

# GENERAL TERMS AND CONDITIONS OF SALE FOR THE SHAREGROOP SERVICE

Version 4.2 of 01/01/2022

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**Sharegroop**, a SAS domiciled at 55 rue Damrémont, 75018 Paris, France, registered in the Paris Trade and Companies Register under number 811 076 330 (hereinafter referred to as "Sharegroop").

## DEFINITIONS

Words beginning with a capital letter in the General Conditions have the following definitions:

Partner: a legal person selling goods or services

Sharegroop: ShareGroop, SAS, whose registered office is located at 55, rue Damrémont, 75018 Paris, registered in the Paris Trade and Companies Register under number 811 076 330

Customer: natural person of legal age or legal entity paying for purchases from the Partner via the Provider's payment service

Country of issue: list of countries in which the Customer's payment instrument was issued

## WARNING

**CONDITIONS OF ENTRY:** Your registration and participation is completely voluntary. You represent and warrant that all information you provide for registration purposes is true and accurate. You agree to maintain the accuracy of such information. You also represent and warrant that you are at least eighteen (18) years of age or are at least 13 years of age and that you have the consent of your parent or guardian.

These "Terms and Conditions" or "T&Cs" can be viewed at any time on the Website (<https://www.sharegroop.com>). They govern the relationship between the Customer and Sharegroop in relation to the payment service (the "Service"). The Customer should read them carefully before accepting them.

The Customer may at any time consult them, reproduce them, store them on his computer or on another medium, transfer them by e-mail or print them on paper so as to keep them. The Customer may also obtain a free copy by post to his address upon request to Sharegroop.

## SUBJECT

The purpose of the agreement between the Customer and Sharegroop is to define the terms and conditions of use of the Sharegroop services for the purchase of services or products from the Sharegroop Partner's website. The Sharegroop solution allows the Partner to activate one or more services depending on the Partner's choice. The terms of use depend on the service chosen.

Deferred payment" or "Payment in instalments" are payment services granted by the Partner to the Customer allowing the payment of the order to be spread over several instalments or to be postponed to a date later than the date of the order.

In accordance with Article L.312 - 4 of the Consumer Code, the offer of "deferred payment" or "payment in instalments" is not subject to the provisions of Articles L.312 - 1 et seq. of the Consumer Code, in particular because of the repayment period not exceeding three months and the negligible charges levied.

Access to the payment service is reserved for individuals (natural persons of legal age) and professionals (legal entities) residing in an issuing country.

Sharegroop provides a technical solution to the Partner and the Client to operate these payment services.

These persons must hold a Visa, Mastercard, American Express or Cartes Bancaires bank card issued in a Country of issue, or a bank account held by a bank domiciled in a Country of issue and a telephone number in the same country as their card or bank account. In the case of payment by card, the card must be valid at least until the last date of the payment service.

Systematic authorization, credit, prepaid and virtual cards are not accepted.

Access to the payment services is subject to the decision of the ShareGroop Provider, who may deny access to the Customer, in particular in case of suspected fraud or risk of default.

ShareGroop may request more information from the Customer, in order to authorize his access to the payment service. This request may concern the Customer's identity document or a request for access to the Customer's bank account.

The Customer agrees that ShareGroop can debit the amounts due on the dates specified in the payment receipt from its payment means.

The Customer agrees that the claim that the Partner has against it may be assigned to a third party.

#### **Payment in 3X, 4X or deferred payment by credit card with our partner FLOA Bank.**

Our financial partner, FLOA Bank, offers payment solutions for your purchases of goods and/or services, in deferred payment, in 3 or 4 instalments by bank card. These payment solutions are reserved for individuals (natural persons of legal age) residing in Metropolitan France, who hold a Visa or MasterCard bank card with a validity date corresponding to the duration of the refund. FLOA Bank, RCS Bordeaux 434 130 423, whose registered office is located at Immeuble G7 - 71 Rue Lucien Faure in Bordeaux (33300), is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 Place de Budapest, CS 92459, 75436 PARIS CEDEX 09, and is registered with the ORIAS under the number 07 028 160 ([www.orias.fr](http://www.orias.fr))

FLOA Bank reserves the right to accept or refuse your application for financing; you have a legal right of withdrawal of 14 days. For more information, [click here](#).

Please note that if you request to pay for your order of goods and/or services by means of these payment solutions, your personal data will be transmitted to FLOA Bank for the purpose of studying your financing request, managing your credit agreement and, if necessary, for collection. For more information, [click here](#).

#### **EXECUTION OF THE CONTRACT :**

After confirming his basket, the Customer is directed to the page for choosing the payment service. In order to benefit from the deferred payment of his order, he clicks on the "Pay later" button.

The Partner materializes its agreement for this payment service by the message "Payment accepted" or "Accepted". The Customer's order is then validated and the payment service takes effect immediately.

The Customer acknowledges that clicking on the "Pay in instalments" or "Pay later" button, or signing on the ShareGroop interface, constitutes irrevocable and unconditional acceptance of these terms and conditions.

The Customer is then informed of the amount to be debited at each of the due dates. The Customer enters his payment instrument and confirms his agreement.

