

Terms of Use of the Website
“www.EVEROAD.com”
dated 1st March 2018.

1.	PURPOSE OF THE EVEROAD WEBSITE AND DEFINITIONS	3
1.2	Definition of the main terms	4
2.	OPERATING CONDITIONS OF THE WEBSITE AND THE ONLINE SERVICE	7
2.1	Acceptance of the current and modified Terms of Use	7
2.2	Eligibility of the Carriers’ and Clients’ applications on the Website	8
2.3	Registration on the Website and verification of transmitted data	8
2.4	Use of the Account and mandatory update of the data	9
2.5	Suspension, Cancellation and Termination of the User Account	10
2.6	Request of the Client on the Website, Confirmation/Booking by the Carrier and Confirmation of the Order via the Website	10
3.	FINANCIAL AND PAYMENT CONDITIONS	11
3.1	Price and invoicing	11
3.2	Payment Conditions	12
3.2.2	Payment to the substituted Carrier of the Price of its Transport Service	13
3.2.3	Payment and costs in case of dispute or cancellation	14
4.	UNDERTAKINGS AND DUTIES OF THE USER MEMBERS OF THE EVEROAD WEBSITE	15
4.1	Undertakings of the User Members concerning the content of the data posted on the Website and relating to the use of the EVEROAD Website	16
4.2	Duties of the User Members regarding the Goods shipped and transported via a transport reservation on the EVEROAD Website, and previously accepted in writing	16
4.2.1	Undertakings of the Client User Member	16
4.2.2	Undertakings of the Carrier User Member	18
4.2.3	Undertakings of all User Member	18
5.	EVEROAD’S RESPONSIBILITY CONCERNING THE WEBSITE AND ITS OPERATION	18
5.1	EVEROAD’s responsibility concerning the Website and its operation	18
5.1.1	Distribution of responsibilities regarding the information sent to the Website and its operation ¹⁹	
5.1.2	Distribution of responsibilities concerning the Transport Services concluded between the Client and EVEROAD and its substituted Carriers via the Website	20
5.2	Responsibilities of User Members	21
5.2.1	Responsibilities concerning information sent to the Website	21

5.2.2	Responsibilities concerning Transport Services concluded via the Website between Shippers and substituted Carriers as User Members	21
6.	RESPONSIBILITY CONCERNING THE COMMISSION CONTRACT AND/OR THE TRANSPORT CONTRACT	22
6.1	Liability for the substituted carrier	22
6.2	Personal liability	22
6.2.1	Losses and damages	22
6.2.2	Other damage	23
6.3	Quotations	23
6.4	Statement of value or ad valorem insurance	23
7.	EXECUTION OF THE TRANSPORT SERVICE	24
8.	RESERVATIONS	24
9.	RIGHT OF CONTRACTUAL RETENTION AND CONTRACTUAL LIEN	24
10.	EVEROAD'S INTELLECTUAL PROPERTY AND WEBSITE HOSTING	25
10.1	Intellectual Property of Technical Documents	25
10.2	Intellectual Property of the Website, the Application and its Developments for the exclusive benefit of EVEROAD	25
10.3	Website Hosting	25
11.	FORCE MAJEURE	25
12.	TIME LIMITATION	26
13.	TERMINATION OF CONTRACT AND/OR ORDER	26
13.1	Termination of services	26
13.2	Established Business Relationships	26
13.3	Prior notice period	26
13.4	Serious or repeated breaches	26
14.	NULLITY – INVALIDITY	27
15.	WITHDRAWAL - CONSUMER CODE	27
16.	DISPUTES - APPLICABLE LAW AND JURISDICTION	27
16.1	Applicable law	27
16.2	Evidence	27
16.3	Jurisdiction	27

EVEROAD has developed a digital platform for services and management of road freight transport operations. In particular this platform offers a real-time monitoring and management of the execution of any transport contract concluded via the website.

The purpose of these Terms of Use is to define the conditions under which EVEROAD, acting as a forwarding agent, organizes, on its behalf and for the account of a principal hereinafter named the Client, the shipment of the goods. Its mission may include other services.

They also govern the use of the “www.EVEROAD.com” Website, (hereinafter, the “Website”), which constitutes a booking service for the purpose of organizing transport operations between Clients wishing to ship goods, on the one hand, and EVEROAD, as Forwarding Agent, on the other hand.

It is published by the company EVEROAD, SAS with a capital of 2,012.23 euros registered with the Paris Register of Commerce and Companies under the number 819 871 724 and having its registered office at 24 rue Pétrelle 75009 Paris.

The Website is hosted by **Google Cloud Platform (GCP), Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland.**

1. PURPOSE OF THE EVEROAD WEBSITE AND DEFINITIONS

1.1 Purpose

The Website constitutes an online platform for the booking of freight transport and the organization of road transport between EVEROAD, which is active as freight forwarder, and companies or entities acting as “Clients” wishing to ship goods, to clients or other entities, referred to as “Recipients”. The Website also offers additional services for monitoring and real-time management of the road transport operation such as geolocation, notification of the real-time delivery of the goods, fleet monitoring, document management (control of signature of bills of lading or delivery notes, invoices, etc.).

EVEROAD, formerly known as Convargo, is a company that designed, developed and published a software and technical support for the Website. The Clients on the one hand, and the substituted Carriers, on the other hand, register voluntarily and on their own initiative on the Website by providing/filling in the required data and sending the requested documents required for the Validation of their registration.

The Clients must be validated beforehand by the Website as User Members before being able to post online their Requests, and the Substituted Carriers must also be validated by the Website as User Members before being able to reply to Requests.

The Website registers all the features of the Requests specified by the Client, and determines, via the software algorithms, the Global Price for the requested Transport Service, according to geographical criteria (places of loading and delivery, distance, etc.), criteria relating to the Goods (weight/volume, type, type of packaging, etc.) or criteria relating to dates and times (seasonality, flexibility of schedules, etc.).

If the Client approves the Global Price, he then posts the Request online via the Website, including the Price of the Transport Service, to which all the Carriers, previously registered and validated by the Website as User Members, may answer as substituted carriers.

The secure payment of the Global Price of the Transport Service is made via a secure platform accessible on the Website according to the various means of payment offered.

1.2 Definition of the main terms

“Administrator”: Person(s) appointed by a User Member and acting under its responsibility to define and manage access to services provided through the EVEROAD Website to its previously and duly registered Member Users.

“Insurer”: means the insurance company mentioned on the Website and from which EVEROAD subscribes an ad valorem insurance for goods whose value is less than € 10,000. For goods of a higher value the Client can also subscribe, upon express written request to EVEROAD, which then acts in the name and on behalf of the Client, an insurance policy covering potential damages that may occur during the transportation of the Goods, within the applicable legal and regulatory limits and according to the rules of the insurance agreement.

“Database”: means the structured and organized set of Data collected by EVEROAD from Members/Users and of Data generated, calculated and integrated by EVEROAD and to which the tools and platform are linked. The Database is financed, constituted, structured and operated by EVEROAD, which owns it, independently of the Data that constitute it, as “producer” within the meaning of Article L341-1 of the French Intellectual Property Code or Article 7. 1 of European Directive 96/9/EC.

“ToU”: means these Terms of Use, and all subsequent applicable versions and amendments, deemed known and expressly accepted by any Member/User.

