proposed by the platform to professionals wishing to experience, for a limited time, browsing the Platform.

For the sake of simplification, the Member will be referred to in this document as the "Employer" of the User, even if the contractual relationship between the Member and the User falls under a legal regime different from that of employer/employee.

Regardless of the case of use of the Platform by a User, the latter is in any event considered by Hub One DataTrust to be acting in the name and on behalf of their Employer.

### **1. ACCESS TO THE PLATFORM**

This Platform is accessible to Users with a User ID and password (hereinafter referred to as the "Credentials"), granted by the Employer (or directly by Hub One DataTrust as part of the discovery offer). These Credentials are personal; they cannot therefore be rented, sold or otherwise made available to any third party.

If You do not have personal Credentials provided in accordance with the preceding paragraph and/or are not authorised by your Employer, You are not authorised to use or access this Platform.

If You have access based on a Subscription taken out with Hub One DataTrust:

- You will be able, in particular, to access, use, and, where applicable, publish files and data in compliance with the conditions of said Subscription.
- You will also be able to benefit from certain services determined by the Subscription concluded by Your Employer (hereinafter collectively referred to as the "Services").

If You benefit from the discovery offer, you are authorised to browse the Platform to familiarise Yourself with the interface and can access the titles of the Data Offers without being able to know the details or subscribe to them. You also cannot contact the Users managing the Data Offers.

Hub One DataTrust does not verify the accuracy and completeness of the instructions and information that Users make available to other Users via the Platform. You therefore

acknowledge that You are responsible to Your Employer and any third parties for the information posted on the Platform.

Access to the Platform is granted in the form of a right of use (not a transfer) granted to You in accordance with these TCU and provided that Your Employer has taken out a suitable Subscription or discovery offer with Hub One DataTrust. This right of use is personal, non-exclusive and non-transferable and granted for the duration of the Subscription (or the discovery offer, as applicable).

The Platform and the information and Services accessible on it are not available in all languages or in all countries.

Hub One DataTrust makes no commitment regarding the suitability or availability of the Platform or its content in a particular region.

## **2. REGISTRATION AND PASSWORD**

You agree to take all necessary actions to maintain the confidentiality of your Credentials, in particular by saving your Credentials in a confidential and secure space, by taking special precautions when You access the Platform from a device accessible by other Users and by logging out of the Platform at the end of each session.

If You have reason to believe that a third party has, may have or has had access to Your account, You must immediately reset Your password. If problems persist, You must inform Your Administrator or Hub One DataTrust support at the following address: [support@hubone-datatruster.fr](mailto:support@hubone-datatruster.fr).

Notwithstanding the foregoing, it is understood that any action performed on the Platform with the User's Credentials is deemed to have been performed by the latter.

## **3. LAWS AND REGULATIONS**

Access to this Platform (including Services and content) and its use is subject to the applicable French law. By accessing this Platform, you agree to comply with this regulation and not to use the Platform (including Services and content) in a manner that would violate this regulation.

If You choose to access the Platform or its content from your device, You do so on Your own initiative and are solely responsible for compliance with the applicable local regulations. Hub One DataTrust cannot be held liable for this.

## **4. DATA PROTECTION**

In the context of using the Platform, Hub One DataTrust may have to process Personal Data concerning You in accordance with the applicable Data Protection Regulations.

To be informed of the Personal Data Processing carried out by Hub One DataTrust concerning You and of the rights You have as a Data Subject, You are invited to refer to the Platform's Privacy Policy accessible in each footer, as accepted when You registered on the Platform.

## **5. INTELLECTUAL PROPERTY AND TRADEMARKS**

All intellectual property rights related to the Platform are and will remain the property of Hub One DataTrust and/or its licensors, as applicable. With the exception of the right of use expressly granted under article 1, no stipulation of these presents shall be interpreted as granting You, expressly or implicitly, an assignment or any other right to

the Platform (including on trademarks, logos, interfaces, software, algorithms, without this list being limiting).

Furthermore, it is specified that You declare that You have all the necessary rights and authorisations relating to the content that You upload, store or share on or through the Platform; and that the collection, use or storage of content, where applicable, does not violate any law or regulation or any third party rights.

