

TERMS OF AVAILABILITY OF THE PLATFORM

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View or **DOWNLOAD** the General Terms and Conditions for the Platform's Availability

1. PREAMBLE

1. The Company (hereinafter referred to as "AV MARKET") offers through its Website www.av-market.com a platform (hereinafter referred to as "the Platform") enabling consumer, professional and non-professional users ("Users") to contact each other for the purpose of selling and buying **second-hand Audio-Video material and musical equipment** at a price to be set by the seller.
2. The purpose of these General Terms and Conditions (hereafter "GTC") is to exclusively govern all the conditions of availability and use of the Platform, and the services offered by AV MARKET on said Platform.
3. The present Terms and Conditions apply to all Users (seller or buyer), whether they are natural persons, legal entities, consumers or professionals (hereinafter referred to as "the Seller"). **Access to and use of the Platform are conditional upon full, express and unreserved acceptance of these Terms and Conditions. Failing this, the user is not authorised to access and use the Platform or its services.**
4. Sales made through the Platform between the Seller and the Buyer are exclusively governed by the applicable rules of consumer law, the Civil Code and the French Commercial Code.
5. These GTC constitute the contractual documents binding on Users.
6. The Platform made available to Users is open to Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.
7. AV MARKET reserves the right to modify these GTC at its discretion and at any time without prior notice to the (non professional) User according to the evolution of its Platform, its services and the legislation in force. The use of the Platform is always subject to the most recent version of the GTCs permanently available on the Site. Any change to these Terms and Conditions will be notified in advance to Professional Users - exclusively - at least 15 days before the new version of the Terms and Conditions comes into force, thus providing them with a reasonable period of time in which to make any observations on the said changes.
8. The equipment enabling access to and use of the Platform is the sole responsibility of the User, as are the connection costs incurred by use. AV MARKET warns the User on the need to have a secure internet connection, allowing access to the Website and the Platform from the medium of his/her choice (computer, tablet, mobile phone).

2. SUBJECT

1. The purpose of these GTC is to govern all the conditions of use of the Platform made available to Users as well as the legal relationship between the Platform and Users (seller and/or buyer) with regard to the marketing of their products through it (offer and sale).

3. DESCRIPTION OF SERVICES

1. The services offered by AV MARKET consist of the provision of an online Platform allowing Users to create an account, to post or consult search ads for AUDIO-VIDEO material, AUDIO-VIDEO material sales offers and second-hand musical equipment, to get in touch with sellers in order to place an order, to pay the price of the products thus purchased, to confirm the delivery and reception of the said products, as well as to communicate between Users through an online messaging tool directly accessible from the Platform.
2. AV MARKET also provides, on an ancillary basis, invoicing and escrow services on behalf of third parties, which are entirely and exclusively provided by the secure Stripe payment platform.
3. The Platform also has a scoring system enabling the buying user to evaluate the quality of his exchanges with the seller, as well as the conformity of the product received with the published advertisement.
4. AV MARKET is only a service provider offering Users a service of making a Platform available to them and cannot at any time be considered as the buyer or seller of the products. The sales made through the Platform are concluded directly and exclusively between the Users (seller and buyer) without AV MARKET being party to the contract.
5. AV MARKET also offers an online sales service for transport labels. This service is subject to Special Conditions of Sale accessible at the end of these Terms and Conditions.

4. CONDITIONS OF ACCESS TO THE PLATFORM'S SERVICES

1. Access to and use of the Platform's services require (1) full and express acceptance of these GTC, GCS and Privacy Policy and (2) the creation of a user account (hereinafter "Account").
2. Any user, natural or legal person, having the status of consumer or professional, can create an Account free of charge by filling in the registration form available on the Platform.
3. Access to the Platform is limited to one account per individual or legal entity. Any duplicate will be deleted without delay or justification by AV MARKET.
4. Registration requires the User's knowledge and acceptance of the T&Cs and the Privacy Policy through the dedicated checkboxes upon confirmation by the User of the creation of the Subscriber Account.
5. By registering, the User acknowledges that he/she is of sound mind, of full age or over 16 years of age and has obtained the agreement of his/her legal guardians, has the capacity to contract and is not subject to any legal protection measures for adults as defined in articles 425 et seq. of the Civil Code.
6. The User undertakes to communicate only accurate, current and complete information, the accuracy, sincerity and reliability of which he or she guarantees at all times when creating his or her Account. The User undertakes to proceed without delay to any change in the information concerning him/her.
7. It is forbidden for the Seller to publish on the Platform any hyperlink external to AV MARKET.

