

GENERAL TERMS AND CONDITIONS OF USE **OF THE MY DSO MANAGER SOLUTION**

These general terms and conditions of use (hereinafter “General Terms and Conditions of Use” or the “GTCU”) are those of P2B Solutions, a limited liability company with share capital of €180,000, whose registered office is located at 140 Chemin de Billerey 38330 Biviers, registered in Grenoble under number RCS 811 828 987, whose legal representative is Mr Bertrand Mazuir (hereinafter referred to as the “Supplier”).

These GTCU relate to the MY DSO MANAGER software solution, to which the company P2B SOLUTIONS holds the intellectual property rights.

These General Terms and Conditions of Use are intended for Users of the MY DSO MANAGER Solution, i.e. any natural person attached to the Client of the company P2B SOLUTIONS and/or to a company Beneficiary of the Client, i.e. a legal person, in the name and on behalf of which the Client has given a commitment with respect to P2B SOLUTIONS.

ARTICLE 1. DESCRIPTION OF THE MY DSO MANAGER SOLUTION

The MY DSO MANAGER Solution is a software solution, which is remotely accessible over the Internet. It is a Solution dedicated to debt collection and customer risk management.

The functionalities of the MY DSO MANAGER Solution are the following for the User:

- client risk management:
 - tracking of outstandings and credit limits
 - guarantees from credit insurers and other guarantees
 - scoring models
 - alerts
 - integration of financial information
 - credit analysis
- Debt Collection
 - configurable collection scenarios
 - qualification of documents with status
 - e-mails and interactive e-mails, letters, SMS
 - monitoring of disputes and managing their resolution
 - collection agenda
 - action history
 - specific actions
 - actions out of collection scenario
 - payer profiles
 - automatic collection actions
- Reporting
 - segmentation of clients and different scopes
 - tracking performance and actions taken
 - ageing balance
 - DSO
 - overdue trend
 - cash forecast
 - payments history
 - research and customized reporting

ARTICLE 2. CREATION OF THE USER ACCOUNT – CLOSING

The P2B SOLUTIONS Client or the Beneficiary company has the possibility of creating user accounts allowing Users to access and use the MY DSO MANAGER solution.

Depending on the rights granted by the Client or the Beneficiary, the User may access the Solution as a simple User or as an administrator or super administrator. If the User has access to the Solution in administrator (or super administrator) mode, he/she becomes responsible for managing User accounts and User IDs and passwords.

The process for creating a user account is as follows:

1. the administrator or credit manager creates the user in the Solution admin and provides him/her with his/her login details
2. The user receives a confirmation email with a validation link
3. He/She clicks on the link and is redirected to an authentication page

Before accessing the Solution, the User must accept these General Terms and Conditions of Use by ticking the box provided for this purpose, as well as the Policy for the use of personal data shown on the login interface.

The login details are strictly personal and confidential. The User undertakes to keep them secret, not to disclose them in any form whatsoever and undertakes not to assign them to third parties.

The User's access, consultation and modification rights policy remains under the full responsibility of the Client or the Beneficiary, at the initiative of which the user account was created.

The User undertakes to inform it, by any means and as soon as possible, in the event of:

- theft or loss of username or password following a hack;
- loss of any terminal allowing access to a third party with no right over the Solution;
- piracy of one or more terminals providing access to the Solution.

Any User account may be suspended/closed without notice in the event of serious or repeated non-compliance by a User with these General Terms and Conditions.

A User employee agrees to no longer use the Solution once his/her employment contract with the Client or the Beneficiary ends.

A User Service Provider agrees to no longer use the Solution at the end of his/her mission agreed with the Client or the Beneficiary.

ARTICLE 3. GENERAL OBLIGATIONS OF THE USER

The User undertakes to use the MY DSO MANAGER solution under the following conditions:

- not to use the Solution for the purpose of hindering or altering its operation, in particular by intentionally or unintentionally congesting it by the untimely transfer of content, outside the cases of intended use;
- not to extract, copy or duplicate elements and graphics of the Solution, over which only the Supplier has intellectual property rights;
- not to introduce files/malware, or programs that contain computer viruses;
- not to store or transmit unauthorised content, which would be illegal or could constitute an incentive to commit crimes and offences, defamation and insults, invasion of privacy or even acts endangering minors;
- not to store or transmit content that may violate image rights, any intellectual property rights or any other rights belonging to others.

ARTICLE 4. SERVICES PROVIDED BY THE SUPPLIER

The Provider shall provide the following services:

- The right to access and use the Solution, granted to the Client, Beneficiaries and Users under the conditions as set out in Article 5 of these General Terms and Conditions. The scope of this right can be variable depending on the options chosen by the Customer (profile/super administrator/administrator/User – limited or unlimited number of users – number of simultaneous accesses). The Supplier provides Users with a user manual, in the form of [online help](#).

-Hosting the Solution and the data it contains - server operation and facilities management

-Corrective maintenance and minor updates to the Solution

Maintenance is not applicable in the event of:

- refusal by the User to co-operate with the Supplier in resolving anomalies;
- use of the Solution that does not comply with its intended purpose or the instructions given by the Supplier, in particular, if the anomaly is due to an event or environment under the control of the Client, Beneficiary or User;
- failure of electronic communication networks;
- deliberate act of degradation, malice, sabotage;
- anomaly due to a case of force majeure;
- failure by the User to adhere to the General Terms and Conditions of Use.

-Support service (only applicable for corrective maintenance)

This remote assistance service is available by email support@mydsomanager.com during business hours, Monday to Friday, 8:30 to 12:30, and 13:30 to 18:00 Monday to Thursday, Friday, the on-call service ends at 17:00 (closed Saturdays, Sundays and public holidays).

