



# General terms and conditions of sale

Effective September 1, 2021

## Article 1. Scope of application

The present General Conditions for the provision of services between professionals constitute, in accordance with article L441-6 of the Commercial Code, the unique basis of the commercial relationship between the parties ("The General Conditions").

Their purpose is to define the conditions under which the company Mobilite.eco ("The Provider") provides to the professional customers ("The Customers" or the "Customer") who ask for it, by direct contact or via a paper support, the following services

- Access to the Mobilite.eco application allowing the creation, the traceability of proofs of mobility and the calculation of CO2 equivalent emissions (CO2e) savings in the context of the home-work travel of the customer's employees
- Access to the Mobilite.eco platform allowing also the creation of incentive campaigns for SUSTAINABLE MOBILITY and their financing through the Sustainable Mobility Package.
- Preparatory services and support for the implementation of the application.

They apply, without restriction or reservation, to all Services rendered by the Service Provider to Customers of the same category, regardless of the clauses that may appear in the Customer's documents, including its general terms and conditions of purchase.

In accordance with the regulations in force, these General Conditions are systematically communicated to any Customer who requests them, to enable him to place an order with the Service Provider. They are also communicated to any Customer prior to the conclusion of a single agreement referred to in Article L 441-7 of the French Commercial Code, within the legal deadlines.

Any order of Services implies, on the part of the Customer, the acceptance of these General Conditions.

The information contained in the Provider's website, catalogs, brochures and price lists is given as an indication only and may be revised at any time. The Provider is entitled to make any changes that it deems necessary.

In accordance with the regulations in force, the Provider reserves the right to deviate from certain clauses of these General Terms and Conditions, depending on the negotiations conducted with the Customer, by establishing Special Terms and Conditions.

The Service Provider may, in addition, establish Categorical General Terms and Conditions, derogating from these General Terms and Conditions, depending on the type of Customer considered, determined on the basis of objective criteria. In this case, the Categorical General Terms and Conditions apply to all Customers meeting these criteria and having accepted them.

In the absence of proof to the contrary, the data recorded in the Provider's computer system shall constitute proof of all transactions concluded with the Customer.

The coordinates of the Provider are the following:

Mobilite.eco, SAS

Variable capital of 100000 euros

Registered at the RCS of Bayonne, under the number 88996070400019

38 avenue du golf, 64600 Anglet

E-mail : contact@Mobilite.eco

The Services presented on the Mobilite.eco website are offered for sale on the French territory according to two modes of offer:

- A Freemium offer, free and without commitment
- A Premium offer, paying and with commitment

## Article 2. Financial conditions

In return for the use of the Mobilite.eco applications as described in the Premium offer, the customer will pay Mobilite.eco a fee for access to the application and a fixed price for the implementation.

It is agreed between the parties:

- that the Customer will be able to access the Mobilite.eco platform via one or more Administrator User Accounts,
- that the Customer's employees registered on the Mobilite.eco platform can access the Mobilite.eco application via a User Account,
- that the Customer may at any time archive or unarchive any User Account registered on the application. An employee who has had his User Account archived by the Customer will no longer be able to access the application.

### 2.1 Remuneration of the right to access and use the application

#### 2.1.1 Remuneration base

The parties agree that the number of users in the current month will be determined by the number of "non-archived" user accounts in the current month.

#### 2.1.2 Amount of compensation

It is agreed between the parties that Mobilite.eco will receive a remuneration of 2€ exclusive of taxes per month for each "Non-archived" user during the current month starting from the 6 exclusive of taxes "Non-archived" user, within the framework of the Premium offer.

The billing for the current month will take place on the first day of the following month.

In accordance with the legal provisions, the VAT rate in force will be applied to the invoices thus established. Invoices are payable within thirty (30) days from the date of issue of the invoice.

## **2.2 Set-up fee**

Mobilite.eco will receive a fixed price of 6€ exclusive of taxes per employee invited by the customer on the platform the first month of his invitation in the framework of the Premium offer.

This fixed price covers the setting up of the campaign(s), the support for the handling of the application by the administrator and delegated administrators designated by the platform customer and its training, as well as the quarterly follow-up of the campaigns.

The invoicing of this package is done the month following the date of the invitation of the employee by the Customer.