8. When the seller makes sales of products through the Platform on a regular basis and for profit, he undertakes to identify himself unequivocally via his Account and to other Users as acting in a professional capacity.
9. In this respect, he acknowledges having been informed that presenting oneself as a consumer while acting in the course of a usual or regular professional activity may be considered as a misleading commercial practice, punishable by two years imprisonment and a fine of 300,000 Euros. The amount of the fine may be increased to 10% of the annual turnover or 50% of the expenditure incurred in carrying out the advertising or practice constituting the offence.
10. The User is solely responsible for the management and confidentiality of his means of authentication (e-mail and password), which are personal and confidential. He alone bears the consequences that may result from the loss, disclosure or fraudulent or illicit use of the means of authentication - AV MARKET cannot be held responsible in any case. The User undertakes to inform AV MARKET without delay of any loss or disclosure of its authentication means, and to proceed to the modification by renewal of said authentication means.
11. Access to and use of the Platform's services require sellers to open a payment account via Stripe. The Seller acknowledges and accepts that his registration and creation of an Account is conditional upon the opening of the payment account. Otherwise, he is not authorised to use the Platform's services.
12. AV MARKET reserves the right to refuse the creation of an Account and/or to delete the Account of any User without prior information or notice, in the event that the information provided is not objectively verifiable, or is likely to characterize for AV MARKET a situation that does not comply with current practices, laws and regulations.
13. Once the User Account has been created, the Buyer or Seller can proceed with the marketing of its products or search for products to buy.

5. SELLER'S OBLIGATIONS

1. The seller undertakes to comply with the laws and regulations applicable to him in his capacity as a professional or as a consumer, in particular with regard to tax, accounting, social security, consumer law and intellectual property law.
2. The Seller is free to decide which products he intends to offer for sale on the Platform, their actual description with a real photograph, their price and the conditions of sale, subject to full compliance with the Platform's contractual documents. The Seller undertakes to sell only products through the Platform:
 - Of which it is the owner or over which it has the rights and authorisations to sell them
 - Comply with applicable laws, standards and regulations, in particular with regard to intellectual property rights and product safety;
 - Which do not infringe the rights of third parties; (such as, in particular, any article which infringes or whose sale is regulated under legislative, regulatory or contractual provisions, in particular by a selective or exclusive distribution network).
 - Which are physically in stock or can be dispatched quickly in the event of an order by any buyer.

- The Seller must ensure that it is able to process the orders it receives, in order to ensure compliance with its legal and contractual obligations as a seller.
 - The seller shall refrain from offering for sale through the Platform products whose sale is prohibited and/or products contrary to the applicable laws and regulations in force, such as, but not limited to, products of a pornographic nature, stolen or lost products, medicines, drugs, weapons, ammunition, live animals, alcoholic beverages, etc.
 - The seller undertakes not to publish, propose or edit commercial or promotional offers that constitute or are likely to constitute infringements of applicable laws and regulations in force such as, in particular, the Consumer Code, the Civil Code, the Commercial Code, the Intellectual Property Code, the Penal Code or that are likely to be contrary to the rules applicable to competition law.
 - It does not guarantee that none of the advertisements published via its Account is or can be constitutive of a misleading commercial practice towards consumers, of an unfair competitive practice towards AV MARKET or a third party, and constitutive of an infringement of the property rights - in particular intellectual property rights - of AV MARKET or a third party.
 - In this respect, he acknowledges and expressly agrees to be solely responsible for the content of the advertisements published via his Account, such as in particular the classification of the product, the essential characteristics, the precise description of the condition of the second-hand product, the obligatory information, the photographs that commit him, the price, the VAT rate applied, the legal guarantees and their terms of implementation, the countries of dispatch, the cost of delivery, etc.
 - The Seller undertakes to ensure that the photographs or illustrations published in the advertisement comply with the product offered for sale, respect the rights of third parties and do not undermine public order or morality. It guarantees AV MARKET that it holds all intellectual property rights relating to the said photographs or illustrations thus published via the Platform.
 - The Seller is the sole master of his activity on the Platform both upstream (choice of products offered for sale and the volume of business generated, description) and downstream (processing of requests, compliance with delivery times, right of withdrawal, legal guarantees). Consequently, AV MARKET cannot be held responsible for the commercial success or failure, nor for any situation of economic dependence or any claim/action brought against a third party or User.
3. **Pricing obligations**
- The selling price of the second-hand product is freely defined by the Seller, and indicated at the time of publication of the advertisement on the Platform. It is indicated in Euros, all taxes and costs included, excluding delivery costs which will be calculated during the validation of the order, according to the delivery method chosen, the place and the characteristics of the product sold.
4. **Obligations relating to the acceptance, processing and delivery of orders**