“Parcel”: means an object or a material set composed of several objects, whatever the weight, dimensions and volume, constituting an identifiable unit load during the delivery for transport (container, cage, crate, canteen, cardboard, container, envelope, burden, barrel, package, rimmed or filmed pallet, bag, suitcase, etc.).

“User Account”: means an account that must be created online in order to become a Member and then access as a User Member to the Online Services offered by the Website. The creation of an account entails full acceptance of the Terms of Use.

“Forwarding agent”: refers to any service provider who organizes and executes under its responsibility and in its own name, in accordance with the provisions of Article L 132-1 of the French Commercial Code, a carriage of goods according to the modes and means of its choice on behalf of a principal. This contract is made at a freely agreed price ensuring fair remuneration for the executed services.

“Order Confirmation”: means a written confirmation issued by EVEROAD, via the Website, sent to the Client, confirming the acceptance of the transport commission contract, as well as

the terms and conditions of the transport and/or transport commission contract, and finally the payment of the Global Price by the Client on the Website.

“**Request**” or “**Request for Transport**”: means a publication on the Website by a Client of a transport booking request with EVEROAD; lacking a written confirmation of its acceptance by EVEROAD, said online request will be null and void.

“**Recipient**”: means the party (company or entity (legal entity) or natural person) designated by the Client or its representative, to whom the delivery is made. The recipient is party to the contract of carriage as soon as it is entered into.

“**Data**”: means a set of Data processed by EVEROAD and/or exchanged with the Member/User in relation with the execution of the Online Services, including in particular the vehicle identification data, and/or those relating to drivers and users/agents of carriers and GPS positions.

“**Client**” and/or “**Principal**”: means a company or entity (the principal) requesting by posting a Request on the Website the Transport Services of EVEROAD to organize the transport of its Goods from a shipping point (which may or may not be its premises) to a point of destination to a designated Recipient (which may or may not be its premises). Any request posted online, to be considered as binding EVEROAD, must first be expressly accepted in writing by EVEROAD. Otherwise, EVEROAD will not be considered bound by said Request merely because it was posted online.

“**EVEROAD**”: means the company publishing the Online Services of collection, processing, and hosting of data relating to the booking of freight transport within the framework of its activity as a forwarding agent between the Clients and itself, as a Forwarding Agent and/or any carrier substituted to it, professionals for the transport of Goods, and other services offered.

“**Shipments**”: means all the goods, packaging and load support included, actually delivered, at the same time, to the forwarding agent and/or its substitute and whose shipment is requested by a single Client to a single Recipient from a single loading place to a single unloading place.

“**Shipper**”: means a company or entity that may or may not be the “*Client*”, which is the company or the entity that performs, at the defined loading point, the physical delivery of the Goods to the Carrier who takes charge of them. In this capacity, and as long as necessary, the shipper is party to the transport agreement from its formation.

“**Additional Costs**”: means in particular the administrative and computer management costs and monitoring and/or management costs of the contract of carriage as well as the cost of the forwarding agent.

“**Bill of Lading**”: means the document that materializes the contract of carriage, regardless of the form of the “transport documents” used (bill of lading made in the form of dockets or self-adhesive labels, pick-up or delivery note).

“Goods”: means merchant or non-merchant items that the Client requests via the Website, the handling of the journey by the Forwarding Agent and/or for the specific material service of any substituted Carrier, from a Shipper to a Recipient. When it posts a Request online on the Website, the Client has to specify in particular the nature of the goods, their total gross weight, their packing and the number of units of loading, as well as the type of requested vehicle (hatchback or not). The Clients/Shippers undertake to ship only legal goods. In the case of dangerous Goods, the Client/Shipper and the substituted Carrier are sole responsible for the declarations and legal and regulatory obligations which they respectively bear.

“Member” means an entity (legal or natural person) that has successfully passed the Validation process by the Website and has accepted these Terms of Use, so that it was allowed to use the Website as a **“User Member”** to ship and/or transport Goods.

“Tools”: means applications and interfaces made available to the User Member and its employees in connection with the provision of the Online Services.

“Payment Platform”: means the ADYEN secure payment platform through which payments must be made upon instructions from EVEROAD; and in particular the payment to EVEROAD by the Client of the Global Price of the Transport Service, paid by the Client after its preauthorization.

“Offer of Transport” or **“Booking”**: means an offer to perform a transport operation in response to the Carrier and/or written confirmation by the EVEROAD Forwarding Agent via the Website, of its acceptance/offer to organize the proposed transport in response to the “Request for Transport” posted on the Website by the Client, materialized by clicking on “Accept this offer” on the Website, triggering the sending of an e-mail. Similarly, it may also be the written confirmation via the Website, by the substituted Carrier, of its acceptance to perform the proposed transport operation under the agreed terms and conditions. The Carrier commits to execute the transport themselves, any use of subcontractors being strictly prohibited.

“Transport Service”: means any service of organization of transport accepted by EVEROAD and/or any “Transport Service” accepted and carried out by any Carrier that it has substituted to itself, registered on the Website, upon request of a Client, also registered on the Website, to a designated Recipient.

“Ancillary Services”: means, in particular, services incidental to the transport commission contract, paid at the agreed price, such as, in particular, the declaration of value, cash on delivery, and, where applicable, any possible customs operations.

“Services Incidental to the Contract of Carriage”: means, in particular, services incidental to the road transport contract, paid at the agreed price, collection operations, in particular in the case of deferred payment - cash on delivery, disbursements, rigging, stowage, strapping and unloading operations for shipments of 3 tons or more, the supply of holds and straps, all services relating to load carriers - from the new presentation from the place of loading to the place of unloading, weighing operations, vehicle and/or crew immobilization costs, cleaning, washing or disinfection of the vehicle in the event of messy shipments delivered in bulk or in unsealed packaging - storage.

“**Price**” or “**Price of the Transport Service**”: means the price of the EVEROAD main Service, as a forwarding agent, including the price of the transport performed by a Substituted Carrier, determined by the algorithms developed by EVEROAD for the Website, billed by EVEROAD on its behalf, and paid by the Client via the ADYEN payment system, secured on the Website.

“**Global Price**”: means the Price of the main Service of Transport Commission and includes the Price of the Transport Service, communicated by the Website to the Client when creating the Request for transport on the Website; this Global Price will be invoiced by EVEROAD to the Client. The Global Price will be paid cash by the Client, via the ADYEN secure payment website, and at the latest within 30 days of the date of issue of the invoice, by IBAN withdrawal or credit card payment. EVEROAD will then give instructions to the ADYEN payment platform for it to pay the Global Price.

“**Online Service(s)**”: means all the published services provided by EVEROAD through the platform of tools allowing the User Member in particular to have an account, to follow and manage all transport operations, whether it is a Client, a Recipient or a Carrier. These Services also allow the organization by EVEROAD of a transport operation between the Client and the substituted Carriers, performed via the Website’s IT platform, and all services including monitoring and management, offered by the Website (geolocation, notification of the real-time delivery of goods, fleet tracking, document management (monitoring of the signature of the bills of lading or delivery notes, invoices, etc.)).

“**Website**”: means the www.EVEROAD.com Website, the web portal published by EVEROAD, and more generally any web and mobile application published by the company EVEROAD and linked to the Website, allowing any duly registered Member to benefit from the services.