The services are provided at the rates of the Provider in force on the day of the order, according to the estimate previously established by the Provider and accepted by the Customer, as indicated in the article "Orders" below. Prices are net and exclusive of VAT.

These prices are firm and non revisable during their period of validity but the Provider reserves the right, outside of the period of validity, to modify the prices at any time.

## **Article 3. Orders**

### **3.1 Conclusion of the service contract**

If the Customer wishes to subscribe to the Premium offer, he shall express his wish to Mobilite.eco, in particular by the email address: [contact@mobilite.eco](mailto:contact@mobilite.eco)

The contract for the provision of services is considered to be concluded after the Provider has drawn up a quotation, the Customer has expressly accepted this quotation in writing and the Provider has received the quotation accepted by the Customer. This document, duly signed by both parties, shall constitute an order form.

The Customer declares to be legally capable of entering into a contract under French law or to be a valid representative of the individual or legal entity for which it is contracting.

The Parties do not intend to condition their commitment to a period of reflection, this contract takes effect on the day of acceptance by the Customer of the quotation of the Provider. The contract shall terminate upon full completion of the services ordered.

By placing an order, the Customer acknowledges that it has received the necessary advice and information to ensure that the Provider's services meet its needs.

### **3.2 Request for modification**

Any request for modification of an order received by the Provider is subject to the express written agreement of the latter. In case of agreement, this modification will result in the signature of an amendment to the initial contract, including a possible adjustment of the price.

### **3.3 Order cancellation**

In case of cancellation of the order by the Customer after its receipt by the Provider, for any reason whatsoever, except force majeure, the Customer is required to pay the full price of the services.

The placing of an order implies the conclusion of a contract for a minimum period of 12 months renewable for the same period by tacit agreement.

## **Article 4. Terms of payment**

### **4.1. Settlement time**

The payment term is set at 30 days from the date of the invoice.

The billing is monthly in order to take into account the variations of the number of users invited by the customer on the application.

### **4.2. Late penalties**

In the event of late payment of amounts due by the Customer after the deadline set forth above, and after the payment date shown on the invoice sent to the Customer, late payment penalties calculated at the legal interest rate plus 10 percentage points shall be automatically and automatically due to the Provider, without any formality or prior notice. The parties agree that this rate is calculated on a prorata temporis basis by period of one calendar month and that each month started is counted as a whole month.

In addition, late payment will result in the invoicing of a fixed indemnity of 40 euros, in addition to the above-mentioned late payment penalties, for collection costs due by right by any professional in a situation of late payment.

If the collection costs actually incurred are higher than this fixed amount, in particular in the case of recourse to a firm in charge of reminders and formal notices, an additional compensation will be requested upon justification.

The indemnity applies to each invoice paid late.

Late payment shall result in the immediate payment of all sums due to the Service Provider by the Customer, without prejudice to any other action that the Service Provider may be entitled to take against the Customer in this respect.

Finally, the Provider reserves the right, in case of non-compliance with the above payment terms, to suspend or cancel the provision of Services ordered by the Customer.

#### **4.3 Lack of compensation**

Except with the express prior written agreement of the Provider, and provided that the reciprocal claims and debts are certain, liquid and due, no compensation may be validly made by the Customer between any indemnities or penalties due by the Provider on the one hand, and the sums owed by the Customer to the Provider for the purchase of said Services, on the other hand.

Payments made by the Customer shall be considered final only after the Service Provider has collected the amounts due.

The Service Provider shall not be obliged to provide the Services ordered by the Customer if the Customer does not pay the price in full in accordance with the above conditions.

## **Article 5. Provision of Services**

The services to which the Customer has access under the Freemium offer are :

- The creation and management of a sustainable mobility package campaign
- for an unlimited number of employees (although restrictions may be imposed to ensure the proper performance of the Services)
- and for an unlimited number of establishments
- Creation and management of a User Administrator Account
- Generation and access to 5 proofs of sustainable mobility per month
- Generation of a csv export for HRIS integration

The services to which the Customer has access under the Premium offer are :

- The creation and management of an unlimited number of sustainable mobility, walking incentive and/or telecommuting campaigns (although restrictions may be made to ensure proper performance of the Services)
- and for an unlimited number of locations
- The creation and management of one or more Administrator User Accounts
- Generation and access to a free number of proofs of sustainable mobility and/or carbon avoidance per month
- Generation of a csv export for HRIS integration

The Services ordered by the Customer will be provided as follows:

- Access to the Mobilite.eco platform and its use by an administrator designated by the company.
- Use of the mobile application and its features by the company's employees.

