

FRENCH OFFICE / GLOBE SERVICES

General conditions for the provision of services

• General	p.2
• Mail, document, parcel and mailing address management	p.3
• Call center	p.5
• Administrative services	p.5
• Logistics services	p.6
• Annex – withdrawal form	p.8
• Appendix – GDPR & personal data	p.9

1 - GENERAL

GLOBE SERVICES (trade names: COURRIER DU VOYAGEUR / FRENCH OFFICE) is a simplified joint stock company with its registered office at 350 Chemin du Pré Neuf 38350 LA MURE, registered with the GRENOBLE RCS under number 482 906 294.

The purpose of these General Terms and Conditions (hereinafter "the GTC") is to define the conditions applicable to the provision of services (hereinafter "the Services") by GLOBE SERVICES to the Customer.

This document defines the common rules applicable to all services and then those applicable to each specific service.

Article 1.1 - Consent and enforceability

The GTC constitute the sole basis of the commercial relationship between the Parties. Any subscription to a Service irrevocably implies the Customer's prior acceptance of the GLOBE SERVICES GTCs, which are communicated to the Customer before the subscription. Any modification of or deviation from these terms and conditions shall be subject to the prior written agreement of GLOBE SERVICES in the form of special conditions, quotations, etc.

These T&Cs shall apply to any subsequent subscription, defining a business relationship, unless new terms and conditions are submitted for approval by the Customer. Modifications and deviations from the GTC are valid only for the subscription in question, without the Customer being able to invoke them for other previous or subsequent subscriptions. The GTC prevail over all other conditions, in particular purchase conditions, of the customer, with the exception of the special conditions of GLOBE SERVICES whether they are regulated by a separate document or by a quotation.

The fact that GLOBE SERVICES does not avail itself of or does not demand the implementation of a right provided for in the GTC shall not be interpreted as a modification of the GTC or as a waiver, even tacit, of the possibility of availing itself of this right in the future or of demanding its implementation.

Article 1.2 - Creating a personal account

The creation of a personal account and more generally subscription to GLOBE SERVICES services are subject to the following commitments by the Customer: to be of age and not to be subject to a guardianship measure.

The Customer is required to create and maintain a personal account on the GLOBE SERVICES Website before subscribing to the Services. The Customer undertakes to fill in the fields of the registration form accurately and precisely. This account is personal and non-transferable. The storage of the login and password in conditions that guarantee their security is the responsibility of the Customer.

Article 1.3 - Suspension of account

1.3.1 - At the request of the Customer: The Customer has the possibility of suspending their account for a maximum period of 12 months at any time.

The suspension is only possible if no mail or package is still held by GLOBE SERVICES on behalf of the Customer.

During this period of suspension, the Customer will only have restricted access to their personal account, and no services will be performed or invoiced.

At the end of the period indicated by the Customer, or during this period in the event a letter is received for the Customer's account, the Contract and the corresponding invoicing will be "reactivated" at the request of or with the agreement of the Customer for a period of 1 month with tacit renewal. Depending on the plan previously held, some plans may incur a reactivation fee.

1.3.2 - Fault of the Customer: In the event of a fault on the part of the Customer, constituted by failure to respect an obligation as stipulated in this document (non-payment of an invoice, account balance below the minimum amount etc), GLOBE SERVICES may immediately and without prior notice or any other form of notification by email, cancel the personal account of the Customer.

The Customer will then only have restricted access, allowing them to re-credit their account.

Article 1.4 - Cooling-off period

1.4.1 - When subscribing to the Service, a Customer with less than 5 employees has a 14-day cooling-off period

In the event that the Customer requests immediate implementation of the Service, or within a period of less than 14 days, the Customer expressly acknowledges that they waive their right of withdrawal.

In case of exercising their right of withdrawal, within the aforementioned period, the Customer shall inform GLOBE SERVICES via their personal account or by means of the withdrawal form attached to these GTC.

1.4.2 - A professional Customer with more than 5 employees, subscribing to the services of GLOBE SERVICES as part of their professional activity, does not benefit from any cooling-off period.

Article 1.5 - Pricing conditions

1.5.1 - The prices are indicated exclusive of VAT (20%) and, unless otherwise stated, exclusive of shipping costs.

The Customer is informed that some prices are fixed. These fixed packages are based on a maximum volume of processing (e.g. the monthly mail receipt subscription is based on a maximum number of mails received per month).

GLOBE SERVICES cannot, for each option and each Customer, establish where package limits have been exceeded in real time. The Customer must therefore be particularly vigilant, *via* their customer area, about the volume used in order to be able to anticipate the adjustment to which this volume will give rise in the event of exceeding the limit.

Consumption below the fixed volume will not be reimbursed.

One-off Services, i.e. those not included in the subscription, such as scanning, forwarding or consolidation, for example, are also invoiced at the rate applicable on the day of the request by the Customer.

1.5.2 - In the case of professional Customers, any delay shall automatically entail a late payment penalty equal to the semi-annual European Central Bank (ECB) key rate (refinancing rate or Refi) in force on 1 January, increased by 10 points, in addition to a fixed indemnity of €40 euros to cover collection costs.