At each of the due dates, the amount is debited via the payment instrument entered by the Initiator. When the last payment due date is validated, the initiator is redirected to a page confirming the validation of his/her order.

**CANCELLATION**

If all or part of the order is cancelled in accordance with the Partner's terms and conditions, the amount of the payment service will be revised accordingly to bring it into line with the new amount due.

If necessary (e.g. in the event of a total cancellation of the order), the Partner shall reimburse the Customer for any excess payments.

**WITHDRAWAL**1. Withdrawal from the order

The individual Customer has a withdrawal period for his order with the Partner as specified in the Partner's General Terms and Conditions of Sale. If the Customer exercises this right and cancels the purchase, the payment service shall be cancelled and all sums already paid to the Partner by the Customer shall be refunded.

2. Withdrawal from the payment service

The individual Customer has a period of 14 calendar days from the date of the order to renounce the payment service provided by the Partner and decide to pay in cash, by contacting Sharegroop directly at [help@sharegroop.com](mailto:help@sharegroop.com).

In the event of a withdrawal, any costs paid by the Customer shall be reimbursed by the Partner (excluding the cost of returning the order). If they meet the conditions for withdrawal applications described in Article L121-16-1 of the French Commercial Code, professional Customers also have a right of withdrawal for a period of fourteen calendar days, in accordance with the same terms and conditions as for a private Customer.

*Withdrawal form :*

To be returned only if you wish to renounce this offer within fourteen calendar days of your acceptance by registered letter with acknowledgement of receipt to ShareGroop Customer Service - 55 rue Damrémont 75018 Paris.

This withdrawal is only valid if it is sent before the expiry of the deadlines recalled in the article "withdrawal of acceptance" above, legibly and perfectly completed.

"I, the undersigned ..... born on ..... / ..... / ..... living at .....  
(city and postcode) declare that I renounce the deferred payment offer of ..... Euros from ShareGroop that I accepted on ..... / ..... / ..... for the purchase of ..... (product) from ..... (merchant).

Date: .....

Client's signature:"

**TERMINATION**

In the event of non-payment by the Customer of an amount due on the correct date, the Partner may terminate the payment service offer made and demand immediate payment of the entire amount still due.

Similarly, the Partner may terminate the offer in the event of a false declaration by the Customer (personal information, bank details). In this case, immediate payment of the full amount still due may be required.

In the event of bank fraud, organised fraud or proven non-payment, ShareGroop may take the following actions:

- freezing of the Customer's funds in order to recover the default,
- freezing the Client's funds to allow further investigation,
- early debit of funds on all cards or payment methods connected to the Customer,

- request cancellation of the sale from the Partner.

Funds, bank cards or any other means of payment are deemed to be 'connected' to a Client if the Service Provider has sufficient evidence of a link. In order to prove its good faith, the Service Provider shall document all the elements that allowed these connections, in particular in order to be able to produce them in court.

The freezing of funds may be applied for a period of up to 180 days (particularly in the case of falsified documents) to allow Sharegroop staff to carry out the necessary investigations to establish the facts. At the end of this period the funds will be refunded to the Client free of charge or retained to cover a default by the Client.

In order to facilitate and fluidify the exchanges, the Partner delegates the totality of the management of the concerned payment services (control, acceptance, debits, refund, collection) to ShareGroop. The latter uses dematerialized communication media.

### **LATE FEES**

In the event of a delay in payment by the Customer, defined as a delay of more than 15 days on a due date, ShareGroop reserves the right to apply late payment penalties of an amount not exceeding 8% of the outstanding amounts.

If the Customer is a company, the minimum amount of the penalty is €40 (fixed compensation for collection costs).

### **CLAIMS**

For any questions relating to these terms and conditions, or in the event of a complaint, the Customer may contact the Service Provider at [help@sharegroop.com](mailto:help@sharegroop.com).

### **CUSTOMER INFORMATION**

Sharegroop may provide you with information in connection with the conclusion or performance of this Agreement by electronic means.

### **DATA COLLECTION AND PROCESSING**

Sharegroop uses the personal data of its customers to manage the payment service (deferred payment, payment in instalments), including the management of payment incidents. The data collected in the context of the deferred payment or payment in instalments application is necessary to process your application; without it, Sharegroop will not be able to process the application.

In order to facilitate the capture of this information, some of the requested information may be collected directly from the Partner from whom the Customer is purchasing, so that it can be automatically integrated into Sharegroop's collection form; if necessary, to continue with the request, the Customer simply needs to enter the missing information and validate its transmission to Sharegroop.

ShareGroop collects and processes personal data in accordance with Law 78 - 17 of 6 January 1976 (the "Data Protection Act") and Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR").