Hub One DataTrust reserves the right to:

- request the removal of hyperlinks linking to the Platform without having to justify the reason for this request;
- remove hyperlinks present on the Platform and linking to environments external to it. The User accepts that Hub One DataTrust exercises no control over the content to which such links refer and cannot under any circumstances be held responsible for the presence of the latter (the pages remaining the sole responsibility of their publisher). In the event that a hyperlink leads the User to access a page with offensive or illegal content, they are invited to report this link to Hub One DataTrust before any other action so that Hub One DataTrust can take all appropriate and adequate measures to stop the disturbance. To report offensive or illegal content, the User must contact [support@hubone-datatruster.fr](mailto:support@hubone-datatruster.fr).

Hub One DataTrust assumes no responsibility for your content.

## 6. CHANGES TO SERVICES AND TERMS OF USE

Hub One DataTrust reserves the right to modify these TCU at any time and without notice. Any modification to these TCU will take effect upon its publication on the Platform.

In addition, Hub One DataTrust may suspend User access, without prior notification, in particular in the event of suspension or termination of the contract concluded between Hub One DataTrust and your Employer and/or in the event of use:

- malicious, or non-compliant with article 7 below, of the Platform and/or the services accessible on it, by said User.
- of the Platform and/or said services that does not comply with these TCU.

Access to the Platform and the services accessible on it may also be interrupted to ensure its proper functioning, in particular in the context of a maintenance operation or for security reasons. This possible interruption does not give rise to any compensation. A support service, limited to the use of the Platform, is made available to Members at the following address: [support@hubone-datatruster.fr](mailto:support@hubone-datatruster.fr).

You agree that Hub One DataTrust is not liable to You in the event of suspension, interruption or modification of the Platform and/or services by Hub One DataTrust.

## 7. PROHIBITION OF USE

You undertake not to make any unauthorised direct or indirect use of the Platform, or any other prohibited act, in particular by intellectual property law.

You undertake not to disrupt the proper functioning of the Platform. To this end, without this list being exhaustive, the behaviours listed below are prohibited: fraudulent access to the Platform; fraudulent maintenance within the Platform; obstruction or alteration of its functioning; introduction of viruses or any other element likely to compromise the security of the Platform or its proper functioning; damage; unauthorised access to stored data; use of data scraping robots, or more generally any other data collection tool in order to extract or reuse a substantial part of the content elements; access or attempted access to the Platform by any means other than the interface provided by Hub One DataTrust.

The Member undertakes to ensure that their User complies with applicable laws and regulations, and that the latter uses the Service in accordance with Hub One DataTrust's instructions.

You are prohibited from using the Platform and its content in an illegal, unethical or contrary to public order manner and more particularly from committing any action likely to constitute a crime or offence under applicable law, and in particular, incitement to discrimination, hatred or violence, undermining the authority of justice and public morals, defamation or insult, invasion of privacy.

You are informed by these presents that the Platform is not a backup system. It is therefore Your responsibility to take all necessary measures to back up the data and files exchanged on the Platform.

Failure to comply with the stipulations of this paragraph may engage Your liability and, in certain cases, result in criminal penalties being imposed on You.

Any use of the Platform is strictly limited to professional use, for the specific needs of Your Employer who benefits from connection rights to the Platform; excluding any other use.

You comply with all the stipulations of these TCU. As such, You expressly prohibit yourself from:

- modifying or causing the Platform to be modified by any means whatsoever;
- compiling, decompiling the computer codes, of any nature whatsoever, relating to the Platform;
- disassembling, translating, analysing, modifying such codes;
- performing or attempting to perform reverse engineering;
- adapting, arranging, modifying, reproducing, altering the Platform or creating derivative works from the Platform;
- disclosing the results of technical or performance evaluation or comparison tests of the Platform with those of third parties;
- erasing, removing or altering any mention or marking relating to copyright, patent, trademark or any other intellectual property right and/or any proprietary or confidentiality mention or marking that may appear under the access or use of the Platform.
- marketing or otherwise making the Platform available, whether for free or for a fee.

You cannot claim any rights other than those expressly granted under these TCU.