If the Customer has not paid the outstanding amounts within 15 days after a formal notice has been sent, the service shall be cancelled in accordance with the law and may give rise to the right of GLOBE SERVICES to claim damages.

The Customer also authorises GLOBE SERVICES to retain any goods, packages, mail, etc. ... in its custody as long as an invoice due or to become due remains unpaid.

Article 1.6 - Termination

In the event of a fault on the part of one of the Parties, such as the use of one or more services contrary to the stipulations of the GTC or a payment incident, the other Party may terminate, without compensation and by any means, all or part of the sales or services, with 15 days' notice, or without notice if the termination is urgent. The

Parties expressly agree that the sending of a registered letter will not be required, communication via email and/or the personal account of the Customer shall suffice.

The Customer is informed that in case of termination for fault, or under the terms of the contract for whatever reason, GLOBE SERVICES will have a period of one month if the termination request comes from the Customer and three months if the termination comes from GLOBE SERVICES to organise the deletion/destruction of all items (packages, pallets, mail, in its possession).

The Parties agree that this is a period of time **for the sole benefit of GLOBE SERVICES**, to enable it to organise said deletion/destruction. It is therefore up to the Customer to organise the removal of all items **from the day of the end of the contract**, for whatever reason.

Otherwise, the Customer authorises GLOBE SERVICES to dispose of them freely if it so wishes, and accepts that all destruction/removal/deletion/storage costs will be billed to them, even if these operations are carried out by GLOBE SERVICES itself.

Article 1.7 - Responsibility and liability

The liability of GLOBE SERVICES shall be limited to the direct material damage caused to the Customer resulting from faults directly and exclusively attributable to GLOBE SERVICES in the execution of the Contract, to the exclusion of:

- Any indirect damage, in particular loss of business, turnover, etc.;
- Any damage resulting from non-compliance with the instructions of GLOBE SERVICES;
- Any damage resulting from a fault of a third party not subcontracted by GLOBE SERVICES;
- Any damage resulting from the Customer's failure to disclose information of which they are aware or which they could reasonably be expected to be aware;

In the event of damage, the Customer undertakes to send GLOBE SERVICES a registered signed-for letter together with all the documents justifying the causes and the amount of the damage that the Customer considers to have suffered within a period of one month following the date on which the alleged fault occurred, under penalty of forfeiture of any right to claim compensation from GLOBE SERVICES.

In any event, the liability of GLOBE SERVICES will be limited to 3 times the amount of the sums paid by the Customer for the Service in question, and in any case, to the aforementioned insurance limit.

Article 1.8 - Privacy Policy

GLOBE SERVICES will ensure the highest level of confidentiality to all information that may be transmitted to it by the Customer or by the end customers during the execution of a Service.

GLOBE SERVICES undertakes to keep confidential all information concerning the existence or the content of telephone exchanges with the end customers

For the purposes of this Protocol, "Confidential Information" shall mean any information or data of any kind, whether oral, written or in electronic form.

The determination of the confidential nature of the "Confidential Information" may result, in particular, from the affixing of any appropriate confidentiality notice on the documents in which such "Information" appears.

- Confidential Information does not include information

- in the public domain at the time of its disclosure or communication, without this being the result of a breach of this undertaking, or which will subsequently fall into the public domain, without either Party having been responsible for their disclosure;
- lawfully received from a third party, without restriction and without this resulting from a breach of this undertaking, insofar as the third party has not itself breached an obligation of confidentiality towards one of the two Parties;
- which was lawfully in the possession of either Party before or at the time of its disclosure, it shall be for that Party to prove this.

Article 1.9 - Force majeure

The Parties shall not be held liable for the non-performance of a contractual obligation if such non-performance is due to a case of force majeure, as usually defined by Article 1218 of the Civil Code and case law. **By express agreement, the Parties have excluded the possibility of invoking force majeure to avoid a payment obligation.** In the event of a case of force majeure, the performance of the Services shall be suspended for a period corresponding to the impediment and the term shall be extended by a period equal to the duration of the suspension. The Party suffering from a force majeure event undertakes to inform the other party of the occurrence of an event of force majeure and its consequences for the performance of the Contract, within 8 (eight) days of the start of the event. In the event that the suspension continues beyond a period of 3 (three) months, each of the Parties shall be entitled to terminate the service as of right without compensation or notice, by notifying the other Party of its decision by registered signed for letter.

Article 1.10 - Intellectual property

Any reproduction, representation, publication, transmission, use or modification, extraction, of all or part of the elements of the GLOBE SERVICES website, trademarks or works of GLOBE SERVICES and this in any way whatsoever, done without the prior written authorisation of GLOBE SERVICES is illegal. These illegal acts are the responsibility of their perpetrators and are likely to lead to legal proceedings against them, particularly for counterfeiting.