-The availability of the Solution

The Supplier shall use commercially reasonable efforts to ensure the availability of the Solution, except during maintenance periods.

The Supplier may interrupt the software services occasionally for maintenance and/or improvement work.

-The security of the Solution. The Supplier shall make all necessary arrangements to perform the software services under security conditions that comply with its security policy.

ARTICLE 5. INTELLECTUAL PROPERTY

The Supplier holds the intellectual property rights which allow it to grant the User the right to use the Solution in accordance with this Contract.

The User acknowledges that these GTCU do not confer any ownership right of these elements. The provision of the Solution under the conditions set out in the GTCU shall not be construed as an assignment of any intellectual property right to the benefit of the User, within the meaning of the French Intellectual Property Code.

Thus, the right of access and use granted under this Contract is exclusive of any transfer of intellectual property rights. This concerns in particular the rights referred to in Articles L 122-1, L 122-6, L 122-7 of the Intellectual Property Code.

The Supplier grants the User, throughout the duration of the Contract concluded with the Client, and worldwide, a non-exclusive right of access and use, this right being non-exclusive, non-assignable and non-transferable.

Under no circumstances may the User make the Solution available to a third party other than a Beneficiary or an authorised User, and is strictly prohibited from any other use outside the scope of this Contract, in particular any reproduction, adaptation, modification, representation, translation, arrangement, distribution, decompilation, without this list being exhaustive.

The User undertakes not to infringe in any way whatsoever the Supplier's rights to the Solution and not to carry out acts likely to result in the counterfeiting of all or part of any element or component of the Solution.

The User is informed of the fact that use of the Solution that does not comply with the provisions hereof exposes them to legal action (unfair competition, counterfeiting, etc.).

ARTICLE 6. FORCE MAJEURE

The Supplier may not be held liable for any delay or failure in the performance of any of its obligations under this Contract, if said delay or failure is due to the occurrence of a force majeure event usually recognised by the case law of the French courts.

Notwithstanding the cases of force majeure usually recognised by the case law of the French courts and tribunals, by express agreement between the Parties, are considered as cases of force majeure:- acts of terrorism; wars; total or partial strikes and lock-outs by third-party companies impacting the service, bad weather, epidemics, blocking of traffic routes, means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage; governmental or legal restrictions, legal or regulatory changes to forms of marketing; blocking of telecommunications (France Télécom networks or technical centre).

ARTICLE 7. LIABILITY OF THE SUPPLIER

The User is solely responsible for the choices it makes. Thus, the Parties agree that the Supplier cannot be held responsible in the event of the Solution's services being unsuitable for the needs described and information given by the User.

The Supplier is also not responsible for any harmful consequences related to the communication network and the User's failure to access the Internet and its IT security.

Finally, the Supplier may only be held liable for direct damage attributable to it as a result of the performance or non-performance, even partial, of its obligations hereunder, it being specified that indirect damage is excluded.

Thus, the Supplier shall not be held liable for any indirect loss, loss of opportunity, loss of data, or any other special damage or events beyond its control or any event not attributable to it.

By express agreement between the Parties, the Supplier's liability is limited, all direct losses combined, to the amount of €500.

ARTICLE 8. INSURANCE

The Supplier is the holder of a professional civil liability insurance policy, in order to cover any direct material or immaterial damage that it may cause under this Contract.

ARTICLE 9. SUBCONTRACTING - ASSIGNMENT

The Supplier shall subcontract all or part of the services.

In any event, the Supplier shall remain liable for any subcontractors it uses.

The Supplier is also authorised to assign these GTCU, without however being jointly and severally liable for the proper performance of these GTCU by the assignee.

ARTICLE 10. AGREEMENT OF PROOF

The Parties intend to lay down rules on the evidence admissible between them in the event of a dispute and on its probative value. The following provisions thus constitute the agreement of proof signed between the Parties, which undertake to comply with this article. The Parties agree that in the event of a dispute the following elements and processes shall be admissible before the courts and shall provide evidence for the data and events contained therein as well as the signatures and authentication processes expressed by them:

- the User's personal data (surname, email address, confidential username and password used to log in to the Solution, etc.)
- the documents and data stored on the Solution
- automatic notifications: e-mails and SMSs

The User undertakes not to dispute the admissibility, validity or probative force of the aforementioned elements.

ARTICLE 11. PROTECTION OF PERSONAL DATA

In connection with this Contract, the Supplier is required to process the User's Personal Data when accessing and using the Solution.

The User is invited to consult the P2B SOLUTIONS Personal Data Use Policy by clicking on the following link: <https://www.mydsomanager.com/conditions.php>

ARTICLE 12. MISCELLANEOUS PROVISIONS

Each of the clauses of these GTCU must be interpreted, in so far as is possible, such that it is validated with regard to the law applicable to it. If any of the provisions proves to be illegal, invalid or unenforceable by any court or administrative authority with jurisdiction pursuant to an enforceable decision, this provision shall be deemed unwritten, without affecting the validity of the other provisions and shall be replaced by a valid provision with equivalent effect, which the Parties undertake to negotiate in good faith, and such as the Parties would have agreed if they had known the illegality, invalidity or unenforceability of the said provision.

The fact that a Party does not avail itself of any provision of this Contract shall under no circumstances constitute a waiver of its right to require compliance with each of its clauses and conditions.



ARTICLE 13. APPLICABLE LAW – COMPETENT COURTS

This Contract is governed by French law.

In the event of a dispute that has not been settled amicably, express jurisdiction is granted to the court in the defendant's place of residence, in accordance with Article 42 of the Code of Civil Procedure, or, at the defendant's choice, at the place of performance of the Services, in accordance with Article 46 of the Code of Civil Procedure.