The said Services will be provided immediately following the registration and download of the mobile application as of the final validation of the Customer's order, under the conditions provided for in these GTC at the address indicated by the Customer at the time of his order.

The Provider undertakes to make its best efforts to provide the Services ordered by the Customer, within the framework of an obligation of means and within the time limits specified above.

If the Services ordered have not been provided within two weeks after the indicative date of provision, for any reason other than force majeure or the Customer's fault, the sale of the Services may be cancelled at the Customer's written request.

In the event of a special request by the Customer concerning the conditions of provision of the Services, duly accepted in writing by the Service Provider, the costs related thereto shall be subject to a specific additional invoice at a later date.

The provision of the Services may take place at any other location designated by the Customer, subject to a one-month notice, at any time in the administration part of the application at the sole expense of the Customer.

In the absence of reservations or claims expressly made by the Customer upon receipt of the Services, the latter shall be deemed to be in conformity with the order, in quantity and quality.

The Customer shall have a period of one week at any time after the provision of the Services to make claims by email to [contact@mobilite.eco](mailto:contact@mobilite.eco), with all related supporting documents, to the Provider.

No claim will be validly accepted in case of non-compliance with these formalities and deadlines by the Customer.

## **Article 6. Responsibility of the Provider - Guarantees**

As the services are of an intellectual nature, the Service Provider is subject to an obligation of means and not of result, in this sense, it must implement all the means in its possession, and within the limits, in particular financial, of the contract, in order to carry out the services which are entrusted to it.

In no case, the Provider is subject to an obligation of result, in particular with regard to the turnover, or the financial results of the Customer.

The Service Provider shall not be liable for the implementation by the Customer of the advice or the use of the data or databases provided by the Service Provider.

It is reminded that the Client is an independent professional and is solely and exclusively responsible for the success of its operation.

The Client declares that he has conducted his own investigations and research concerning the activities concerned by the Services and that he understands that his operation involves risks and that the success of the operation depends, to a large extent, on his own resources and professional capacity, and that, under these conditions, no guarantee of success is given by the Service Provider.

The Service Provider shall only be liable if the services have not been performed in a professional manner. In this respect, it is emphasized that the Provider shall not be held liable for the content produced by the Client for the purpose of fundraising.

In order to assert its rights, the Customer shall, under penalty of forfeiture of any action relating thereto, notify the Provider, by registered letter with acknowledgment of receipt, of its claim within a maximum period of 8 working days from the completion of the services.

In the event that the Provider's liability is incurred, it shall be limited to the price of the Services provided. The Service Provider may always rectify, in the manner agreed upon by the Customer, the Services deemed defective.

## **Article 7. Personal data**

The Customer is informed that the collection of personal data of employees with a User Account or Administrator User Account may be necessary for the performance and delivery of the Services entrusted to the Provider. This personal data is collected solely for the purpose of performing the Services contract.

### **7.1 Personal data collection**

The personal data that are collected on the site <https://app.mobilite.eco> are as follows:

Opening an account

- When creating the Client account and the Administrator user accounts:  
Names, First names, Phone, professional email address of administrators, work addresses.
- When creating User Accounts:  
Names, First names, Home address, email address, work address and geolocation data.

### **7.2 Recipients of personal data**

Personal data is reserved for the sole use of the Provider and its employees.

The data controller is the Provider, within the meaning of the French Data Protection Act and as of May 25, 2018 of Regulation 2016/679 on the protection of personal data.

### **7.4 Usage limitations**

Unless the Customer expressly agrees, the personal data of his User Accounts and Administrator User Accounts are not used for advertising or marketing purposes.

### **7.5 Data retention period**

The Provider shall keep the data thus collected for a period of 3 years, covering the period of limitation of the applicable contractual civil liability.

## 7.6 Security and confidentiality

The Provider implements organizational, technical, software and physical digital security measures to protect personal data from alteration, destruction and unauthorized access.