Article 1.11 - Notification

The communications between the Customer and GLOBE SERVICES can be carried out, unless otherwise stipulated, in particular for cancellation and termination, by means of e-mails and the customer area on the GLOBE SERVICES Website.

Article 1.12 - Litigation

This contract is subject to and governed by French law. In the event of any dispute, the Parties shall first seek an amicable solution. The Customer agrees that any dispute relating to this Contract shall be referred to the Commercial Court of LYON.

2 - MAIL, DOCUMENT, PARCEL and MAILING ADDRESS MANAGEMENT

Article 2.1 - Price conditions

2.1.1 - Prices: The price conditions for each of the subscriptions and transport costs are listed on the website at

<https://www.french-office.fr/french-office-accueil/services-french-office/presentation-domiciliation-courrier/domiciliation/tarifs-de-domiciliation-entreprise/>

<https://www.french-office.fr/telephonie-virtuelle/ligne-voip-tarifs/>

<https://www.french-office.fr/img/tarifs-courriers.pdf>

<https://www.french-office.fr/french-office-accueil/tarifs/tarifs-logistiques/>

<https://www.french-office.fr/french-office-accueil/comparateur-transporteurs/>

2.1.2 - Payment: The Services are payable at the time of order by the Customer by direct debit from their personal credit account. A summary invoice will be sent at the end of each month.

To credit your personal account, payment can be made by: monthly direct debit, bank transfer, bank card, cheque or cash.

2.1.3 - Customer account in credit: The Customer is informed that any request (e.g. forwarding or scanning) will only be implemented under the express condition that the Customer's account is in credit with enough money to pay the shipping costs and that no due invoice of GLOBE SERVICES is pending payment.

In addition, a termination fee will be charged upon termination of the Contract. This fee is €15.90 including VAT. Consequently, the Customer undertakes to maintain a minimum credit balance of the above-mentioned amount in addition to the amount of the shipping costs in the event of a request for a forwarding service.

Article 2.3 - Storage, forwarding, scanning (mail) and consolidation (parcels)

2.3.1 - Subscriptions may, as indicated, include or exclude forwarding of incoming mail/packages and scanning (mail) depending on the options chosen by the Customer. During the course of a subscription, the Customer may also request these Services from time to time, as well as the consolidation of one or more packages. These Services will give rise to additional invoicing, unless they are expressly included in the chosen subscription.

The scanning and forwarding of mail takes place within 24 hours of its receipt, or of the request made by the Customer if this option is not included in their subscription. The Customer is informed that in the event of a change in the default carrier or in the event of a request for consolidation (parcels), a 48-hour delay will be applied from the time of the Customer's request.

2.3.2 - forwarding: Before any forwarding, if they have not already done so, the Customer will be asked to select a default carrier from a list pre-established by GLOBE SERVICES (or to authorise GLOBE SERVICES to use the carrier of their choice with the only criterion being the cheapest rate). Unless changed via the personal space, this carrier will be used by default for future shipments. The return shipment will be made to the address indicated by the Customer when requesting the shipment. A confirmation email will be sent to the Customer indicating: the references of the returned mail/package, the return address, the selected mode of transport, and a tracking number if provided by the carrier.

2.3.3 - scanning (mail): Once the mail has been scanned, the Customer will be able to access it *via* their personal space. A copy of the letter may also be sent to them by email, upon request.

2.3.4 - Physical storage: If forwarding is not selected, the mail and parcels are stored by GLOBE SERVICES for the duration of the Contract. The Customer is informed, with regard to parcels, that this storage is subject to the volume conditions set out in the commercial conditions indicated on the website relating to the subscription taken out.

The customer also accepts that it is expressly forbidden to have GLOBE SERVICES receive, store or forward any parcel or mail containing an illegal, non-regulated, chemical, explosive or more generally dangerous product, requiring special storage conditions (temperature, etc .) or

containing living animals or plants

2.3.5 - Consolidation (parcels): At the customer's request, or as an option, GLOBE SERVICES can proceed to the opening, consolidating and forwarding of the packages already received and kept by GLOBE SERVICES.

Despite all the care taken by GLOBE SERVICES, this operation may require the removal of protection (bubble wrap, foam, etc...) utilised by the sender. The professional Customer shall understand that this consolidating operation will be carried out under their own sole responsibility.

Article 2.4 - Registered mail and cash on delivery

GLOBE SERVICES does not give any discharge in the name and for the account of the customer and only undertakes to notify of the delivery notice in case of presentation of registered mail with advice of delivery, money orders or cash on delivery.

However, GLOBE SERVICES can take care of receiving registered mail and parcels, and give discharge in the name and on behalf of the Customer.

If the registered mail option is chosen, it is validated by signing a postal power of attorney on behalf of the Customer.

As the powers of attorney relate to a specific name, it is possible that during the course of the contract GLOBE SERVICES may ask the Customer to establish a new power of attorney on behalf of a new employee. It is then up to the Customer to update the mandate in accordance with the conditions laid down by the authorities and by LA POSTE.

