

CHARTER OF GOOD PRACTICE

"CDISCOUNT MARKETPLACE"

The present Cdiscount Marketplace Charter of Good Practice was drawn up to make Sellers aware of a number of important issues which contribute to making the platform a secure environment for consumers in particular.

NOTICE: This Charter is not exhaustive in nature, neither are the issues therein addressed.

This Charter does not constitute legal or tax advice. Each Seller is responsible for seeking their own advice in order to ensure that (i) their activity via Cdiscount Marketplace complies with applicable national, European and international law, (ii) they do not make inappropriate use of the Cdiscount Marketplace platform.

The present Charter is complementary to the GCMA; it places no limitation on them, nor does it replace them.

Sellers who wish to sell their products on the Cdiscount Marketplace undertake to abide by the present Charter of Good Practice:

1. GOOD PRACTICE IN CUSTOMER RELATIONS

Through the Cdiscount Marketplace, you are speaking to your customers: good communication and customer care must prevail in your business.

In that regard, we would draw the attention of Sellers to the fact that:

- You must provide honest and transparent information to consumers at all stages of the relationship (pre-sales, upon making a sale, after sales);
- You must provide Marketplace consumers with all the information required under applicable law, particularly Articles L111-1, L11-2, L 121-17 of the French Consumer Code;
- You must ensure that consumers can exercise their right of withdrawal , particularly under Article L121-21 et seq of the French Consumer Code;
- You must comply with the rules on product warranties particularly the statutory warranty (provided for in Article L. 211-4 to L. 211-13 et seq of the French Consumer Code) and the latent defects warranty (provided for in Articles 1641 to 1648 of the French Civil Code).

- You must comply with all laws and regulations in relation to the collection, processing and storage of personal data, particularly those provided for in the French Data Protection Act n° 78-17 of 6 January 1978.

➤ Good practices to adopt :

As a Seller on our Marketplace, you must, *at a minimum*:

At the pre-sales stage:

- Include as much information as possible in the product descriptions and update said description whenever necessary, taking care to include the information required by law;
- Include information about you that is visible to the client so that the identity of your business is clear to them;
- Refrain from posting products online that you do not actually have in stock;
- Display the price of your products with all taxes and customs duties included;
- Indicate the country from which you dispatch your products;
- Indicate a realistic delivery time taking into account the country from which you are dispatching your products;

When making the sale:

- Keep the promises you have made to your customer: in terms of the quality of the product sold, price, delivery times, conditions for returns, etc. ;
- Process after-sales requests from the customer in accordance with the commitments you have made and legal requirements, particularly in terms of product warranties;

Under all circumstances:

- Be polite and respectful;
- Respond to all requests from clients (information, claims, etc.) within the deadlines set out in the GCMA ;
- Always communicate with the customer in French;
- Do not (i) directly or indirectly seek to attract clients to your website or to the websites of third parties (for example, you should not use your website address as your shop user name or indicate your website address on any content which may be viewed by customers such as product descriptions, terms and conditions of sale, emails to the client); (ii) insert marketing materials in the package or any other information about your website or third parties; (iii) approach the customers.

- Take into account the customers feedbacks (requests for information, claims, customer reviews, etc.) in the way you conduct your business on our Marketplace;
- Never use personal data pertaining to customers to which you have access for purposes other than performing your obligations related to sales on our Marketplace;
- Keep personal data pertaining to your customers confidential and secure, putting in place all physical and logistical resources to ensure data security;
- Do not store customer data for longer than necessary to perform your obligations with respect to sales on our Marketplace.

2. GOOD PRACTICE WITH RESPECT TO PROHIBITED PRODUCTS AND PRODUCTS SUBJECT TO SALES RESTRICTIONS

The sale of certain products is prohibited on our Marketplace and certain products may only be sold by authorised Sellers.

In that regard, we would draw the attention of Sellers to the fact that:

- National, European and international law prohibits the sale of certain products online, for example, medicines, cigarettes, etc.;
- National, European and international law prohibits the sale of products from countries subject to international sanctions or embargoes;
- Certain products are subject to restricted distribution;
- Our GCMA also prohibit the sale of certain products.

➤ Good practice to adopt

As a Seller on our Marketplace, you must, *at a minimum*:

- Under all circumstances refrain from offering for sale any item which sale is prohibited under national, European or international law;
- Under all circumstances refrain from offering products from countries subject to international sanctions or embargoes;
- Under all circumstances refrain from offering items which are forbidden for sale under our GCMA :

- a) items for which the advertising, offer, marketing or sale adversely affects intellectual property rights (copyright, royalties and similar rights), industrial property rights (trademarks, patents, designs and models) and any other applicable right (especially rights to the image, rights to respect for privacy, right of the personality);
 - b) items that are discriminatory or that incite to violence (including weapons in categories A to D as defined by law, toys and replicas of weapons, etc.), or to racial, religious or ethnic hatred;
 - c) live animals;
 - d) stolen goods;
 - e) advertising, including in the form of links;
 - f) medication, drugs of any kind, items liable to encourage the use of drugs or substances presented as having the same effects as substances or plants classified as drugs;
 - g) items liable to present a danger to health, safety or the environment;
 - h) items that can be neither offered nor marketed legally, or which are liable to harm public policy or the rights of third parties;
 - i) articles for which the offer or sale are liable to harm morality or the image of the Hosting Site.
- ensure and are able to prove at all time that you have sufficient authorisations for the distribution of restricted-sale products;
 - under all circumstances refrain from selling a product should you have any doubt as to whether or not you are entitled to offer it for sale on our Marketplace.