Throughout the duration of the Subscription, Hub One DataTrust, or any third party of its choice that it has mandated for this purpose, may verify, without it being necessary to justify the reasons, that Your use of the Platform complies with the terms of these TCU and the stipulations of any associated contract, as applicable.

## **8. LIABILITY**

Hub One DataTrust bears no responsibility for facts attributable to You or resulting from the act of a third party or a case of force majeure (within the meaning of the French Civil Code).

Hub One DataTrust's liability cannot under any circumstances be sought in the event of:

- unauthorised use, handling error or use of the Platform in a manner that does not comply with the documentation, or any other instructions given by Hub One DataTrust to You and/or your Employer;
- access, consultation, use of the Platform when Hub One DataTrust, following a difficulty or for any other reason whatsoever, had recommended suspending access, consultation and/or use;

- access to the Platform from an environment or according to a configuration that does not comply with the prerequisites communicated by Hub One DataTrust or in connection with third-party programs, data, content, equipment that have not been previously validated by Hub One DataTrust;
- difficulties in accessing the Platform due to saturation or unavailability of electrical and electronic communication networks, in particular;
- damage to the security of the logical or physical infrastructures from which You connect and whose protection is not the responsibility of Hub One DataTrust;
- malfunctions or damage inherent to the use of the Internet.

## **9. APPLICABLE LAW AND JURISDICTION**

YOUR USE OF THE PLATFORM (INCLUDING SERVICES AND DATA PRESENT ON THE PLATFORM) IS GOVERNED BY THE DISCOVERY OFFER OR THE SUBSCRIPTION TAKEN OUT BY YOUR EMPLOYER WITH HUB ONE DATATRUST. ANY DISPUTE ARISING FROM SAID USE IS SUBJECT TO FRENCH LAW AND THE JURISDICTION MENTIONED WITHIN HUB ONE DATATRUST'S GENERAL TERMS AND CONDITIONS OF SALE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS OF USE OF THE HUB ONE DATATRUST PLATFORM.

## ANNEXE 2 : DESCRIPTION OF PERSONAL DATA PROCESSING

La présente annexe a pour objet de définir les conditions dans lesquelles le Sous-traitant effectue pour le compte du Responsable de Traitement et sur instructions de celui-ci, les Traitements de Données personnelles définies ci-après.

Contact chez le Responsable de Traitement :

Cf. proposition de Hub One DataTrust adressée au Membre

Contact chez le Sous-traitant :

dpd@hubone.fr

ou

M. le délégué à la protection des données personnelles de Hub One

Direction juridique

Continental Square, Bâtiment Mercure,

2 place de Londres,

93290 TREMBLAY-EN-FRANCE

1- Notice explicative : veuillez indiquer les services fournis au titre des Conditions Générales entraînant un Traitement de Données personnelles	
<b>1- Services concernés</b>	Accès à la Plateforme d'intermédiation de Données Hub One DataTrust
2- Note explicative : veuillez exposer la raison du Traitement de Données personnelles mis en place (pourquoi ce Traitement est-il mis en place ? à quoi sert-il ?) <b>Attention : il peut y avoir plusieurs finalités.</b>	
<b>2- Finalité(s) du Traitement</b>	Création des comptes Utilisateurs et Administrateurs des Membres
3- Note explicative : veuillez cocher les types de Traitements réalisés dans le cadre de la/du/des Prestation(s)/Service(s) Dans l'hypothèse où des opérations de Traitement réalisées au titre des Conditions Générales ne figureraient pas dans la liste ci-dessous, merci de compléter.	
<b>3- Nature des opérations de Traitement</b>	<input checked="" type="checkbox"/> Collecte <input type="checkbox"/> Enregistrement <input type="checkbox"/> Organisation <input type="checkbox"/> Structuration <input checked="" type="checkbox"/> Conservation <input type="checkbox"/> Adaptation ou modification <input type="checkbox"/> Extraction <input checked="" type="checkbox"/> Consultation <input checked="" type="checkbox"/> Utilisation <input checked="" type="checkbox"/> Communication par transmission <input type="checkbox"/> Diffusion ou toute autre forme de mise à disposition