Article 2.5 - Insurance

GLOBE SERVICES attaches the utmost importance to the security and integrity of the mail and packages received and/or sent on behalf of the Customer. However, GLOBE SERVICES has no knowledge of the content and importance of the content of these letters and parcels.

Consequently, the Customer undertakes to expressly inform GLOBE SERVICES of any mail and parcel whose value they consider requires special attention with regard to any loss, damage, delay etc. The Customer commits to requesting GLOBE SERVICES for an ad hoc increase of their insurance limit, and to pay the extra cost, or failing that, to cancel the sending/receiving of the mail or parcel concerned.

The Customer is aware that any breach of the above obligations will incur liability. In this event, the commercial Customer shall exonerate GLOBE SERVICES from any liability for the part of the damage exceeding the aforementioned insurance limit.

Article 2.6 - Duration, termination and end of the contract

2.6.1 - Subscriptions are for a minimum of one month, with no maximum term. The Customer determines the duration of their subscription, which entitles them, depending on the duration, to a sliding scale of charges.

At the end of this period, the subscription shall be renewed, for renewable periods of one year, unless terminated by the Customer or GLOBE SERVICES with a minimum of 72 hours' notice before the end of this period.

2.6.3 - Regardless of the reasons for the end of the Contract (term, termination, etc.), the Customer undertakes to collect in person and against a receipt, or to request the forwarding at prepaid expenses, of all the mail, parcels or other items kept on their behalf by GLOBE SERVICES within 48 working hours.

In the event of termination at the customer's request, any mail, document or parcel will be considered as abandoned and will be destroyed, without any other service, in particular notification, being required from GLOBE SERVICES after a period of one month.

In the event of termination at the initiative of GLOBE SERVICES, any mail, document or parcel will be considered as abandoned and will be destroyed, without any other service, in particular notification, being required from GLOBE SERVICES after a period of three months.

Article 2.7 - RESPONSIBILITY

This service is a purely logistical service (preparation of the parcel, packaging, etc.). GLOBE SERVICES does not provide any transport or transport brokerage services. The sending, carrying and receipt of mail and parcels by the Customer is done at the latter's entire responsibility, or under that of the carrier (LA POSTE, etc.) selected by the Customer. The carrier is not a subcontractor of GLOBE SERVICES, which will have no legal link with the carrier selected by the Customer.

3 - CALL- CENTRE

Article 3.1 - ALLOCATION OF A PERSONAL TELEPHONE NUMBER

When subscribing to the Service, the Customer will be given a telephone number enabling GLOBE SERVICES to provide call handling and appointment setting services.

This number must be communicated to the Customer's end customers or partners if the Customer wishes the Services to be provided.

No Service may be provided on a number other than that allocated to the Customer.

Article 3.2 - CALL HANDLING TIMES

The Customer is informed that calls can be received and processed by GLOBE SERVICE within the following times: 9am - 6pm

These hours are covered 5 days a week, excluding weekends and public holidays.

Given the technical requirements, GLOBE SERVICES guarantees an accessibility rate of 95% averaged over the calendar year.

Article 3.3 - TELEPHONE CALL HANDLING

Appointments are made according to the availability times indicated by the Customer in the shared calendar.

The Customer undertakes to keep this diary up to date.

The only personal data items that may be requested and collected from the end customer are: their surname, first name, contact details (e-mail and telephone) and the date and time of the appointment, to the exclusion of any other information (health data, judicial data, etc.) .

It is the Customer's responsibility to contact the end customer if there is a change in availability or if clarification is required.

It is also the responsibility of the Customer to inform the end customer regarding the collection of personal data and the processing carried out by GLOBE SERVICES, which only acts as a subprocessor as defined by the GDPR.

Article 3.4 - COMMERCIAL SUPPORT

3.4.1 - The Parties agree that this service is reserved solely for activities for which the information required to draw up the quotation can be communicated to a person not carrying out the Customer's activity.

Regulated professions (lawyers, doctors, notaries, etc.) cannot therefore subscribe to this Service, and the price information given by GLOBE SERVICES when making an appointment for example, will not be considered as a quote, and cannot be preceded by a communication of confidential information by the patient or the customer to GLOBE SERVICES.

It is up to the Customer to ensure that this service is compatible with their legal and regulatory obligations, and to assume responsibility for their subscription, to the exclusion of any liability of GLOBE SERVICES.

The Customer shall indemnify and hold GLOBE SERVICES harmless against any conviction, including a fine, which may be imposed for services provided in accordance with the Customer's requests and which are found to be in breach of a legal, regulatory, ethical or contractual obligation.

3.4.2 - The quotation is established on the basis of the questionnaire provided by the Customer to GLOBE SERVICES in order to establish the quotation.

The Customer must provide a quotation template containing all the legal and practical information required in order to draw up a quotation.

This information and the questionnaire must be clear, up-to-date and sufficiently precise so as not to require GLOBE SERVICES to analyse it nor request additional information from the end customers.

In any case, GLOBE SERVICES cannot be held responsible for an erroneous quotation due to the non-provision of information by the Customer or the end customer, or the provision of erroneous information.

