

General Conditions of Use

Last updated: October 30, 2024

ARTICLE 1: Purpose

These General Terms of Use (hereinafter the " **GTU** ") are offered by the company EAÿTHLUMB.COM LLC (hereinafter the " **Company** "). Its non-premium telephone number is +1307 200 801, its email address is wy.contact.u28@earthlumb.com and its DUNS number 119313423.

The Company provides an accessible online platform for connecting customers (the " Customer(s) ") to connect with agricultural producers, grouping schools, packagers, transporters (hereinafter **the "Application or website or website "**).

The purpose of these general conditions of use " CGU " is to govern the terms of use of the Application.

The T&Cs must be accepted by any User wishing to access **the Application or website**.

Article 2: Description of the Application or website

The Application or website makes it possible to set up an intermediary platform for the sale of agricultural products and various services related to the agricultural sector.

Article 3: Terms of access to the Application or website

The Application **or website** is only accessible to duly authorized users who are registered or have subscribed to a visitor profile by creating a dedicated customer area according to the instructions communicated by the Company.

All costs incurred by the user to access **the Application or website** (computer hardware, software, Internet connection, etc.) are his responsibility. The Company does not bear these access costs.

Article 4: Obligations of users

Users undertake to use the Application **or website** in accordance with its purpose and these general conditions of use.

In particular, users are prohibited from:

- To use the Application **or website** in any illegal manner, for any illegal purpose or in any manner incompatible with the T&Cs;
- To sell, copy, reproduce, rent, lend, distribute, transfer or sublicense all or part of the content appearing on the Application **or website** or to decompile, reverse engineer, disassemble, modify, attempt to discover any source code or use any software activating or comprising all or part of **the Application or website** ;
- Attempting to gain unauthorized access to the Application **or Website** 's computer system or engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of **the Application or Website** ;
- To use the Application **or website** for abusive purposes by voluntarily introducing viruses or any other malicious program and attempting to gain unauthorized access to **the Application or website** ;
- To infringe the intellectual property rights of the Company;
- To disparage the Application **or website** and/or the Company and;
- In general, to fail to comply with any legal or regulatory obligations which would be imposed on them by law and in fact.

Users acknowledge and accept that in the event of non-compliance with the T&Cs, their access to **the Application or website** may be suspended and/or permanently deleted without notice or compensation and without prejudice to any damages that the Company may be entitled to claim.

Article 5: Liability

Each user acknowledges and accepts that the Company is not responsible for the content published and accessible from **the Application or website**.

Under no circumstances does the Company intervene to act as a moderator in this regard.

Users acknowledge and accept that they may not under any circumstances be compensated or obtain redress for any reason whatsoever concerning any comments or content exchanged on **the Application or website**, whether they are the originators or the recipients.

Article 6: Warranty relating to the provision of the Application or website

The Company guarantees the provision of the Application **or website** under normal conditions of use.

However, the Company reserves the right, without notice or compensation, to temporarily or permanently close the Application **or website**, in particular to carry out an update, maintenance operations, modifications or changes to operational methods, servers and accessibility hours, without this list being exhaustive.

Furthermore, the Company guarantees that it implements all means at its disposal to ensure the security and integrity of **the Application or website**.

However, unless otherwise provided by law, in the event of a defect in the security of the data and **the Application or website**, the Company shall not be liable for any damages or compensation to anyone; which the Users acknowledge and accept.

Article 7: Intellectual property

All elements making up **the Application or website**, including the interface of **the Application or website** and its tree structure, are the exclusive property of the Company; which the Users accept.

For the purpose of allowing Users to use **the Application or website**, the Company grants Users a license of use strictly limited to the purpose hereof.

Under no circumstances does this license authorize Users to reproduce, copy, duplicate, modify, transform, translate the different elements making up **the Application or website**.

In the event of non-compliance with the conditions of said user license, Users are exposed to sanctions and prosecution on the grounds of counterfeiting in particular.

Furthermore, it is specified that the brands, logos, signs and any other element of the **Application or website** belong to the Company and may not be freely reproduced by a User.

The User undertakes not to reproduce any of the elements of **the Application or website**.

Article 8: Personal data

In addition to the information below, Users are invited to read the confidentiality policy made available by the Company.

General rules applicable to the collection and processing of personal data

In accordance with Article 5 of the General Data Protection Regulation No. 2016/679 ("GDPR"), personal data must be:

- Processed in a lawful, fair and transparent manner with regard to the Data Subject;
 - Collected for specific, explicit and legitimate purposes;
 - Adequate, relevant and limited to what is necessary;
 - Kept for a period not exceeding that necessary for the purposes for which they are processed; -
- Protected in their integrity and kept confidential.

Personal data collected when creating the personal space is kept for 5 years at the end of the active database, i.e. when the account is deleted.

The 5-year retention period begins from the date the account is deleted.

The same applies to inactive accounts.

In accordance with Article 6 of the GDPR, personal data are processed lawfully if such processing meets at least one of the following characteristics:

- The data subject has given consent;
- The processing is necessary for the performance of a contract;
- The processing is necessary for compliance with a legal obligation;
- The processing is necessary to protect the vital interests of the individual concerned;
- The processing is necessary for the performance of a task carried out in the public interest; - The processing is in the pursuit of the legitimate interests of the controller.

Nature of the collection of personal data

The persons concerned may be required to provide the Company, in its capacity as subcontractor within the meaning of the GDPR, with information and personal data concerning.

For all useful purposes, it is recalled that the data controller is, in accordance with the applicable legislation, the entity which defines and limits the data to be collected as well as the purposes of processing, namely the publisher of the content visible on the Application **or website**.

Article 9: Duration

These T&Cs are applicable from the time of their acceptance by Users and for the entire duration of use of the Application **or website** by the User.

They cease on the day the User's account is deleted for any reason whatsoever.

Article 10: Applicable law and jurisdiction

These general conditions of use are subject to French law.

In the event of a dispute, the parties will make their best efforts to find an amicable agreement. Failing this, they intend to submit their dispute to the jurisdiction of the competent court according to the applicable legislation.