	<input type="checkbox"/> Rapprochement ou interconnexion <input checked="" type="checkbox"/> Limitation <input checked="" type="checkbox"/> Effacement ou destruction <p>Dans l'hypothèse où des opérations de Traitement réalisées au titre des Conditions Générales ne figureraient pas dans la liste ci-dessous, merci de compléter : (...)</p>
<p>4- Note explicative : veuillez cocher les catégories de Données personnelles traitées</p> <p><b>Pour rappel</b> : une Donnée personnelle est toute information qui identifie directement ou indirectement une personne physique.</p>	
<p><b>4- Catégorie(s) de Données à Caractère Personnel traitées</b></p>	<input checked="" type="checkbox"/> <u>Identité et coordonnées</u> (exemples : nom, prénom, n° de téléphone, adresse mail professionnelle ou personnelle, n° salarié, etc.) <input type="checkbox"/> <u>Vie personnelle / habitudes de vie</u> <input checked="" type="checkbox"/> <u>Vie professionnelle</u> (exemples : domaine, fonction, rattachement etc.) <input type="checkbox"/> <u>Situation économique et financière</u> (exemples : n° CB, RIB, revenus, etc.) <input checked="" type="checkbox"/> <u>Données de connexion</u> (exemples : adresse IP, logs, cookies, adresse MAC, etc.) <input type="checkbox"/> <u>Données de localisation</u> (exemples : déplacements, données GPS, GSM, etc.) <input type="checkbox"/> <u>Données de santé</u> (exemple : n° de sécurité sociale, etc.) <input type="checkbox"/> <u>Données relatives à des infractions, condamnations, mesures de sûreté</u> , etc. <input type="checkbox"/> <u>Données sensibles</u> (exemples : données biométriques, génétiques, santé, vie sexuelle, sur l'origine raciale ou ethnique, opinions politiques, philosophiques ou religieuses, etc.) <input type="checkbox"/> <u>Autres</u> : si d'autres données que celles proposées ci-dessous sont traitées dans le cadre de la/du/des Prestation(s)/Service(s)
<p>5- Note explicative : veuillez indiquer, s'il y a lieu, les Sous-traitants intervenant dans le Traitement de Données personnelles.</p>	
<p><b>5- Sous-traitants ultérieurs</b></p>	<p>Dawex (fournisseur de la Data Exchange Platform) ;            Orange (Hébergement de la Plateforme).</p>
<p>6- Note explicative : veuillez indiquer quelles sont les personnes dont les données sont traitées (exemples : clients, collaborateurs de telle société, utilisateurs etc.)</p>	
<p><b>6- Catégorie(s) de Personnes Concernées</b></p>	<p>Utilisateurs (cf. définitions ci-dessus)</p>
<p>7- Note explicative : dans le cas où les Données personnelles traitées sont transférées à une entité (prestataire extérieur par exemple) située dans un Etat établi hors de l'Espace économique européen, veuillez indiquer s'il vous plaît les Etats où ces entités sont situées</p> <p><i>Exemple : en cas de maintenance d'une solution, si le prestataire de Hub One est situé hors de l'Espace économique européen.</i></p>	

<b>7- Localisation de l'importateur des Données en cas de Transfert</b>	N/A
8- Note explicative : veuillez indiquer combien de temps les Données personnelles sont traitées (exemples : X années, X heures, durée du contrat, durée du contrat + XX mois etc.)	
<b>8- Durée des opérations de Traitement</b>	Durée de l'Abonnement entre Hub One DataTrust et le Membre + 1 an (pour répondre aux demandes éventuellement formulées par le Membre sur l'usage de la Plateforme par son/ses Utilisateur(s))
9- Note explicative : le Responsable de traitement doit indiquer ses choix quant au sort des Données personnelles traitées dans le cadre de la/du/des Prestation(s)/Service(s) : que vont-elles devenir à la fin du Traitement (durée mentionnée dans le 8) ?	
<b>9- Restitution ou Suppression des Données (choix par le Responsable de traitement)</b>	<input type="checkbox"/> Restitution <input checked="" type="checkbox"/> Suppression <b>Remarques (si nécessaire) :</b> (...)