3. SAFETY REQUIREMENTS FOR CONSUMER HEALTH PRODUCTS

Products placed on the market must be safe and contain the information ensuring their traceability, such as the identity of the manufacturer and the product code. Where necessary, products must be accompanied by warnings and notices on the risks inherent in their use.

Sellers are solely responsible for ensuring that products offered for sale on the Marketplace comply with the Safety Requirements. As a Seller, you are solely liable for selling products which do not comply with the Safety Requirements.

In that regard, we would draw the attention of Sellers to the fact that:

- products may be covered by one or more regulations (particularly national and/or European) with respect to product safety (hereinafter “Safety Requirements”);
- the Safety Requirements may be general in nature and applicable to all products (for example Directive 2001/95/EC of the European Parliament and the Council of 3 December 2001 on general product safety);

- Specific Safety Requirements for certain product categories may apply (for example: toys, electric devices and food products);
- Safety Requirements include information on the packaging or on information documents providing the buyer/user with all the necessary information on the manufacture of the product, the standards with which it must comply and the conditions under which it may be used.

➤ Good practice to adopt :

As a Seller on our Marketplace, you are required to take all appropriate measures to ensure that all products that you offer for sale comply with applicable laws and regulations, and *at a minimum*:

- You are a manufacturer: design products which meet the Safety Requirements, and take all the appropriate steps to ensure and demonstrate compliance therewith (by demonstrating that tests have been carried out and the disclosure of certificates);
- You are an importer: check that the manufacturer has designed a product that meets the applicable Safety Requirements (particularly by checking the applicable regulations and that the products are in compliance therewith);
- You are a distributor: identify the safety rules applicable to the products you sell and check that the manufacturer and importer have complied with their obligations and the products meet the applicable Safety Requirements;
- In any case, it is your responsibility to ensure that the products, and the required packaging and other documents satisfy the Safety Requirements (particularly the presentation, markings, labelling and notices).
- You must refrain from offering any product for sale should you be uncertain as to whether it complies with the applicable Safety Requirements;
- Recall from sale any product which is subject to a recall procedure and take all due care in product recalls;

4. GOOD PRACTICE IN FIGHTING IP BREACHES

It is illegal to offer counterfeit products for sale. As a Seller, you are solely responsible for selling counterfeit products to internet users and right holders.

Cdiscount Marketplace cares about protecting the rights of third parties.

In that regard, we would draw the attention of Sellers to the fact that:

- infringement may come in different forms, in particular :

- ✓ Copying or imitating the name, logo, shape, motifs or presentation of a product protected under a trademark, design, model, or copyright, or copying a patented technical invention.
- ✓ as well importing into the European Union territory without authorization of the holder of the intellectual property rights;
- Counterfeit products are at significant risk of falling foul of the Safety Requirements applicable to products as described in the previous section.

➤ Good practice to adopt :

As a Seller on our Marketplace, you must, *at a minimum*:

- Check the authenticity and more generally that your products are non-infringing before placing them on the Marketplace ;
- Should you have any doubts as to whether your products are authentic and non-infringing, refrain from posting them online ;
- Respond to all claims from Buyers within the deadlines and conditions set out in the GCMA and compensate the Buyer where applicable.

5. GOOD PRACTICE IN FIGHTING SOCIAL SECURITY AND TAX FRAUD

You will be held solely responsible by internet users, third parties and the tax authorities for any sales made without a proper understanding of applicable taxation (VAT in particular) and tax-related charges (DEEE - tax on electronic equipment waste, Sorecop - tax on storage media), or of your obligations to pay social security contributions.

In that regard, we would draw the attention of Sellers to the fact that:

- The main tax on consumers in France is Value-Added Tax (VAT); the rate depends on the nature of the product;
- A number of parafiscal taxes may apply to certain categories of products such as: the tax on storage media or “Sorecop” which applies to all digital data storage media such as hard disks, memory cards, USB keys, tablets; and DEEE (Electric and electronic equipment waste) which applies to electric and electronic products;
- All business conducted in France is subject to national taxation (particularly corporate tax), save in strictly regulated cases. Income from sales generated through our marketplace is subject to tax and must be declared to the tax authorities in your tax return.

- All business conducted in France is subject to social contributions, save in strictly regulated cases. Income from sales generated through our marketplace must be declared to the social security authorities in your income declaration.

➤ Good practice to adopt :

As a Seller on our Marketplace, you must, *at a minimum*:

- Check the official websites:
 - ✓ www.impots.gouv.fr, for information on your tax obligations
 - ✓ www.securite-sociale.fr, for information on your social security obligations
- Check the VAT rate applicable to your products and apply the appropriate VAT rate;
- If you believe that you are not subject to VAT, you must check to be certain that such an exoneration applies to your personal circumstances;
- Check whether your products are subject to parafiscal taxes and apply the appropriate parafiscal taxes to your products;
- Pay the taxes applicable to your business conducted on our Marketplace. If you have reason to believe that your business is not subject to tax in France, verify that this is the case and be prepared to provide proof.

6. CDISCOUNT: HOSTING CDISCOUNT MARKETPLACE

We wish to make our Marketplace a quality platform for Internet users and third parties.

To that end, Cdiscount:

- Will respond to any request from the public authorities under their powers to access documents for tax collection purposes, as applicable to Sellers and their products;
- Encourages all persons to notify us in accordance with Article 6. 1.-5 1 of French Law n° 2004-575 of 21 June 2004 on confidence in the digital economy “LCEN”, of the presence of manifestly illicit content on the Cdiscount Marketplace;
- Encourages all persons to notify us of the presence of products on the Cdiscount Marketplace that do not meet the Safety Requirements;
- Reserves the right to immediately suspend any offer which is not in line with the good practices outlined above, and more generally to apply any measure provided for in the GCMA.