“**Carrier**”: means a professional carrier of goods, duly registered and holding the necessary licenses for its activity, who applies to the Website to be able to become a Member, and who may, once it has been validated by the Website as a Member User, respond to the EVEROAD Requests, acting as forwarding agent, published on the EVEROAD Website, by offering and providing its Transport Services for the purpose of transporting the Goods, on behalf of a Shipper/Client to a designated Recipient at the agreed Price. This is the case of any substituted carrier and/or intermediate forwarding agent who has agreed to perform the concerned transport operation.

“**User**”: synonymous with “*User Member*” as well as all its employees benefiting from access to the website under exclusive responsibility.

“**Validation**”: means the process of verification by the Website of the communication of the requested documents that the Client must upload on the Website during their registration as well as during their Transport Requests, and the documents that the Carriers must post online on the Website during their Booking (in particular: registration in the Carrier Register, licenses, insurance, etc.).

2. OPERATING CONDITIONS OF THE WEBSITE AND THE ONLINE SERVICE

2.1 Acceptance of the current and modified Terms of Use

The acceptance of these Terms of Use is materialized by a check box during the activation of the account, when the Users are validated by the Website as Members, and when the login (e-mail address) and the password are chosen by the Member.

This procedure entails the full and complete acceptance of these Terms of Use and any terms and conditions, including any changes and/or subsequent versions established by EVEROAD, which will automatically be deemed known and expressly accepted.

No membership can be made with reservation, and it would be considered null and void. Users who do not agree to be bound by these Terms and Conditions shall not use the Online Services of the Website.

EVEROAD reserves the right to modify the Website and the Online Services and/or these Terms, including any Price of Service, at any time; in this case the modification of the ToU is made directly on the Website, and updated with a date of last update indicated at the top of the Terms of Use.

Access and use of the Website and/or the Online Services after publication with a date of update of the ToU on the Website, entails the acceptance, without reserve, of said modified Terms.

2.2 Eligibility of the Carriers' and Clients' applications on the Website

The Website and the Online Services offered by EVEROAD are intended only for professional Carriers of goods, duly registered and holders of the Licenses and/or specific authorizations, required for the exercise of their activities, in France or abroad.

They are also intended for any Client who has made a request to create a "Member/User" account, and who has provided the necessary documents to validate its application.

Any access or use of the Website or the Services by a Carrier which is not professional or not duly registered and entitled to perform said activities in its country of registration is formally prohibited. By accessing and/or using the Website and/or the Services, the Carrier may be liable for civil professional liability and/or criminal liability.

Conversely, all Clients agree to only request transport for legal Goods belonging to them, or belonging to a third party for which they duly act as agent to transport said Goods.

By accessing and/or using the Website and/or Online Services, the Client may incur its civil liability and/or criminal liability.

2.3 Registration on the Website and verification of transmitted data

Prior registration on the Website is required to access the Website Online Services; this registration is done through the creation of a User Account, on which the Clients and the Carriers must provide information concerning them and also the information required for any

transport operation, including: company name or name of the organization, Siret and RCS numbers, complete contact details, registered office, name of the person subscribing the Transport Request and any acceptance by Confirmation/Booking, valid phone and email address, bank details by providing a full IBAN, copy of an identity document of the manager and/or principal shareholder of the company, and in addition, for the Carriers, all supporting documents required by the applicable authorities for the exercise of their activities (such as, in particular, the number and date of the license of transport, date of registration in the Register of Carriers and valid Certificate of Professional Liability Insurance).

The EVEROAD Website verifies the information and validates, or not, the application for registration as a Member based on objective criteria in relation to the *prima facie* truthfulness of the information provided by both the Client/Shippers and the Carriers.

Any Member of the Website, either Client or Carrier, shall be sole responsible for all the consequences resulting from any inaccurate, incomplete or false representation.

Once the information has been verified, the Member must enter a Login and a Password of its choice to activate its User Account.

2.4 Use of the Account and mandatory update of the data

It is expressly prohibited for each Member to create or use any User Account other than the one initially created, whether under its own identity or that of a third party, and to assign its User Account to anyone.

Each Member/User is sole responsible for maintaining the confidentiality of their logins and passwords. Each Member/User undertakes to take all necessary measures to ensure its complete confidentiality, in particular so that no third party can steal its identity and/or account under conditions that may affect the rights of third parties as well as all applicable legal and regulatory provisions on the Internet.

Each Member may access, on the Website, at any time, by means of its password and its login, to its User Account containing all personal data provided during its registration on the Website; each Member undertakes to ensure that its data are accurate, complete and unambiguous and to regularly update its data as necessary, otherwise it will be excluded.

Each Member/User, legal person or natural person, shall comply with/execute all the obligations that it bears in this capacity, including, for the Shipper/Client Members, as guarantors of the payment of the Global Price of the Service.

Should a natural person, such as an Administrator, or employee, in a Member company, leave his position (resignation/dismissal/layoff), the Member undertakes to immediately remove said person's access directly on its user account by warning EVEROAD, or at the very least by warning EVEROAD within 24 hours after his departure date so that EVEROAD can ensure the effective deletion of said person's access.

It is expressly understood that the Account:

- of a Client allows it to access and view only its own transport orders and the Data and Contents transmitted by EVEROAD, its users and the carriers carrying out a transport on its behalf.

- of a carrier allows it to access and view only the Data and Contents transmitted by EVEROAD, and distributed by its users during the execution of a transport order, carried out on behalf of a Client.

The Member/User undertakes to personally deal with any claim and/or any action, whatever its form and nature, made against EVEROAD, and that would relate directly or indirectly to the hosted contents.

The Member undertakes in particular to pay directly to the initiator of the claim all the sums that it would require from EVEROAD, and to take voluntarily steps, if necessary, with all the authorities acting against EVEROAD, as well as to cover it against all possible sanctions that may be rendered on this ground.

2.5 Suspension, Cancellation and Termination of the User Account

Any User Account of a Member about which inaccurate information and/or behavior in breach of these Terms of Use and/or likely to cause harm to EVEROAD would be noted may be closed, provisionally or permanently, by EVEROAD, without notice or compensation of any kind due by it to the Member, who will thus be prevented from using the Services of the Website.

Any request for transport organization or any physical transport operation in progress will be immediately suspended without notice or compensation.

EVEROAD reserves the right to claim damages for improper use of its Website, in breach of these Terms of Use, and for any direct or indirect and material or immaterial damage incurred thereby.

2.6 Request of the Client on the Website, Confirmation/Booking by the Carrier and Confirmation of the Order via the Website

The Client sends a Request on the Website specifying in particular the nature and the quantity of the Goods, the number of loading units, the place of loading and the place of delivery, all specific instructions as well as the delivery deadline, the date from which the delivery of the goods is possible, the date from which the loading of the goods is possible, as well as the latest date of loading, after which, in the absence of written and express approval by EVEROAD, it will be withdrawn from the Website, and after which the Client will no longer be required to go through the Website, unless the Request has already been accepted by the Forwarding Agent within the deadline of validity specified by the Client. (See also Article 4.2.1).