- AV MARKET is not a party to the sales contracts concluded between the Platform Users. In this context, AV MARKET shall not be considered as a reseller, supplier, intermediary, buyer, broker, agent or representative and shall not be liable for the improper performance or non-performance of sales contracts concluded between Users through the Platform.
- As soon as a product put up for sale by the seller is the subject of an offer to purchase, the seller undertakes to accept or refuse it within a maximum period of four (4) calendar days following the entry of the credit card details by Stripe, which is equivalent to authorisation of payment of the price.
- If the seller fails to validate the offer to purchase within four calendar days, the order shall be deemed to have been "refused" by the seller.
- The validation of the offer leads to the automatic formation of the sales contract with the buyer and the seller, debit of the sales price and transmission of the respective contact details of the seller and the buyer in order to organise the delivery and/or collection of the product.
- In case of cancellation of the order by the Seller after confirmation of the offer and before shipment of the product, the Buyer will be fully refunded and the Seller will receive a warning from AV MARKET. In case of cancellation of the order by the Buyer, accepted cumulatively by the Seller and by AV MARKET, the Buyer will be refunded the price - after deduction by AV MARKET of the commission retained at 5% or 7% including VAT.
- The seller undertakes to confirm each month at least 95% of the buyer's offers made at the price stipulated or accepted by the latter following any negotiations on the Platform. Failing this, AV MARKET reserves the right, for sellers having made less than five (5) sales, to suspend or terminate their access to the Platform under the conditions provided for in article 9 hereof.
- The Buyer has a period of ten (10) calendar days to confirm the proper receipt of his order which will be presumed to be in conformity in the absence of confirmation within the said period.
- The seller is the sole debtor towards the buyer of all legal obligations such as, in particular, the obligation to deliver in conformity and the guarantee of hidden defects on the products sold.

6. FINANCIAL CONDITIONS

1. Payment of the Product by the Buyer

- The Buyer pays the price of the product once the order has been validated by the Seller, by credit card using the Stripe secure payment solution.
- In case of proven fraud to the credit card of a Buyer, AV MARKET shall bear the costs incurred by the credit card.
- The Seller undertakes to send the invoice directly to the Buyer, either in the parcel or by postal or digital (e-mail) dispatch.
- Any reimbursement by the Seller of all or part of the sums paid by the Buyer on the Platform must be made through the Platform. Upon the Seller's order and subject to the Platform's verification, if any, AV MARKET will proceed to the refund.

- The Seller shall bear the costs of returning the product in the event of an error attributable to the Seller, the implementation of a legal guarantee by the Buyer, the contestation or failure of the product sold, or any other reason for which the law requires the Seller to bear the return costs.

2. **Commissions owed by the Seller to the Platform**

- The creation of an Account and access to the Platform is free of charge. All costs necessary for the installation, synchronisation, access and use of the Platform by Users are at the exclusive and full charge of the latter.
- AV MARKET charges the Seller a commission of 5% or 7% of the product's sales price, including VAT and shipping costs, for each product order. The commission is due as soon as the Buyer has paid the price and that it has been sequestered by Stripe.
- No commission is due in case :
 - Cancellation of the order by the Buyer before acceptance of the offer by the Seller ;
 - Cancellation of the order by the Seller after acceptance of the offer and before shipment of the product;
 - To exercise the Buyer's right of withdrawal;
 - No withdrawal of the product by the Buyer from the Seller;
 - If the Buyer does not take/withdraw delivery of the product from the carrier.
- Conversely, the commissions received by AV MARKET will remain due and the sums in respect of these commissions acquired in case the Buyer requests cancellation of the order accepted by the Seller and AV MARKET.
- The amounts due to AV MARKET may vary, temporarily or permanently, in particular in the event of promotional operations or the launch of new services on the Platform. Any change concerning the system and the amount of commissions will come into force on the date indicated in the communication of the promotional operation or when the new services of the Platform are launched.

3. **Methods of payment**

- In view of the Platform's use of the Stripe payment solution for the sequestration and collection of the price of sales made through the Platform, the seller expressly authorises:
 - The third party payment service provider Stripe to receive and sequester the funds resulting from sales made through the Platform, until confirmation by the Buyer of the compliant delivery of the product;

- AV MARKET to deduct a commission of 5% or 7% of the sale price of the product (including VAT and shipping costs) directly from the seller's account of the Stripe service provider at the time of each payment;
- The third party service provider Stripe to pay the funds, after deduction of the said commission, to the Seller once the conforming delivery of the product has been confirmed by the Buyer and/or any dispute settled between the Seller and the Buyer (within a minimum period of seven (7) calendar days following validation by the Buyer under the conditions of article 5.4.7);
- The automatic and immediate compensation of the sums owed by the Seller to AV MARKET and those owed by AV MARKET to the Seller will take place by operation of law, which the Seller expressly accepts through these Conditions.
- The Seller acknowledges being bound by the choice of the third party payment provider chosen by AV MARKET. Therefore, in case of a change of payment provider by AV MARKET, the Seller undertakes to subscribe to the services of the new third party payment provider chosen by the Platform.