It is the Customer's responsibility to state in all of their contractual documents that this quotation is non-binding before any approval by the Customer, and to state the conditions, in particular the deadline, under which this approval must be given.

In any event, the Customer remains solely responsible for the confirmation of the quote, its non-modification and its execution.

Article 3.5 - PRICE CONDITIONS & duration

Telephone call handling services are invoiced by subscription and may be subject to adjustment if the quotas set in the subscription are exceeded

The commercial assistance service is invoiced on a custom ad hoc basis. Any subscription implies the prior delivery to the Customer of a quotation and its acceptance.

The prices are displayed in euros and exclusive of VAT. Subscriptions must be paid in monthly instalments.

Commitments are for a period of six (6) months and can be terminated with three months' notice. At the end of these 6 months, renewal will roll over for successive periods of 6 months

4 - ADMINISTRATIVE SERVICES

Article 4.1 - ADMINISTRATIVE SUPPORT

4.1.1 - The Customer is informed and expressly accepts that the Services provided by GLOBE SERVICES are in no way a substitute for the services of a lawyer, a chartered accountant or any other regulated profession.

GLOBE SERVICES does not provide any accounting, tax or legal

optimisation services. GLOBE SERVICES does not provide any advice on the choice or appropriateness of a corporate form.

GLOBE SERVICES only provides legal drafts, drafted on the MANEWCO website, without selection or study, based on the specific requests provided by the Customer.

Articles of association, convocations and minutes of the general meeting or any other legal act, must be confirmed as suitable by a lawyer appointed by the Customer.

This communication and confirmation by a lawyer or chartered accountant is under the exclusive control and responsibility of the Customer. It is not the responsibility of GLOBE SERVICES to check or ask whether the Customer has carried out these steps.

GLOBE SERVICES may, if the Customer so requests, appoint a lawyer to do so, whether this lawyer has been chosen by the Customer or is one of GLOBE SERVICES' recommended lawyers.

If this is not the case, the Customer must take responsibility for the verification of these documents by a lawyer or assume sole responsibility for their failure to do so.

4.1.2 - As part of the Services, GLOBE SERVICES will assist or represent the Customer with the Registry of the Commercial Court concerned and/or the tax authorities, in particular for the completion of the administrative formalities requested by the Customer (establishment, change of registered office, name, etc.) .

The Customer expressly gives GLOBE SERVICES the mandate to carry out these administrative procedures.

4.1.3 - Each form and warrant must be confirmed by the Customer before being sent or carried out, and the Customer shall therefore be solely responsible for any erroneous information contained therein before validation, and for any delay attributable to this confirmation period.

Article 4.2 - CONFIDENTIALITY

GLOBE SERVICES will ensure the highest level of confidentiality to all information that may be transmitted to it by the Customer or by the end customers during the execution of a Service.

For the purposes of this Protocol, "Confidential Information" shall mean any information or data of any kind, whether oral, written or in electronic form.

The determination of the confidential nature of the "Confidential Information" may result, in particular, from the affixing of any appropriate confidentiality notice on the documents in which such "Information" appears.

Confidential Information does not include information:

- which was in the public domain at the time of its disclosure or communication, without this being the result of a breach of this undertaking, or which will subsequently fall into the public domain, established by GLOBE SERVICES (or to authorise GLOBE SERVICES to use the carrier of their choice with the only criterion being the cheapest rate). Unless changed via the personal space, this carrier will be used routinely for future shipments. The shipment will take place at the address indicated by the Customer when requesting the shipment.

A confirmation email will be sent to the Customer indicating: the references of the package sent, the shipping address, the mode of transport selected, and a tracking number when provided by the carrier.

5.2.2 - Receipt and forwarding of customer returns: in the event that a product is received as a customer return, it will be forwarded to the

without either Party having been responsible for its disclosure;

- lawfully received from a third party, without restriction and without this resulting from a breach of this undertaking, insofar as the third party has not itself breached an obligation of confidentiality towards one of the two Parties;

- which was lawfully in the possession of either Party before or at the time of its disclosure, it shall be for that Party to prove this.

Article 4.3 - TARIFF CONDITIONS

The Services are invoiced on a fee-for-service basis, in accordance with the pricing conditions in force at the time of subscription to the Service.

5 - LOGISTICS SERVICES

Article 5.1 - Pricing conditions

5.1.1 - Prices: The price conditions for each of the subscriptions and transport costs are listed on the website at:

<https://www.french-office.fr/french-office-accueil/services-french-office/presentation-domiciliation-courrier/domiciliation/tarifs-de-domiciliation-entreprise/>

<https://www.french-office.fr/telephonie-virtuelle/ligne-voip-tarifs/>

<https://www.french-office.fr/img/tarifs-courriers.pdf>

<https://www.french-office.fr/french-office-accueil/tarifs/tarifs-logistiques/>

<https://www.french-office.fr/french-office-accueil/comparateur-transporteurs/>

The Customer is informed that some prices are fixed. These packages are based on a maximum volume of processing.