As mentioned in Article 1 of these Terms of Use, EVEROAD registers the Requests submitted on the Website and determines the Global Price via the algorithms of the software published by EVEROAD for the requested Service, according to geographical criteria

(location, distance, etc.), criteria relating to the Goods (weight/volume, nature of the products, type of packaging, etc.) and criteria relating to dates and times (seasonality, flexibility of schedules, etc.).

If the Client validates the proposed Global Price, the Request is then posted online, together with the Price of the main Transport Service (excluding additional Services and additional Costs), for which EVEROAD, if it wishes so, may confirm in writing its acceptance of the mission of transport organizer, and in the framework of which it will substitute a Carrier, registered and validated by the Website, which will also confirm in writing its acceptance of the transport operation by validating the Request on the Website.

Any Carrier, previously registered and validated as a Member by the Website, may respond to EVEROAD's Transport Request published on the Website; the first Carrier to validate its Service Offer in response to said Request by the acceptance of the Price of the Transport Service, will be retained for the physical execution of the transport operation. They also commit to executing the transport themselves, any use of subcontractors being strictly prohibited.

Following a Request made by a Client and posted on the Website, any potential future transport commission contract and/or transport contract between the Client, EVEROAD and its substituted Carriers, will only be concluded from the moment the substituted Carrier accepts EVEROAD's Request via its Offer published on the Website, which is followed by the Confirmation of the Order by the Carrier on the one hand and by the written confirmation by EVEROAD of the acceptance of the Client's Request through its Offer/Reservation on the other hand.

Lacking a written confirmation by EVEROAD, the mere online request of the Client, published by the Website, does not constitute acceptance of the organization of the transport offer thus posted online.

The written Order Confirmation sent to the Client by EVEROAD expresses the irrevocable commitment, both between the Client and EVEROAD as a forwarding agent, and with the Carrier that it substituted to itself under the contract of transport to be executed.

Any cancellation after this Order Confirmation is governed by the provisions of Article 3.2.3 entitled "*Payment and costs in case of cancellation*" of these ToU.

EVEROAD's written Order Confirmation is nominative. The Client/Principal and the substituted Carrier must correspond to the respective identities communicated on the EVEROAD Website, and the parties are entitled to consider that any potential cancellation would be attributable to the entity whose identity corresponds to that mentioned on the Website.

3. FINANCIAL AND PAYMENT CONDITIONS

3.1 Price and invoicing

The price is freely set before the exchange of the consents via the Website on the basis of the information provided by the Client. It includes the cost of the various services provided, namely the transport price itself, including any specific instructions, that of the agreed-upon ancillary services, if any, plus the costs related to the drafting and administrative and IT management of the commission and/or transport contracts.

The Global Price will necessarily include an ad valorem insurance cover of € 10,000, subscribed with Helvétia, the general and special conditions of which will be accessible via a hypertext link.

However and only on the express written order of the Client, an insurance covering a value higher than 10.000 € can also be subscribed via EVEROAD. The price of any possible insurance will then be 0.10% of the maximum value of the bracket chosen by the Client (brackets up to € 25,000, € 50,000). The price would be 0,02% if the chosen bracket is up to € 500,000 (Article 6.4).

The price does not include the duties, taxes, fees and levies due under any regulation including tax or custom regulations (such as excise duties, import duties, etc.).

Are billed separately in addition to the main service which is usually covered by a lump sum price:

- (a) Ancillary services;
- (b) Additional costs of contract monitoring and management;
- (c) Duties, taxes, fees and levies due under any regulation, including fiscal or customs regulations (such as excise duties, import duties, etc.);
- d) Any tax related to the transport and/or all duties the payment of which is borne by the carrier and/or the forwarding agent.

Prices are calculated excluding taxes.

The Global Price, initially agreed upon, is revised in the event of significant variations in the transport company's expenses that are due to external conditions.

For fuel expenses, the revision is determined by the mandatory provisions of Articles L. 3222-1 and L. 3222-2 of the French Transport Code.

The "diesel fuel surcharge" is included in the posted price.

Any modification of the initial contract of transport, in particular any change of itinerary, any immobilization of the vehicle and/or of the crew, any return of goods to the shipper, not attributable to the substituted carrier, entails a readjustment of the conditions of remuneration of the carrier.

Prices initially agreed in the established relationship are renegotiated on the anniversary date of the contract. A change in the contract both in terms of volumes and transport services entails a renegotiation of pricing conditions.

When EVEROAD confirms in writing that it has accepted, as a Forwarding Agent, the organization of a transport operation, it may request the payment of a deposit on the Global Price for the Transport Service of up to 30 %.

EVEROAD then issues, in this capacity, an invoice in its name to the Client, equal to the amount of the agreed Global Price for the organization of the transport including the transport service and any additional services, after deduction of any down payment actually paid.

EVEROAD undertakes to pay to any Carrier, that it will substitute to itself for the execution of the transport, the agreed Price of the transport operation and any possible agreed additional services.

3.2 Payment Conditions

The services are payable cash on receipt of the invoice, without discount, at the place of the issue thereof, and in any event, within a period which may not exceed 30 days from its date of issuance.

The Client is always responsible for their payment.

Pursuant to Article 1344 of the French Civil Code, the debtor is deemed to have been ordered to pay by the mere payability of sum.

The unilateral offsetting of the amount of alleged damages on the due price of the services is prohibited.

Any delay in payment automatically entails, on the day following the due date appearing on the invoice, the payment of late-payment interest of an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its the most recent refinancing operation, increased by 10 percentage points, and fixed in accordance with the procedures set out in Article L 441-6 paragraph 12 of the French Commercial Code, as well as a lump sum compensation for recovery costs in the amount of € 40 according to the Article 445-5 of the French Commercial Code, and this without prejudice to any possible compensation under any legal provision of any other damage resulting directly from this delay. Any delay in payment shall, without formalities, result in the waiver of the term of any other debt held by EVEROAD which becomes due immediately even in the event of acceptance of bills.

Any partial payment will be firstly applied to the non-privileged part of the debt, but also in accordance with the terms of Article 1343-1 of the French Civil Code any partial payment will be applied in priority to the interest accrued and the possible expenses.

3.2.1 Payment to EVEROAD of its Transport Commission Service

The Clients, User Members of the Website, pay for the above-defined Online Services, including the organization of any transport and transport booking operation, a Global Price for the Transport Service and any Ancillary Services and/or contract monitoring and management Costs.

Thus, when posting its Request for transport service, the Client is informed by the Website of the amount of the Global Price, including the Price of the main Transport Service which includes any possible insurance service (i.e. automatic coverage of up to € 10,000 and on the express written order of the Client for any coverage above this amount).

The Global Price of the main Service is calculated on the basis of a percentage of the net Price of the Transport Service, (in addition to the VAT of 20%); such percentage will vary according to the content of the Request for Transport and other Online Services, as posted on the Website by the Client.

The payment of the Global Price is made by the Client via the secure payment platform ADYEN B.V., a banking institution approved by the French Prudential Supervisory Authority (ACPR) under approval No. 73829.

The payment terms will be the same as above (3.2).

3.2.2 Payment to the substituted Carrier of the Price of its Transport Service

The Transport Price, i.e. the Carrier's remuneration, including any ancillary services which must be included in the Global Price paid by the Client, will only be paid by EVEROAD to the substituted Carrier once the delivery of the goods is made (i.e. the physical delivery of the goods but also the legal delivery, that is after sign-off by the Recipient of the bill of lading and/or any delivery note).