7. CLASSIFICATION OF ADS

1. Product advertisements published on the Platform are classified by default (known as "recommended") according to an algorithm based in particular on the following criteria:
 - Universe, type and categories of products (based on the keywords in the ad) ;
 - Geographical radius of the seller ;
 - Quality and mode of delivery ;
 - Date of publication of the advertisement ;
 - Opinions received (positive or negative) ;
 - Filling rate of the ad (title structure, number of characters > or < 250, number of photographs, etc);
 - Order rate (number of orders over a given period of time);
 - Availability and reactivity rate of the seller (response time, number of replies/total number of messages);
 - Acceptance rate ;
 - Number of completed orders;
 - Filling rate of the User's profile.
2. Two types of bonuses can also be applied for the classification of ads: a newcomer bonus for any first ad posted by a User who has created his account for less than 30 days, and a bonus allocated in a totally random way, every day, to 5% of the ads published on the Platform.
3. Users are informed that the Platform may adapt the classification and highlight certain products or categories of products that it considers relevant during peak commercial periods (such as Christmas).
4. Access to the Platform, the creation of an account, the publication and classification of ads are free of charge.

5. AV MARKET reserves the right to add, delete and/or modify all or part of the criteria for classifying ads, and undertakes to inform Users if necessary.

8. BUYERS' REVIEWS

1. AV MARKET has set up on the Platform an optional system of evaluation and rating by buyers of sellers and the quality of their products and services.
2. Reviews and notes may in particular relate to the essential qualities and characteristics of the product, the seller and its services such as, in particular, its availability rate, acceptance deadlines, the conformity of the advertisement and descriptions with the product delivered, compliance with the delivery deadlines announced, the processing of complaints, etc.
3. Sellers are informed and expressly accept that buyers' reviews and notes are published on the Platform and accessible to all Users.
4. AV MARKET reserves the right to suspend or delete the Account of a seller with more than three (3) negative reviews and/or notes equal to or less than 2/5.

9. SUSPENSION - CANCELLATION

1. **At the initiative of the User.** The User (seller or buyer) has the option of unsubscribing and deleting his Account directly from the Platform, subject to (1) being perfectly in order and up to date with regard to other users, the Platform and any third party, (2) there being no dispute or claim being processed, no order in progress, no unpaid invoice (totally or partially) on the day of the request for deletion of the Account. Failing this, the cancellation will only take effect as from (1) the processing and closure of the claim procedures, requests for reimbursement or any other request from a user, (2) the full payment of all sums due to the Platform, including in particular the commissions due in accordance with article 6.2 of these GTC and (3) the finalisation of a sale in progress by the Buyer or Seller, until its perfect execution and the payment of the price.
2. **At the initiative of the Platform.**
 - AV MARKET reserves the right to suspend or delete the User's (seller or buyer) access to the Platform by terminating his Account, to one or more of its services and/or to the content and information published on the Platform via his Account, at any time, without prior notice or recourse to a court of law, and by simple notification by email to the email address communicated by AV MARKET via its Account, in case of breach by the User of one of the obligations under the present Terms, and in particular in case of violation of articles 4, 5, 6, 10, 12 and 13 of the present Terms, notwithstanding its right to claim damages in case of fault and prejudice, even indirect.
 - Suspension or termination of the User account may in particular result in the immediate, temporary or definitive withdrawal of disputed offers or advertisements from the Seller or the Buyer, the temporary or definitive prohibition to publish offers or advertisements on the Platform as well as the temporary or definitive suspension of any payment of sums sequestered by Stripe for sales made via the Platform.
 - In case of breach by the Seller User of any of the obligations of these GTC towards a Buyer, AV MARKET reserves the right, which the Seller expressly accepts without reservation, to either :

- To suspend all offers published and put online by the User via the Platform until the settlement of the said dispute;
- To deposit the assets of the Seller or the sums paid by the Buyer within the framework of the disputed sale;
- To reimburse the Buyer for the total amount of his order and to charge the Seller for the reimbursed amount;
- Or to take any other action that AV MARKET deems useful to protect the Buyer's rights, in particular in the event of a claim or the exercise by the Buyer of a legal guarantee or his right of withdrawal not processed or not settled within the legal and contractual deadlines.