GLOBE SERVICES cannot establish in real time where package limits have been exceeded, for every option and every customer. The Customer must therefore be particularly vigilant, *via* their customer area, about the volume used in order to be able to anticipate the additional cost that this volume will generate in the event of exceeding the limit.

Unused volume within the package will not be reimbursed.

Ad hoc services, i.e. not included in the subscription, such as pallet *dispatch* or consolidation, for example, shall also be invoiced at the rate applicable on the day it is requested by the Customer.

Article 5.2 - Storage, forwarding, scanning (mail) and consolidation (parcels)

5.2.1 - Shipping: Before any shipment, if they have not already done so, the Customer will be asked to select a default carrier from a list pre-

Customer *via* the carrier that they have appointed for this purpose.

GLOBE SERVICES may proceed, at the request of the Customer, to check the condition of the products received by taking a photograph.

5.2.3 - Physical storage: If not forwarded, the products and packages are stored by GLOBE SERVICES for the duration of the Contract. The Customer is informed that this storage is subject to the volume conditions set out in the commercial conditions indicated on the website for the subscription taken out.

The customer also accepts that it is expressly forbidden to have GLOBE SERVICES receive, store or return any product containing an illegal,

unregulated, chemical, explosive or more generally dangerous product, requiring special storage conditions (temperature, etc.), or one containing live animals or plants.

5.2.4 - Consolidation: At the request of the Customer, or as an option, GLOBE SERVICES can proceed open, consolidate and forward packages already received and stored by GLOBE SERVICES.

Despite all the care taken by GLOBE SERVICES, this operation may require the removal of protection (bubble wrap, foam, etc...) used by the sender. Professional Customers shall understand that this consolidating operation will be carried out under their own sole responsibility.

5.2.5 -Dispatch: GLOBE SERVICES can receive pallets, or parcels containing smaller packages, and send them separately to end customers designated by the Customer.

Dispatch is only possible if the parcels to be sent have been previously packaged by the Customer, otherwise a *pick pack* service will be invoiced.

5.2.6 Shipping vouchers - e-logistics: the Customer is able to print transport vouchers via the GLOBE SERVICES website for the preparation of return shipments, dispatches or consolidation.

The customer is informed that these shipping vouchers, which must in any case be provided to GLOBE SERVICES, are completed under the sole responsibility of the Customer who is responsible for checking their conformity.

The Customer can follow the status of their shipments as well as the management of the stocks available at GLOBE SERVICES via their

personal space. The Customer is informed that the personal space cannot be updated in real time. Therefore, differences may exist between the information in the personal space and the actual situation. GLOBE SERVICES and the Customer accept that there may be a 48 hour delay between each update.

Article 5.3 - Insurance

GLOBE SERVICES is committed to the utmost vigilance as regards the security and integrity of the products and packages received and/or sent on behalf of the Customer. However, GLOBE SERVICES has no knowledge of the content and importance of the content of these products and packages.

Consequently, the Customer undertakes to expressly inform GLOBE SERVICES of any product or parcel whose value they consider requires special attention in relation to any loss, damage, delay etc. The Customer commits to requesting GLOBE SERVICES for an ad hoc increase of their insurance limit, and to paying the extra cost, or failing that, to abandon the sending/receiving of the mail or parcel concerned.

The Customer is aware that any breach of the above obligations will incur liability. In the event, the professional Customer shall exonerate GLOBE SERVICES from any liability for the part of the damage exceeding the aforementioned ceiling.

Article 5.4 - PRICING CONDITIONS

The Services are invoiced on a fee-for-service basis, in accordance with the pricing conditions in force at the time of subscription to the Service. Prices are quoted exclusive of VAT (at the rate applicable on the day of invoicing) without charges and in euros.

ANNEX 1 - WITHDRAWAL FORM

GLOBE SERVICES

350 Chemin du Pré Neuf

38350 LA MURE

BY REGISTERED SIGNED FOR LETTER

First name and surname of consumer:

Address:

Postal code - City

Date of signature of the contract:

Dear Sir or Madam,

I hereby inform you that I wish to exercise my right to withdraw from the contract signed with GLOBE SERVICES (LE COURRIER DU VOYAGEUR) within 14 days.

With thanks,

Yours sincerely

Signed at:

Date:

ANNEX 2 - GDPR SUBPROCESSING - INFORMATION

The purpose of this contract is to define the conditions under which GLOBE SERVICES, in its capacity as subprocessor, undertakes to carry out on behalf of the Customer, in its capacity as data controller or direct subprocessor of the data controller, the personal data processing operations defined below.

The concepts of subprocessor and controller are taken here in the sense given to them by Regulation (EU) 2016/679 of the European Parliament and

1.2 - The Data processed is all the data provided by the end customers required to make an appointment and to issue

of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter, GDPR).

As part of their contractual relations, the Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, the provisions of the GDPR.

Definitions

" *Personal data* " (hereinafter "Data") means any information relating to an identified or identifiable natural person. An "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more factors specific to his or her physical, economic, cultural or social identity.