Therefore the delivery must be validated by the Carrier which must send a photograph via the mobile application (Status "Delivery Note" with photo of the signed bill of lading/delivery note) or download on the Website the proof of execution of the transport without incident (bill of lading or delivery note signed by the Recipient, at the time of delivery of the goods).

The substituted Carrier has 48 hours from the date of delivery or the date on which the delivery should have taken place to expressly confirm to the Website that the delivery of the Goods was correctly executed in the manner described above.

The Carrier will issue to EVEROAD an invoice for its Service.

The receipt of goods by the Recipient will result in the issuance by EVEROAD of an invoice, the Global Price of which must be paid by the Client, via the secure payment platform ADYEN.

EVEROAD shall pay the substituted Carrier the amount of the Transport Service Price, as originally agreed, no later than 30 days after the validation by EVEROAD of the invoice issued by the Carrier to EVEROAD for its Transport Service.

To this end the Carrier provides EVEROAD with its bank details (IBAN), allowing the transfer to its bank account of the Price of the Service. The bank details must be provided by the Carrier Member on its User Account, when creating its account.

The payment to the Carrier will be made exclusively by EVEROAD via transfer to the IBAN (International Bank Account Number) account provided by the Carrier. EVEROAD is sole

responsible for any incident or late payment, no later than 30 days from the date of validation by EVEROAD of the invoice issued by the carrier, in accordance with the French law on road transport.

In the event of an error in the bank transfer (double transfer for the same Service of the sums by EVEROAD, all or part of which is intended for the substitute Carrier), the Carrier undertakes to immediately return to EVEROAD by bank transfer the sum in surplus, and to inform it at the same time.

3.2.3 Payment and costs in case of dispute or cancellation

If there is a problem with the delivery (delay, inaccessibility of the place of delivery, etc.), then the driver of the Carrier must inform its Manager which reports it without delay to EVEROAD. The Carrier will endeavor to find a solution as soon as possible, but if it turns out that the delivery is impossible to perform, then the situation is handled in the context of any possible claim.

The cancellation by the Client before the end date of possible loading of its offer, not yet accepted by EVEROAD and/or by any Carrier that it substituted to itself, is done at no cost to the Shipper, and without penalty due by the Website.

If the Shipper maintains its Request until expiry of the scheduled term (date and time of end of possible loading), but EVEROAD does not confirm its written and express acceptance during this period, the Shipper may withdraw its Request from the Website, free of charge or compensation on both sides.

On the other hand, if the Confirmation of the acceptance of the Order by EVEROAD occurred via the Website, and a cancellation occurs thereafter, the situation is solved as follows:

- Cancellation by the Client: in this case, if the cancellation occurs less than 24 hours before the scheduled time of loading appointment or after the scheduled time of loading appointment and thus characterizing a total or partial failure in the delivery of the shipment by the Client, EVEROAD is entitled to claim a compensation that may not exceed the total amount of the Global Price of the agreed Transport Service. Installments paid will be automatically acquired by EVEROAD and cannot give rise to any refund.
- Cancellation by the substituted Carrier: in this case, the Carrier may be excluded from the Website, at EVEROAD's discretion. In case of proven damage resulting from its default, the substituted Carrier will be liable to EVEROAD for a compensation which may not exceed the price of its transport service. EVEROAD shall endeavor to find, within a reasonable time, another substituted carrier to perform the transport operation.

Payments are made in accordance with the applicable laws and regulations through the ADYEN Secure Payment Platform, an electronic money institution approved under number 73829. The withdrawals from the Client's account are made on secure banking servers and approved by ADYEN; the funds paid by the Client are protected in a specific account identified on the ADYEN website before being transferred, within the aforementioned

deadlines, to EVEROAD on its bank account, which upon receipt will personally pay to its substituted Carrier the price of its Transport Service.

Payments via the ADYEN Payment Platform, which is a partner of the Website, and all banking information, are covered by a security system provided by the ADYEN Payment Platform.

By accepting EVEROAD's Terms of Use, the User accepts ADYEN's Terms of Use which are available at <https://docs.adyen.com/legal/terms-conditions>, and which are thus accepted by any User of the Website, along with its acceptance of EVEROAD's Terms of Use.

4. UNDERTAKINGS AND DUTIES OF THE USER MEMBERS OF THE EVEROAD WEBSITE

The provisions of this article apply to all Members/Users of the EVEROAD Website and of the Online Services of the Website. Each Member/User who uses the Online Service offered by the Website undertakes to comply with them.

Each User Member acknowledges having expressly agreed that their personal data will be used within the limits of what is useful for EVEROAD, as part of the performance of its service, to benefit from the services offered, and/or the operation of the Website.

Each Member/User grants as required to EVEROAD a license to use such Data and Content for the purposes of these ToU and for the provision of the Services via the Website and the Tools.

The collected data is securely hosted on Servers located in the European Union.

These data will be kept for a maximum of 10 years.

4.1 Undertakings of the User Members concerning the content of the data posted on the Website and relating to the use of the EVEROAD Website

The User Members are sole responsible for the contents they post as part of the Online Services of the Website and undertake to ensure that the Contents are lawful and do not infringe public policy, morality or third-party rights and do not breach any legislative or regulatory provisions, and more generally are not in any way likely to trigger the civil or criminal liability of EVEROAD.

The Member User shall refrain from posting in particular and without limitation:

- infringing contents,
- false or misleading contents or offering or promoting illegal, fraudulent or deceptive activities,

- defamatory, abusive, violent, racist, xenophobic or revisionist, pornographic, obscene, indecent, or shocking contents,
- contents harmful to the image of a third party,
- contents harmful to the computer systems of the Website and third parties (various viruses, Trojan horses, etc.),
- and, more generally, content likely to infringe the rights of third parties or to be harmful to third parties, in any manner and in any form whatsoever.

4.2 Duties of the User Members regarding the Goods shipped and transported via a transport reservation on the EVEROAD Website, and previously accepted in writing

4.2.1 Undertakings of the Client User Member

For the smooth organization of the transport and within deadlines compatible with it, the Client provides to EVEROAD, for each shipment, in writing or by any electronic means of transmission and conservation of data, the following information, and in particular:

- 1° The nature and purpose of the transport to be organized;
- 2° The specific conditions of execution;
- 3° The address, the date and the time for the provision of the goods and for their delivery;
- 4° The name of the shipper and the name of the recipient;
- 5° The number of parcels and/or the gross weight, the dimensions and the very exact nature of the goods;
- 6° the possible dangerousness of the goods;
- 7° The requested ancillary services; and
- 8° Any other specific instruction.

In accordance with their reporting duties, the Clients and Users of the Website are sole responsible for the nature and detailed description of the Goods for which they wish to entrust the organization of the transport.

The Client certifies the lawfulness and the non-infringing nature of their Goods.

The Client informs EVEROAD of the non-visible features of the Goods and any data likely to affect the proper performance of the transport commission contract and/or the transport contract.

The shipment must not constitute a cause of danger for the persons and for the other goods transported as well as for the vehicles, materials or means of transport used.

The Client is required to ensure that the packaging and labeling allows the identification of the goods, in accordance with the proposed transport operation and the applicable laws.