- **Effects of termination.**

1. Termination of the User Account entails the termination of the contractual relationship between the Platform and the User and therefore the deletion of the User's Account and all the information contained in said Account.
2. All sums owed by the Seller on the effective date of termination shall become due and payable immediately.
3. The termination of the contractual relationship causes the Seller (or the Buyer) to lose its status as a User of the Platform. Consequently, (1) all offers or advertisements published by the latter are deleted from the Platform without delay, (2) access to the User Account is deleted, with the exception of orders being processed, i.e. orders validated by the Seller, paid for by the Buyer and not yet delivered and/or declared compliant by the Buyer.
4. No copy of the commercial and advertising data contained in his Account may be provided to the former User, so it is up to the latter to ensure that the information in his Account is archived before it is deleted.

10. INTELLECTUAL PROPERTY

1. Ownership of pre-existing elements by AV MARKET

- AV MARKET is a trademark protected by a registration with the INPI under the number 461 60 98 and is owned by the manager of the company GROUPE AZZUR.
- All texts, comments, works, illustrations, works, images, photographs, videos, diagrams, structure and organisation of product sheets, and all other graphic or visual elements reproduced or represented on the Platform (such as in particular by AV MARKET) are strictly reserved under copyright as well as under industrial property for the whole world.
- For this reason and in accordance with the provisions of the Intellectual Property Code, only use for private use subject to different or even more restrictive provisions of the Intellectual Property Code is authorised.
- Any total or partial reproduction or representation of the Platform, including graphic charters and any other graphic or visual elements found directly on the Platform is strictly forbidden.
- Company names, trademarks and distinctive signs reproduced on the Platform are protected under trademark law. The reproduction or

representation of all or part of any of the aforementioned signs is strictly forbidden and must be subject to prior written authorisation from AV MARKET.

- The User is also prohibited from (1) extracting by permanent or temporary transfer all or a qualitatively or quantitatively substantial part of the content of the Platform on any other medium, by any means and in any form whatsoever, and (2) reusing, by making available to the public all or a qualitatively or quantitatively substantial part of the content of the Platform, in any form whatsoever.

2. **Licence to use the Platform granted to the User**

- AV MARKET grants the User (Seller and Buyer) a personal, non-exclusive, non-transferable and non-transferable right to use the elements of the Platform protected under intellectual property law (including the User Account space), for the entire duration of the use of the Platform and its services, for the use of the User's needs. By "use for the User's needs", it should be understood a right of use for the sole needs of the User with an Account on the Platform, by its only authorised employees when it is a legal entity, to the exclusion of all third parties.
- By accepting this license of use, the User agrees not to harm the interests of AV MARKET. Consequently, he or she shall refrain from any type of use not explicitly provided for by law to the benefit of the User or not expressly authorised by these GTC, and in particular:
 - To use the Platform outside the conditions set out in these GTC and in all other contractual documents;
 - Attempt to copy, modify, reproduce, create, alter, republish, download, display, transmit, broadcast, distribute or market all or part of the protected elements of the Platform, in any form, on any medium or by any means;
 - To use the Platform simultaneously a number of times greater than the number of accesses provided for Users;
 - To access the Platform and its services in order to design or develop, directly or indirectly, a competing solution, platform or services;
 - To use the Platform and its services, either directly or through a third party, in order to design specific software, user documentation or any other platform, functionally or visually identical, similar or competing with the Platform, and/or which may infringe AV MARKET's intellectual property rights;
 - To use a spider, an application or software for searching, collecting or retrieving websites or any other means to retrieve or index all or part of the protected elements of the Platform;
 - Attempt in any way whatsoever to circumvent or remove technical protection measures put in place on the Platform;
 - To distribute, market, lend, rent, lease, sublease, transfer or make available all or part of the protected elements of the Platform by any means to a third party.