## 7.7 Implementation of Client and User Rights

In application of the regulations applicable to personal data, the Customers and users of the websites <https://Mobilite.eco>, <https://app.Mobilite.eco> and the Mobilite.eco application accessible on the App Store and Google Play stores have the following rights:

- They can update or delete their data by sending an email to [contact@mobilite.eco](mailto:contact@mobilite.eco).
- They can delete their account by writing to the email address indicated in Article 13 of the Privacy Policy and personal data They can exercise their right of access to know the personal data concerning them by writing to the address indicated in Article 13 of the Privacy Policy and personal data
- If the personal data held by the Provider is inaccurate, they may request that the information be updated by writing to the address indicated in Article 13 of the Privacy and Personal Data Charter
- They may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in Article 13 of the Privacy and Personal Data Charter.
- They may also request the portability of data held by the Provider to another provider
- Finally, they may object to the processing of their data by the Provider

These rights, as long as they are not opposed to the purpose of the processing, can be exercised by sending a request by mail or e-mail to the Data Controller whose contact details are indicated above.

The person in charge of processing must give a reply within a maximum of one month.

In case of refusal to grant the request of the Customer or the users, this one must be motivated.

The Customer and users are informed that in the event of refusal, they may lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or refer the matter to a judicial authority.

The Customer may be asked to tick a box under which he agrees to receive informative and advertising emails from the Provider. He will always have the possibility to withdraw his agreement at any time by contacting the Provider (contact details above) or by following the unsubscribe link.

## Article 8. Confidentiality agreement

The parties shall refrain from communicating to any person, directly or indirectly, all or part of the information of any nature, commercial, industrial, technical, financial, or personal, relating to the other party which will have been communicated to them by the latter, or of which they would have become aware during the performance of this contract.

This obligation shall not apply if the communication of the information to a third party is necessary for the performance of this Agreement, provided that the Provider guarantees that the third party will respect this confidentiality obligation.

The parties acknowledge that any such disclosure would be detrimental to the interests of its co-contractor and would engage its liability.

The parties undertake, in the sense of article 1204 of the Civil Code, to ensure that their employees, agents or duly authorized subcontractors respect the confidentiality undertaking set out above.

This obligation does not apply to documents or information which have entered the public domain (and insofar as the party concerned cannot be held responsible for such disclosure to the public).

## **Article 9. Intellectual property**

The content of the website <https://mobilite.eco>, of the platform <https://app.mobilite.eco> and of the Mobilite.eco applications are the property of the provider and its partners and are protected by the French and international laws on intellectual property.

Any total or partial reproduction of this content is strictly prohibited and is likely to constitute an infringement.

## **Article 10. Applicable law - Language**

The present GTC and the operations which result from it are governed and subjected to French law.

The present GTC is written in English. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

## **Article 11. Litigation**

In order to find a solution to any dispute to which the present contract could give rise concerning its validity, interpretation, execution, termination, consequences and consequences, the parties agree to meet within 15 days of receipt of a registered letter with acknowledgement of receipt, notified by one of the two parties.

In the absence of an amicable resolution of the dispute within one month, it will be brought before the Commercial Court of Bayonne with exclusive jurisdiction, including in summary proceedings, notwithstanding the appeal for guarantee or the plurality of defendants.

## **Article 12. Customer acceptance**

The present General Conditions are expressly agreed and accepted by the Customer, who declares and acknowledges having a perfect knowledge of them, and renounces, therefore, to prevail himself of any contradictory document and, in particular, his own general conditions, which will be inopposable to the Provider, even if he had knowledge of them.

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# ANNEXE I

## Formulaire de rétractation

Date \_\_\_\_\_

Le présent formulaire doit être complété et renvoyé uniquement si le Client souhaite se rétracter de la commande passée sur <https://Mobilite.eco> sauf exclusions ou limites à l'exercice du droit de rétractation suivant les Conditions Générales de Vente applicables.

A l'attention de SAS, Mobilite.eco

38 Avenue du golf

Je notifie par la présente ma rétractation du contrat portant sur la commande de la prestation de service ci-dessous :

- Commande du (indiquer la date)
- Numéro de la commande : .....
- Nom du Client : .....
- Adresse du Client : .....

Signature du Client (uniquement en cas de notification du présent formulaire sur papier)