The Client shall refrain from entrusting the Carrier and/or its substituted Carriers with the transport of illegal or prohibited goods such as, without limitation, illegal drugs, undeclared goods including customs, unreferenced weapons, etc.

In the case of Dangerous Goods, the Client undertakes to clearly indicate, in their Transport Request, the dangerous nature of the goods, so that only an authorized carrier will take charge of them; in addition, the Client and the Shippers certify that they have complied with all of their respective obligations under the relevant laws and regulations (ADR for road transport).

The Clients/Principals/Shippers shall bear alone, with regard to EVEROAD and/or the substituted Carrier, the consequences of a false and/or incomplete statement of the features of the shipment as well as any lack or insufficiency of statement resulting in, *inter alia*, concealment of the dangerous or fraudulent nature of the goods transported.

They are also liable for any breach of their general information duties relating in particular to the description of the goods, or to the conditions of the intended transport.

More generally, the Clients/Principals/ Shippers are also liable for any failure to meet their packaging and labeling requirements and/or preparation the goods for transportation.

If it turns out that the instructions given by the Client are incompatible with the applicable regulations and/or give rise to any risk, EVEROAD must refuse to execute them without its liability being incurred. It informs the Client in writing or any other electronic means of transmission and preservation of data.

4.2.2 Undertakings of the Carrier User Member

The substituted Carrier commissioned by EVEROAD represents, regardless of the country in which it has its registered office, that it always is in good standing with the Competent Authorities concerning the exercise of its regulated activities (e.g. and in France: registration with the Register, licenses, insurance, URSSAF reports, etc.), at the time of the Booking.

It undertakes to have all the necessary authorizations and trainings in case of transport of Dangerous Goods.

It further undertakes not to carry in its vehicle any illicit or infringing products.

It agrees not to subcontract any part of the transport.

If the Carrier is informed by its driver that there is an apparent defect on the packaging, packing or labeling of the goods, it shall notify EVEROAD immediately, in writing or by any electronic means of transmission and conservation of data, to obtain instructions from it.

Each Carrier undertakes to draw up shipping documents in accordance with the received instructions, in relation with identification of the parties or the goods, but also and more generally to take all measures to ensure the preservation of the goods, and more generally the rights of all parties.

It undertakes to ensure that the drawn-up transport documents are signed, dated and/or countersigned by the parties, and to make all written, precise and detailed reservations, when necessary.

4.2.3 Undertakings of all User Member

Each User Member undertakes to update any information concerning it and/or to upload any updated document regarding its profile.

Each User Member agrees to transfer to EVEROAD any document, if so requested, within 24 hours following said request.

5. EVEROAD'S RESPONSIBILITY CONCERNING THE WEBSITE AND ITS OPERATION

5.1 EVEROAD's responsibility concerning the Website and its operation

EVEROAD declares that it has subscribed with a reputable Insurer an insurance policy covering the civil professional risks likely to occur during the execution of the Services offered via its Website.

In view of the complexity of the IT Services, inter alia, provided via the Website, EVEROAD is subject to a best-effort obligation. It is expressly agreed between the parties that indirect damages such as commercial loss, loss of opportunity, loss of orders, commercial disturbances or loss of profits and damage to the brand image, are not compensable.

5.1.1 Distribution of responsibilities regarding the information sent to the Website and its operation

5.1.1.1 Distribution of responsibilities regarding information sent to the Website

In accordance with the provisions of the law no. 78-17 of 6 January 1978 modified by the law no. 2004801 of 6 August 2004, relating to data processing, files and liberties, the automated processing of the nominative data made from website "www.EVEROAD.com" has been declared to the French *Commission Nationale Informatique et Libertés* (CNIL) under no. 1967607.

EVEROAD therefore undertakes to take all the necessary protections relating to data protection as provided for by said Law, as well as from its entry into force, by the new regulation known as GDPR, resulting from the EU General Regulation 2016/679 on data protection.

Any EVEROAD subcontractor also undertakes to comply with this new legislation which will come into force on 25 May 2018.

Thus, EVEROAD will designate a Data Protection Officer, whose identity will be communicated in due time.

The personal data collected and necessary for the operation of the booking Website, the transport organization, the performance of its mission as transport organizer, or to benefit from the services, will be kept for 10 years.

EVEROAD undertakes to protect the confidentiality of the information, necessary for its activities, communicated to it by the Members and Users, which shall not be exploited by EVEROAD for commercial purposes.

Each of the parties remains responsible for the processing of personal data that it processes as such and thereby guarantees the other party against any action based on failure to comply with its obligations in this respect.

Each Member/User is in particular responsible for informing its users/administrators/employees whose personal data will be transmitted via the Website because their personal data or the GPS positions vehicles they drive, collected for the needs of the Services, may be transmitted to EVEROAD to enable the processing and tracking of the execution of the transport orders to which these Data relate.

The User has the rights of access, modification, rectification, portability and to limit the processing and/or to oppose the processing, the suppression and the oblivion of the data which concerns it in accordance with the applicable laws.

All requests must be sent by e-mail to contact@EVEROAD.com and by mail to the address of the registered office of the company.

In the event of written requests for account closure, and subject to EVEROAD's legal retention obligations, EVEROAD undertakes to make such account suppression within 15 days.

The user of the application (the driver) may, at any time, if he wishes, "disconnect"/disable the geolocation service outside of his working hours.

In any event, EVEROAD is not responsible for the communication by the Members Users of erroneous or fraudulent information in the framework of the exchanges and/or on their respective User Accounts.

As a result, EVEROAD cannot be held liable for the consequences that may result, both between the User Members and towards third parties, if the User Members do not respect these provisions.

EVEROAD is not responsible for the content concerning Members, entered on the Website by them.

This is particularly the case for the Request of the Clients, and the Confirmation of Bookings of the substituted Carriers, containing information exclusively provided by, and under the sole responsibility of, the Members.

If EVEROAD is informed that any content may infringe the rights of third parties, EVEROAD will make its best efforts to remove the disputed content without delay from the Website without penalty or compensation.

5.1.1.2 Responsibilities concerning the operation of the Website

From time to time, the Website may be temporarily down for maintenance or update of the software, or in case of technical problem.

EVEROAD will not be responsible for any misuse of the Website tools and services by the Members/Users or any failure or down time thereof.

In case of computer failure directly attributable, EVEROAD will make its best efforts and take all measures to minimize the disruption thus caused to the operation of the Website, to restore it as soon as technically possible, and no penalty/compensation can be claimed.

5.1.2 Distribution of responsibilities concerning the Transport Services concluded between the Client and EVEROAD and its substituted Carriers via the Website

It is recalled that, in accordance with Article 1 “Purpose” of these Terms of Use, EVEROAD has designed, developed and published the software and technical support of the Website; therefore it acts as a computer platform for freight transport booking and organization of transport operation and/or Service provider.

Anyone using a Member/User account is deemed to act in the name and on behalf of the Member and to represent it. Thus, any Member/User is fully responsible for the actions of any person using its account with respect to EVEROAD and third parties, including acts of representation related to the conclusion, execution or non-execution of these Terms of Use and also more generally to all acts related to the conclusion, execution or non-execution of the transport operations concluded via the Website.