3. License of use granted by the User to AV MARKET

- The User grants AV MARKET, free of charge and on a non-exclusive basis, a licence to use and exploit all the distinctive elements and signs (such as trademarks, company names, trade name, sign, logo, etc.) as well as graphic, visual or textual elements reproduced or represented on the User's Platform (such as product sheets, advertisements, photographs, images, texts, etc.) of which he or she is the owner or holder of the rights (hereinafter "the Content").
- The said licence is granted worldwide, for the entire legal duration of the intellectual property rights and in all forms, presentations and by all current and future processes, for the purposes of canvassing, promoting and/or marketing the User's products.
- The said licence includes the rights of reproduction, representation; adaptation as well as secondary rights, which are as follows:
 - The right of reproduction, which notably includes the right to fix, digitise, reproduce, edit, exploit, establish all or part of the Content by any means (digital, magnetic, mechanical, electronic, fibre optic, Internet, etc.), by any process and on any medium (physical and digital) known or unknown to date, existing or future, foreseeable or unforeseeable, whatever the mode of exploitation, including on any sites, digital and fibre optic networks, in as many copies as AV MARKET wishes;
 - The right to put or have put into circulation and to exploit or have exploited these originals, duplicates or copies, on all media as specified above, by all electronic communication networks and/or fixed and/or mobile radiocommunication networks and, more generally, by all means of making available to the public, existing or future, all or part of the Content and all other derivative uses contemplated herein, in particular the promotion and commercial exploitation of the products;
 - The right of representation, which notably includes the right to represent or have represented, to distribute or have distributed, to publish or have published, to exploit or have exploited, to commercialise or have commercialised, to transfer all or part of the Content, free of charge or against payment, on all existing or future, foreseeable or unforeseeable media, notably in physical, electronic, computerised or multimedia form, known or unknown to date, and in digital form, whatever the format and presentation;
 - The right of adaptation, which notably includes the right to retouch, modify, arrange, translate into all languages and computer languages, cut, compact, make evolve and modify, integrate into a new or pre-existing work, all or part of the Content, which may include language and colour corrections, cropping, the enhancement or preservation of details and all corrections made necessary, by all processes and on all media (physical and digital) known or unknown to date, existing or future, foreseeable or unforeseeable, whatever the mode of operation, including on all sites, digital networks and fibre optics, in as many copies as AV MARKET wishes;
 - The right to consult, use and commercially exploit all or part of the Content, personally or for the benefit of third parties, in any form and

for free or against payment, including by way of licence, assignment or any other means.

4. The User guarantees AV MARKET that he or she holds the rights to the Content or that he or she has, without restriction or reserve, the necessary authorisations for its use under the conditions set out above. In this context, the User guarantees AV MARKET against any recourse, dispute or infringement action relating to the Content posted by the User on the Platform. In this respect, it undertakes to inform AV MARKET immediately and to hold AV MARKET harmless as a guarantee.
5. The Site reserves the right to suspend or delete any advertisement, product or content published on the Platform that is contested or claimed by a User or a third party. In this case, the Seller undertakes to provide a written response to the User or third party having made the dispute as soon as possible and no later than one month (1) following receipt or knowledge by the Seller of the dispute.

11. RESPONSIBILITY OF THE PLATFORM

1. Scope of application

- The User is informed that AV MARKET is subject to a strict obligation of means, and that it may have to temporarily interrupt access to the Platform for technical reasons, and in particular to carry out maintenance. The User expressly accepts these interruptions and waives the right to make any claim in this respect, regardless of the circumstances and consequences of the said interruption.
- AV MARKET is not responsible for the use made by the User of the Platform.
- In addition, it shall in no event be liable or responsible for any action or recourse by third parties in the event - in particular - :

- Using the Platform's services in a way that is not provided for or does not comply with these GTC and any other contractual document enforceable against AV MARKET ;

- Using all or part of the Platform when AV MARKET, following a difficulty or for any reason whatsoever, had recommended to suspend its use;

- Use of the Platform in an environment that does not comply with the environment indicated by AV MARKET or in a configuration that does not comply with AV MARKET's technical prerequisites, or in connection with programmes or data of third parties not authorised by AV MARKET;

- The occurrence of any damage resulting from the fault, negligence or breach of contract of the User (towards AV MARKET or a Buyer or Seller User);

- Use in connection with third party software, applications or computer services not provided or endorsed by AV MARKET and which may affect the Platform's services or data;

- Information, images, sounds, texts, videos, commercial and/or promotional offers contrary to the laws and regulations in force, published on the Platform;
- The violation of intellectual property rights relating to the content published, in whole or in part, on the Platform, without the express agreement of the author;
- Possible misappropriation of passwords, confidential codes, and more generally any information of a personal and/or sensitive nature for the Partner Institution, insofar as it can be proven that the origin is the responsibility of the Partner Institution.

- AV MARKET shall in no way be held liable for any direct or indirect damage suffered by the User that may arise as a result of or during the execution of these Terms and Conditions and its consequences, or for any network malfunction that prevents the Platform from functioning properly. Indirect damage is understood to mean, without this list being exhaustive, losses of the User or third parties, including, in particular, any lost profits, lost or unrealised sales, loss of data, commercial prejudice, loss of turnover or profit, loss of customers, loss of opportunity, damage to image, cost of obtaining substitute material, service or technology, damage caused to equipment and materials, any consequences of a virus, bug, anomaly or computer failure and more generally any damage caused to the computer or other equipment used by the User to use the Platform.
- AV MARKET reserves the right to develop, modify, recast, totally or partially, the said Platform at any time.
- The services offered by AV MARKET are limited to the provision of a Platform. **AV MARKET is not a party to the sales contract between Users.** The User assumes full responsibility for the execution, non-execution and consequences of the sales contract with the purchasing User.