"*Controller*" (hereinafter "Controller") means the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing; where the purposes and means of such processing are determined by European Union law or the law of a Member State, the controller may be designated or the criteria for such designation may be determined by European Union law or by the law of a Member State.

" *Sub-processor* " (hereinafter "Sub-processor") means the natural or legal person, public authority, department or other body which processes personal data on behalf of the controller.

" *Data subject* " means any person who "can be identified, directly or indirectly, by means of an identifier or one or more specific elements relating to his or her identity.

" *Personal Data Breach* " means a breach of security resulting in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of personal data transmitted, stored or otherwise processed, or the unauthorised access to such data.

1 - DESCRIPTION OF OPERATIONS SUBJECT TO SUBPROCESSING

1.1 - GLOBE SERVICES is authorised to process the data necessary for the provision of the services on behalf of the Customer.

The purposes of the processing are:

- Management of bookings and appointments for the Customer
- Issuing quotations on behalf of the Customer

- Management of associated services (invoicing, etc.) .
- Sending / receiving / forwarding
- Statistical analyses and reports of quotations

1.2 - The Data processed is all the data provided by the end customers required to make an appointment and to issue quotations without GLOBE SERVICES having exact knowledge of the nature and volume of the data entered.

The Customer shall provide GLOBE SERVICES with a precise and exhaustive list of the information necessary to make an appointment and to draw up a quote, taking into account the imperatives of limiting and justifying the data requested.

The Customer therefore undertakes to inform GLOBE SERVICES of the existence of any sensitive data, as well as of any information concerning it (nature, processing, legal basis, etc.).

The categories of persons concerned are the Customer's end customers.

1-3 - The contact data (email, telephone number) will be used within the framework of the execution of the Contract and, in the legitimate interest of GLOBE SERVICES, may be communicated to third party administrative subcontractors (chartered accountant, lawyer, etc.).

2 - DURATION OF THE CONTRACT AND RETENTION OF DATA

The present contract comes into force on signature and for the whole duration of the execution of the services by GLOBE SERVICES.

The data collected will be gradually deleted at the end of the contract between the Customer and GLOBE SERVICES.

All the data scanned on behalf of the User (mail, documents, etc.) will be deleted within maximum period of three months after the end of the Service, unless the natural person concerned requests GLOBE SERVICES to delete it earlier.

Contact details (email, etc.) concerning the Customer may be kept for five years for evidential purposes.

3 - OBLIGATIONS OF GLOBE SERVICES TOWARDS THE CUSTOMER

GLOBE SERVICES undertakes to:

- process the Data only for the sole purpose(s) that is/are subject to sub processing
- process the Data in accordance with the instructions provided in writing by the Customer. If GLOBE SERVICES considers that an instruction constitutes a violation of the European Data Protection Regulation or of any other provision of Union law or of the law of the Member States relating to data protection, it shall immediately inform the Customer.
- In addition, if GLOBE SERVICES is required to carry out a transfer of Data to a third country or to an international organisation, under EU law or the law of the Member State to which it is subject, it must inform the Customer of this legal obligation prior to processing, unless the law concerned prohibits such information on serious public interest grounds;
- guarantee the confidentiality of the data processed as part of the current Contract;
- ensure that those authorised to process data under this contract:

undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality receive the necessary training in the protection of personal data;

- take into account, with regard to its tools, products, applications or services, the principles of data protection by design and by default

GLOBE SERVICES is committed to ensuring that its employees comply with these obligations and that they do not access, alter, modify or delete any Data to which they should not have access by virtue of their position within the company.

4 - OBLIGATIONS OF THE CUSTOMER TOWARDS GLOBE SERVICES

The Customer undertakes to:

- only collect, communicate and/or process, or solicit the collection, communication and/or processing by GLOBE SERVICES of data that is relevant to the intended purpose;
- document in writing any instructions regarding the treatment of data by GLOBE SERVICES;
- ensure, beforehand and throughout the processing, that the obligations under the GDPR on the data controller, if the latter is not the Customer, are observed.
- supervise the processing, including carrying out audits and inspections with GLOBE SERVICES;
- enable GLOBE SERVICES to be able to comply with its obligations under the GDPR (effectiveness of rights exercised by data subjects, etc.) .

5 - SUBPROCESSING

GLOBE SERVICES may engage another processor (hereinafter, "Third Party Subprocessor") to carry out specific processing activities. In this case, it shall inform the Customer in advance and in writing of any proposed changes concerning the addition or replacement of other subprocessors. This information should clearly indicate the processing activities subcontracted, the identity and contact details of the third party subprocessor and the dates of the subcontract.

The third party subprocessor is obliged to fulfil the obligations of this contract on behalf of and according to the instructions of the Customer or GLOBE SERVICES. It is the responsibility of GLOBE SERVICES to ensure that the third party subprocessor provides the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the GDPR. If the third party subprocessor does not fulfil its data protection obligations, GLOBE SERVICES shall remain fully liable to the Customer for the fulfilment by the third party subprocessor of its obligations.