Moreover, EVEROAD is only subject to a best-effort obligation concerning the fact that a Client’s Request posted on the Website is or not accepted firstly by EVEROAD as a Forwarding Agent and/or secondly by a Carrier that it wishes to substitute to itself, within the time indicated by the date and the hour of end of possible loading by said Client for the execution of its Request via the Website, or that the Request is automatically canceled after the deadline mentioned by the Client.

Consequently, EVEROAD cannot be considered as having any obligation concerning an Offer posted online, which it did not previously accept in writing by means of a Confirmation of its acceptance of any possible Transport Commission Services.

Conversely, if EVEROAD has confirmed in writing to the Client, within the time limit set by the latter, that it accepts the performance of a Transport Commission Service/Transport

Service; EVEROAD and any Carrier that it substituted to itself will meet their respective obligations in accordance with the terms of article 6.

5.2 Responsibilities of User Members

5.2.1 Responsibilities concerning information sent to the Website

In accordance with the provisions of Article 4.1 of these Terms of Use, the Website User undertakes:

- to use the service in good faith, in a reasonable manner, and not to breach the Terms of Use of the Website,
- not to use the Website for illegal purposes and/or for the purpose of causing harm to the reputation and image of EVEROAD or more generally to infringe its rights, including intellectual property rights,
- not to reuse all or part of the Website and the Services it contains for commercial and/or collective purposes and/or for personal purposes in a form and/or media not authorized by EVEROAD,
- not to use the Website for unlawful purposes including the transportation of property prohibited by law and/or likely to endanger the lives of human beings, and will therefore be sole responsible for the consequences of non-compliance with its Undertakings and Duties in this respect.

5.2.2 Responsibilities concerning Transport Services concluded via the Website between Shippers and substituted Carriers as User Members

In accordance with the provisions of Article 4.2 of these Terms of Use, any User Member of the Website undertakes not to transport and/or procure the transport of illegal or prohibited Goods, and to be in good standing in case of shipment or transport of dangerous Goods, and thus shall bear alone the consequences of non-compliance with its undertakings and duties in this regard.

The Carrier User Member of the Website will incur, with regard to the Client User Member of the Website, its professional civil liability in its capacity as Professional Carrier and will compensate the Client in application of limitations and caps provided for in the standard road transport Contracts in force for national transport (for loss or damage: Limitations per lost or damaged kilo, currently: for shipments of less than 3 tons compensation may not exceed € 33 per kg of gross weight of lost or damaged goods for each of the items included in the shipment without exceeding € 1,000 per lost or incomplete or damaged parcel whatever the weight, volume, size, nature or value, and for shipments equal to or greater than 3 tons: € 20/kg of gross weight of lost or damaged products, capped at the tonnage of the shipment (currently € 3200/ton), finally for the losses or damages of an intermodal transport unit, the compensation cannot exceed the sum of € 2875).

In the case of international road transport (outside the French territory) the limitations of compensation for loss or damage (for the record: all other damages being excluded) are those

set forth by the CMR Convention (Article 23-2 or on the basis of start value: 8.33 SDR per kilogram of gross weight of lost or damaged products, i.e. on 8 February 2018 of the SDR, approximately € 9.80 per kilo).

If the Client wishes to be compensated beyond these limits, it can subscribe through EVEROAD any desired coverage higher than € 10,000 with an optional “*ad valorem*” insurance, with the proposed Insurer, namely the Company HELVETIA, as specified in Article 6.2 below.

Delays in delivery are compensated in case of proven damage to the maximum of the price of the Transport Service, in accordance with the rules of the standard road transport Contracts for national transport in France and the provisions of the CMR Convention for international road transport.

6. RESPONSIBILITY CONCERNING THE COMMISSION CONTRACT AND/OR THE TRANSPORT CONTRACT

6.1 Liability for the substituted carrier

EVEROAD’s liability is limited to that incurred by the substituted carriers in the framework of the operations entrusted to them. When the compensation caps of the substituted carriers are not known, are non-existent or do not result from mandatory provisions, they are deemed to be identical to those provided for in Article 6.2 below.

6.2 Personal liability

6.2.1 Losses and damages

In all cases where EVEROAD’s personal liability is incurred, for whatever cause and for whatever reason, it is strictly limited, for all damages to the goods attributable to any operation as a result of loss or damage and for all consequences which may result from it, to € 20 per kilogram of gross weight of missing or damaged goods without exceeding, whatever the weight, volume, dimensions, nature or value of the concerned goods, a sum greater than the product of the gross weight of the goods expressed in tons multiplied by € 5,000 with a maximum of € 60,000 per event.

6.2.2 Other damage

For all other damages, including in case of duly noted late delivery, in case where its personal liability is incurred, the compensation due by EVEROAD is strictly limited to the price of the transport of the goods (duties, taxes and other expenses excluded) or that of the service at the origin of the damage, which is the purpose of the contract. This compensation cannot exceed that which is due in case of loss or damage of the goods.

6.3 Quotations

All quotations given, all one-off price offers communicated as well as general rates, are established and/or published taking into account the limitations of liability stated above (6.1 and 6.2)

6.4 Statement of value or ad valorem insurance

No ad valorem insurance higher than a coverage of € 10,000 is subscribed by EVEROAD acting as Forwarding Agent and/or as transport and logistic organizer, without express written order of the Client, repeated for each shipment, specifying the risks to be covered and the values to be guaranteed.

In this case, the client may either subscribe an ad valorem insurance by itself or give instructions to EVEROAD to subscribe an insurance from Helvetia on behalf of the company, subject to payment of the premium corresponding to the risks to be covered and the values to be guaranteed.

In this case, the statement of value to be insured, set by it and expressly accepted by EVEROAD, has the effect of substituting the amount of this statement to the indemnity caps indicated above (Articles 6.1 and 6.2.2).

The subscription of such ad valorem insurance will result in a price supplement.

The instructions relating to the value of the goods given by the Client for the subscription of an insurance, will be indicated by means of brackets which it will check on the Website.

Thus, the cost of this insurance, when subscribed by EVEROAD, on behalf of the Client, will be 0.20% of the maximum value of the bracket chosen for this particular ad valorem insurance (up to € 25,000, up to € 50,000). The price would be 0,02% if the chosen bracket is up to € 500,000.

Acting, in this case, as agent, EVEROAD cannot in any case be considered as insurer. The terms of the policy, which will be subscribed with Helvetia, are deemed known and approved by the shippers and recipients who bear the cost; and said terms of insurance will be made available by means of a hypertext link.

Lacking any precise indication, only ordinary risks (excluding risks of war and strikes) will be insured.

The instructions (statement of value or insurance) must be renewed for each shipment.

7. EXECUTION OF THE TRANSPORT SERVICE

Except in case of precise and written instructions from the Client regarding any possible mandatory dates of departure and arrival, the dates possibly communicated by EVEROAD are given for information only.

The Client shall give the necessary and precise instructions to EVEROAD in good time for the performance of the services.

The forwarding agent is alone responsible for the choice of its substituted carriers. It does not have to obtain the agreement of the Client regarding the name of the intermediate forwarding agents and the substituted carriers it retains.

Except in case of personal misconduct on its part, the forwarding agent is not liable for intermediate forwarding agents and/or substituted carriers that have been formally imposed by the Client or the public authorities.