2. Limitation of liability

- In the event AV MARKET is held liable, the Parties agree that - all sums taken together - AV MARKET cannot be required to pay an amount higher than the commissions actually received by AV MARKET during the last TWO (2) months prior to the date of occurrence of the event giving rise to liability.
- The Parties agree that this limitation of liability is an integral part of the contractualisation process between the Parties, and was one of the essential elements taken into account when determining the amount of commissions hereunder. Accordingly, the Parties acknowledge that the agreed prices reflect the allocation of risk between them and the resulting limitation of liability.

3. Prescription

- **It is expressly agreed between the Parties that if the User fails to hold AV MARKET contractually liable, through legal action, within ONE (1) year from the date of occurrence of the damage,**

the User will be deemed to have waived any possible contractual breach.

4. Force majeure. Will be considered as a case of force majeure any fact or irresistible circumstance, external to the parties, unforeseeable, unavoidable, independent of the will of the parties and which cannot be prevented by the latter, despite all reasonably possible efforts. The party affected by such circumstances will REVIEW the other party within ten working days following the date on which it becomes aware of them. The two parties will then meet to examine the impact of the event and agree on the conditions under which the execution of the contract will be continued. If the case of force majeure lasts longer than one month, these GTC may be immediately terminated by the injured party. In a non-exhaustive manner, the following are considered as cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transport, earthquakes, fires, storms, floods, lightning, epidemics, the stoppage of telecommunication networks or difficulties specific to telecommunication networks external to Users.
5. The present provisions remain applicable in the event of termination of the contract, whatever the cause and including in the event of termination or judicial resolution.

12. GUARANTEES OF THE SELLING USER

1. Without prejudice to the obligations incumbent on the parties, the Platform and the User are and remain independent companies or entities, including economically, deemed to act on their own initiative and fully and freely ensure the achievement of their respective social objectives. These GTC shall not be regarded or qualified as a joint venture or de facto company, a contract of mandate, commercial agent or employment, for any reason whatsoever.
2. AV MARKET is not a party to the sales contracts concluded between the Platform Users. In this context, AV MARKET shall not be considered as a reseller, supplier, intermediary, buyer, broker, agent or representative. It is the Seller's responsibility to make available to the Users all possible sales conditions that may be opposable to it.
3. AV MARKET shall in no way be held liable for the improper execution or non-execution of sales contracts concluded between users of the Platform. The Seller is solely responsible for the information, data and content that it publishes on the Platform, such as in particular photographs and descriptions of products, prices, amounts and delivery terms, promotional offers, terms of exercise of legal guarantees, etc. In this context, it will be its own responsibility to take action, contest, take action and more generally to take action against any dispute arising or resulting, directly or indirectly, from the information or advertisements published and offered for sale by the User on the Platform.
4. The Seller is the sole debtor with respect to the purchasers of the legal obligations relating in particular to the obligation to deliver the products sold in conformity and hidden defects, and more generally of all applicable legal obligations (relating in particular to consumer law, the amended Data Protection Act and the RGPD, tax law, etc.).
5. In this respect, the User alone will be responsible for the steps and procedures relating to the exercise of the buyer's rights, such as legal guarantees in particular. The User is solely responsible for any shipping defect, delay or non-

delivery, whether total or partial, theft or error, or for any other actions related to the management and delivery of products sold via the Platform.

6. The Professional Seller undertakes to do his business and to process as soon as possible and in any event within the legal time limits any request for withdrawal made by a Buyer who is a consumer or similar to a consumer, exercised under the legal conditions imposed by the Consumer Code. In this respect, it undertakes to inform the Buyer of all the information due in respect of the exercise of the right of withdrawal, as well as the time limits and procedures for exercising it.
7. In the interest of defending the interests of the Buyers, the Platform nevertheless reserves the right to intervene in the resolution of any dispute arising between the Seller and the Buyer which has not been resolved within three days.