The Customer is informed that GLOBE SERVICES already uses the following categories of subcontractors on the day of signing the present contract:

- Hosting companies
- IT security provider
- Administrative, accounting and legal services.

6 - RIGHT TO INFORMATION OF THE DATA SUBJECTS

It is the Customer's responsibility to provide information to the data subjects of the processing operations at the time of collection of the data, whether the data subjects are employees, customers of the Customer or third parties.

Where GLOBE SERVICES acts as a subprocessor, the Customer is informed of its obligation to inform the data controller of their own duties with regard to the GDPR, as regards the persons whose data will be processed.

7 - EXERCISE OF INDIVIDUAL RIGHTS

As far as possible, GLOBE SERVICES shall assist the Customer in fulfilling their obligation to comply with requests to exercise the rights of data subjects: right of access, rectification, erasure and objection, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

When the data subjects make requests to GLOBE SERVICES to exercise their rights, GLOBE SERVICES must send these requests as soon as it receives them by email to the Customer at one of the email addresses provided by the latter.

If the Customer does not object within 5 working days, GLOBE SERVICES will, if it deems it necessary, proceed to the communication of the information requested by the party concerned, or to any exercise of the rights which may be requested (access, deletion, etc.) .

Right to object: In accordance with the regulations in force, the data subject may exercise their right to object to the use of their personal data by GLOBE SERVICES.

Other rights: the data subject may also exercise their rights of access, rectification and deletion of personal data regarding them with GLOBE SERVICES. They may also define, modify and revoke at any time directives concerning the retention, deletion and communication of their data after their death.

GLOBE SERVICES also informs the user that they can withdraw their consent to the processing of their personal data at any time. As a result of the withdrawal of consent, and in the event that there is no other legal basis for processing your data, your data will be deleted.

All these rights can be exercised by writing to the following address GLOBE SERVICES 350 Chemin du Pré Neuf, 38350 LA MURE.

Finally, in the absence of an amicable solution, the data subject may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés.

8 - TRANSFER OUTSIDE THE EU

The Data is not transferred outside the European Union, and is hosted in France.

9 - NOTIFICATION OF BREACHES OF PERSONAL DATA

GLOBE SERVICES shall notify the Customer of any breach of personal data within a maximum of 24 hours of becoming aware of it and to one of the contact addresses used for the execution of the contract. If this time period is longer than 48 hours, the Subprocessor must give reasons for the delay to the Customer.

The Subcontractor is obliged to justify to the Customer the time period between the actual data breach and the knowledge of the breach.

This notification shall be accompanied by any useful documentation to enable the controller, if necessary, to notify the CNIL of the breach

The notification shall contain at least:

- a description of the nature of the data breach including, if possible, the categories and approximate number of persons affected by the breach and the categories and approximate number of data records affected;
- the name and contact details of the Data Protection Officer or other contact point from which further information can be obtained;
- a description of the likely consequences of the data breach;
- the description of the measures taken or proposed by GLOBE SERVICES

to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

If it is not possible to provide all this information at the same time, the information may be provided in a staggered manner, without undue delay.

10 - ASSISTANCE OF GLOBE SERVICES IN THE FULFILMENT OF THE CUSTOMER'S OBLIGATIONS

GLOBE SERVICES shall assist the Customer, or where applicable the data controller, in carrying out impact analyses relating to data protection. GLOBE SERVICES shall assist the Customer in carrying out the prior consultation with the supervisory authority.

11 - DATA MIGRATION

11.1 - At any time during the execution of the contract, at the request of the Customer, as well as in case of expiry or termination of all or part of the Contract for any reason whatsoever, GLOBE SERVICES undertakes to carry out the operations that will allow the Customer, or a third party to take over the Data in the best conditions in order to migrate it to any other system of their choice.

Transferability operations will include:

- the return of all the data which is the property of the Customer and resulting in particular from the implementation of the sub processing, whether these elements are archived or not, in Excel format.
- The communication to the Customer of all the necessary information in order to implement the transferability operations;

11.2 - During the execution of the contract and/or at the end of the

contract, GLOBE SERVICES undertakes to destroy the Data, on the instructions of the Customer, within a maximum period of 6 months.

The return must be accompanied by the destruction of all existing copies in the information systems of GLOBE SERVICES.

Connection and contact data will be kept for a period of 2 years.

12 - DATA PROTECTION OFFICER

GLOBE SERVICES shall inform the Customer of the name and contact details of its data protection officer, if it has appointed one in accordance with Article 37 of the GDPR.

13 - REGISTER OF PROCESSING ACTIVITY CATEGORIES

GLOBE SERVICES declares to keep a written record of all categories of processing activities carried out on behalf of the Customer in accordance with the European Data Protection Regulation.

14 - DOCUMENTATION

GLOBE SERVICES shall make available to the Customer, at its registered office, the documentation necessary to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the Customer or another auditor appointed by the Customer, and to contribute to these audits.