EVEROAD does not have to verify the documents (commercial invoices, parcel notes etc.) provided by the Client. EVEROAD shall not be held responsible for the accuracy of the information contained in these documents.

All specific delivery instructions (cash on delivery, etc.) must be made by written instruction repeated for each shipment, with a written acceptance by EVEROAD. In any event, such instructions are only an accessory to the main transport and/or logistics service and will be subject to a price supplement.

Any Carrier that will be substituted by EVEROAD for the execution of the transport operation, undertakes to draw up a bill of lading, materializing the transport contract thus concluded, and to include therein EVEROAD as a shipper on behalf of the Client.

8. RESERVATIONS

In the event of loss, harm or other damage to the goods, or in the event of delay, the recipient or the receiver is responsible for making regular and sufficient remarks, and detailed and precisely motivated reservations; and generally performing all acts useful to the conservation of the remedies and confirming said reservations in the forms and according to the legal deadlines, otherwise no action will be possible against EVEROAD or its substituted carriers.

In accordance with the provisions of Articles L.133-3 and L.133-5 of the French Commercial Code, if within 3 days, not including holidays, following receipt of the goods, the Client or the Recipient has not notified to EVEROAD by registered letter with acknowledgment of receipt a motivated, precise and detailed complaint, then any action for loss or partial damage will be lapsed.

9. RIGHT OF CONTRACTUAL RETENTION AND CONTRACTUAL LIEN

Whatever the capacity in which EVEROAD acts, the Client expressly acknowledges a contractual right of retention, enforceable against all, and a contractual lien on all the goods, values and documents held by EVEROAD, and those as securities of all receivables (invoice, interest, costs incurred, etc.) that EVEROAD holds against it, even before or outside the operations carried out in respect of the goods, values and documents actually held by it.

10. EVEROAD'S INTELLECTUAL PROPERTY AND WEBSITE HOSTING

10.1 Intellectual Property of Technical Documents

All technical documents submitted to the Client remain the exclusive property of EVEROAD, who is the sole owner of the intellectual property rights related to these documents and said documents must be returned to it at its request. The Client undertakes not to make any use of these documents which may infringe the industrial or intellectual property rights of EVEROAD and undertakes not to disclose them to any third party.

10.2 Intellectual Property of the Website, the Application and its Developments for the exclusive benefit of EVEROAD

EVEROAD is the sole owner of the intellectual property rights (copyrights and trademarks) in their entirety, both for the Website (name, logo, etc.), the Application and its existing and future developments, and the Services and, in general, the entire container and contents. Any User or visitor of the Website who reproduces one or more of these elements would incur its civil and/or criminal liability, particularly in the area of infringement, and would be likely to be prosecuted and incur the applicable civil and criminal penalties.

10.3 Website Hosting

The Website is hosted by Google Cloud Platform (GCP), Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland.

The Host is not authorized to use the data of Users outside the technical hosting framework that is assigned to it, and it has a duty of confidentiality subject to incurring its liability.

11. FORCE MAJEURE

In addition to the events usually held by French case law as events of force majeure, the duties of EVEROAD will be suspended in case of events beyond its control preventing the normal performance of the services, such as natural disasters, interruption of means of transportation, telecommunications, computer networks for any reason whatsoever, total or partial strikes which may be internal or external to the company.

EVEROAD shall, without delay, by registered letter with acknowledgment of receipt, inform the Client of its inability to perform its duties and justify such inability to the Client. The contract and/or order will be suspended for a maximum of 30 days, and all duties will be suspended.

The contract and/or order will resume its effects upon the disappearance of the cause of suspension. In this case, EVEROAD will notify the Client of the resumption of its duties. After 30 days, in the absence of recovery and lacking an agreement between the parties, the contract and/or the order will be deemed automatically terminated.

12. TIME LIMITATION

All the actions to which the contract entered into between the parties can give rise, for the main services or ancillary services, are lapsed after one year following the execution of the disputed service of said contract.

13. TERMINATION OF CONTRACT AND/OR ORDER

13.1 Termination of services

EVEROAD may suspend or terminate access to the services of a Member/User and/or some of its employees at any time; any Member/User holding an Account may also request the removal of access to the accounts of some of its users/employees.

The account will be closed within a maximum of 15 days.

13.2 Established Business Relationships

In the event of established commercial relationships, each party may terminate it at any time by sending a registered letter with acknowledgment of receipt, subject to the following prior notice periods:

- One (1) month when the duration of the relationship is less than or equal to six (6) months;
- Two (2) months when the duration of the relationship is greater than six (6) months and less than or equal to one (1) year;
- Three (3) months when the duration of the relationship is greater than one (1) year and less than or equal to three (3) years;
- Four (4) months when the duration of the relationship is greater than three (3) years, plus one (1) week per full year of business relationships, up to a maximum of six (6) months.

13.3 Prior notice period

During the prior notice period, the parties undertake to maintain the economy of the contract.

13.4 Serious or repeated breaches

In the event of serious or repeated proven breaches by one of the parties to its undertakings and duties, the other party is required to send to such party a reasoned notice by registered letter with acknowledgment of receipt. If it remains ineffective within a period of one month, during which time the parties may try to contact each other, the contract may be terminated definitively, without notice or compensation, by registered letter with acknowledgment of receipt, taking note of the failure of the negotiation attempt.

14. NULLITY – INVALIDITY

In the event that any of the provisions of these Terms of Use is declared null or deemed unwritten, all other provisions shall remain applicable.

15. WITHDRAWAL - CONSUMER CODE

As part of contractual relations with Consumer Users and according to the terms of Article L.221-28 of the Consumer Code, the services offered on the Website by the Company do not allow the application of the right of withdrawal provided for in Articles L. 121-21 et seq. of the Consumer Code regarding distance selling.

Therefore, the User expressly waives the right of withdrawal with respect to any order placed on the EVEROAD Company Website.

Consequently, orders made on the Website are exclusively subject to the cancellation conditions provided for in article 3.2.3 of these Terms of Use.

16. DISPUTES - APPLICABLE LAW AND JURISDICTION

16.1 Applicable law

The relations between the Users of the EVEROAD Website and the latter are exclusively governed by French law, regardless of the nationality and the registered office of the Users.

The law applicable to the transport contract binding the Clients and the Carriers, put in contact via the Website, is, in case of transport on the French national territory, the French laws and regulations (*including the standard road transport Contracts published by decree on the website of the Ministry of Transport*) and, in the case of international road transport (in Europe or outside Europe), the applicable international conventions (*the CMR in road transport law*).

16.2 Evidence

The Parties agree that all exchanged data, information, files and other digital items will constitute admissible, valid, enforceable and probative evidence of a private document. In particular they undertake not to challenge the admissibility, validity, enforceability or probative force of the aforementioned elements of IT nature or form.

16.3 Jurisdiction

The courts of the place of EVEROAD's registered office (Paris) will have jurisdiction in case of dispute relating to EVEROAD, even in case of plurality of defendants and actions on guarantee and/or in case of forced appearance of third parties, including emergency or conservatory proceedings in summary proceedings or upon request.

Jurisdiction for disputes only between the Client and the substituted Carriers, and not EVEROAD, shall be designated by the law governing said disputed contract.

* * * *