13. PERSONAL DATA

1. AV MARKET, which publishes and operates the Platform, is responsible for processing relating to the use of the Platform within the meaning of the Regulations in force (including Regulation (EU) n°2016/679 on the protection of personal data applicable as of 25 May 2018, Law n°78-17 of 6 January 1978 known as the amended Data Protection and Freedom Law, and any regulations supplementing, amending or replacing them).
2. Under no circumstances is AV MARKET responsible for any processing related to the payment and execution of the sales contract.
3. The User's personal data likely to be collected and processed by AV MARKET (i.e. surname, first name, e-mail, postal address, date of birth, country of residence, telephone number, languages spoken, mother tongue, bank details (RIB) are necessary for the management of the User Account, the processing of complaints, the monitoring of advertisements and sales offers, the transmission of promotional offers, commercial canvassing including by third parties, the fight against fraud, the security of the Platform and Customer knowledge and statistics and user performance.
4. They may be passed on to commercial and technical partners, suppliers and independent third parties (Europe and outside Europe) who contribute to these relationships such as those responsible for the execution of services, management of the Platform, execution, order processing and payment. This information and data is also kept for security purposes, in order to comply with legal and regulatory obligations and to enable the Platform to improve and personalise the offers proposed.
5. In accordance with the Regulations in force, the User, proving his identity (to enable the Platform to ascertain it in the event of legitimate doubt as to identity), has a right of access, rectification, opposition, deletion and portability of personal data concerning him. It may require the data controller to rectify, complete, update, lock or erase, as the case may be, any personal data concerning it that is inaccurate, incomplete, ambiguous, out of date or whose collection, use, communication or storage is prohibited.
6. In this case, it is sufficient to make the request by e-mail to rgpd@av-market.com or by post to the Company GROUPE AZZUR, SARL, Immeuble " Le Galaxie - Bloc B ", 2793 Chemin de Saint-Claude 06600 Antibes.
7. **In order to facilitate the processing of the request, it is advisable to accompany it with a photocopy of a valid identity document bearing the User's signature and specifying the address to which the reply should be**

sent. A reply will then be sent to you within 2 months of receipt of the request.

8. Likewise, the heirs of a deceased person who can prove their identity may, if elements brought to their knowledge lead them to presume that the personal data relating to them which are being processed have not been updated, require the controller to take the death into account and to make the necessary updates as a consequence. Where the heirs so request, the data controller must justify, at no cost to the applicant, that it has carried out the operations required under the previous paragraph.
9. In order to ensure the security and reliability of the use of the Platform, the connection logs linked to the Accounts will be kept for three months.
10. For more information, the User is invited to consult the Data Protection Policy of the Site accessible at the following address: www.av-market.com/en/page/privacy-policy.

14. GENERAL PROVISIONS

1. No waiver

The fact that one of the Parties refrains, at any time, from invoking the non-performance by the other Party of any of its obligations resulting from a clause of these T&Cs does not imply a waiver by the said Party of the rights conferred by the said clause or any other clause of the T&Cs.

2. Permanence of the contract

The invalidity of any clause of these GTC does not affect the validity of the other clauses. The present contract shall continue in the absence of the annulled clause unless the annulled clause renders the continuation of the contract impossible or unbalanced in relation to the initial agreements.

If one or more of the stipulations herein are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain their full validity unless they are inseparable from the invalid stipulation.

3. Headings of clauses

The headings at the top of each article are for the convenience of the reader only and may not under any circumstances be the pretext for any interpretation or distortion of the clauses to which they refer. In the event of difficulty of interpretation or contradiction between the content of a clause and its title, the latter shall be deemed to be unwritten.

4. Evidence Convention

In accordance with Article 1316-2 of the Civil Code, the parties intend to establish, within the framework of the services provided, the rules relating to the evidence admissible between them of a dispute and its probative force. The following provisions thus constitute the agreement of proof between the parties, who undertake to respect the present site.

AV MARKET and the User undertake to accept that, in the event of a dispute, the data resulting from any computer, digital or e-mail recording as well as any element transmitted by the User constitute proof of acceptance of these GTC.

The Parties irrevocably accept that in the event of a dispute, the scope of these

documents, information and recordings is that of an original, in the sense of a written paper document, signed in a handwritten manner.

15. SETTLEMENT OF DISPUTES

1. Internal complaints management system

The Platform provides Users with an internal system for managing complaints relating to the Platform and its services. This system allows the User to make a complaint directly to AV MARKET, exclusively concerning his experience on the Platform and/or its services, excluding all complaints concerning talks and/or contractual relations with another User (including Seller) which must be directly directed and addressed to the User concerned.

AV MARKET will make its best efforts to respond to the User's complaint as soon as possible, and redirect it to the competent entities if necessary, provided that the User's complaint is duly documented and justified.

2. Mediation services

In the event of a dispute relating to relations with another User, any Professional User may request mediation from the following two mediation bodies:

- The Médiateur des Entreprises, to whom one can write or who can be contacted directly via the website www.economie.gouv.fr/mediateur-des-entreprises ;

For all consumer Users, the latter may refer the matter to :

- Médiation - vivons mieux ensemble, 465 avenue de la Libération, 54000 NANCY, telephone 0956430409, website www.mediation-vivons-mieux-ensemble.fr.

16. APPLICABLE LAW AND JURISDICTION

These GTC are subject to French law.

Any dispute relating to the validity, interpretation, execution, non-execution of these Terms of Use governing the relationship between AV MARKET and the consumer and professional User will be submitted to the Courts of the jurisdiction of the Court of Appeal of Aix en Provence.