#### **1. Customers' personal data (collected by the Partner)**

Sharegroop may be entrusted by the Partner with personal data of Clients which it has collected directly. In this context Sharegroop acts as a subcontractor of the Partner, within the meaning of the GDPR, for the following data:

- Name and surname
- E-mail address
- Delivery and billing addresses

- Means of delivery (carrier used)
- Company name
- Head office
- SIRET
- Customer's bank details
- Telephone number
- Date and place of birth
- Type
- Contents of the shopping cart
- History of the Customer's purchases from the Partner

## 2. Personal data of Prospects and Customers (collected by ShareGroop)

Sharegroop may collect personal data directly from Prospects and Clients. In this context Sharegroop acts as a data controller, within the meaning of the RGPD, for the following data:

- Data identifying the Prospect (surname, first name, email address, telephone) and the company in which he/she works (company name, website, e-commerce platform used).
- Cookie identifying the Visitor to the Website in order to offer more adapted content and for statistical purposes.
- The Customer's connection data (IP address, connection data, unique number associated with a unique cookie, language used, browser user agent, telecom operator or ISP, browsing history and data etc.).
- Customer's telephone number.
- Identification after explicit acceptance by the Customer.
- Bank data (transaction history) after explicit acceptance by the Customer.
- Accounting data after explicit acceptance by the Client.

## 3. Personal data of the Partner's user employees

Sharegroop also collects personal data from the Partner's members who use the Solution. In this context Sharegroop acts as a data controller, within the meaning of the Regulation, for the following data:

- Data identifying the contact points at the Partner (surname, first name, telephone number, email, role within the company, login data).
- Data enabling the Partner's KYC (in particular data and identity documents of the Partner's legal representative and beneficial owners, Kbis extract).

This information, together with any other information already known to Sharegroop or subsequently collected in the course of administering your contract, will be used by Sharegroop as data controller for the purposes described below.

### *3.1 Purposes for which the contract is executed :*

To prevent and combat fraud, which is the legitimate interest of Sharegroop; To recover any credit granted, which is the legitimate interest of Sharegroop; To combat money laundering and the financing of terrorism, in order to meet legal and regulatory obligations;

- Identification of the Customer when using the service,
- Granting and managing funding to review the application and, where appropriate, manage the funding,
- Default and recovery risk assessment,
- Payment in order to allow the execution of payment transactions authorised by the Client,
- Prevention and fight against fraud, money laundering and financing of terrorism and any financial fraud of the Clients,
- Recovery in order to allow for the possible financial recovery of the Client
- Improving services to increase customer satisfaction
- Prospecting and analysis of prospects in order to adapt the content to the client's profile
- interactions with the Partner to enable the monitoring and development of the contractual relationship

### 3.2. Data processing

ShareGroop processes the personal data of customers in the following way:

- Data collection
- Secure storage of data in secure servers
- Automated processing of banking data by ShareGroop's subcontractors
- Automated data processing and profiling
- Manual data processing to combat bank fraud
- Anonymisation and manual processing of data for continuous improvement of our authentication and risk analysis services
- Manual data processing by subcontractors specialised in debt collection
- Automatic and statistical processing to improve knowledge of the Clients

Data is processed by ShareGroop for credit risk assessment purposes, using profiling tools based on their contact details, their profile and the type of product or service for which they are applying for financing, as well as a check with the FIBEN for professional Clients and the FICP for individual Clients. ShareGroop may also take into consideration data derived from its Services in order to make its decisions. It is specified that no sensitive data in the sense of the list of special categories of data provided for by Article 9 of the GDPR is taken into consideration in these decisions made exclusively by automated means.

If, in the light of these variables, the risk of fraud and non-payment is considered too great, the Transaction cannot be carried out. In the case of decisions based exclusively on automated processing, the Customer has the right to obtain human intervention, to express his point of view to the resource designated to process his file and to contest the automatic decision that has been opposed, by writing to ShareGroop at the following address: [dpo@sharegroop.com](mailto:dpo@sharegroop.com)

All information transmitted by ShareGroop is subject to the professional banking secrecy according to the article L.511 - 33 of the Monetary and Financial Code.

### 3.3. Duration of data retention

The personal data of the Customers will be processed from the moment of their collection and throughout the contractual relationship. ShareGroop will keep this data for a period of 5 years from the last Transaction.

The personal data of the Partner's employee-users will be processed from the moment of collection and throughout the contractual relationship. ShareGroop will keep this data for a period of 5 years from the last Transaction.

### 3.4. Rights

In accordance with the French Data Protection Act and the RGPD, the customer has the right to access, rectify, delete, limit, oppose and port his data.

In accordance with the French Data Protection Act and the RGPD, the Customer may exercise the rights set out below, free of charge and at any time, by contacting Sharegroop by post or e-mail at the following addresses: "Sharegroop - service réclamations - 55 rue Damrémont, 75018 Paris" / "[dpo@Sharegroop.com](mailto:dpo@Sharegroop.com)". The request must be accompanied by a photocopy of an identity document bearing your signature.

- the right of access
- the right of rectification
- the right to erasure.
- the right to restrict processing
- the right to portability
- the right to object

- the right to set out general and specific instructions as to how the Customer intends the above rights to be exercised after your death.

The Customer has the right to lodge a complaint with the French supervisory authority or with the authority of the country in which the Customer is ordinarily resident if the Customer considers that any processing carried out by Sharegroop violates the provisions of the EU Data Protection Regulation. In France, the supervisory authority responsible for compliance with personal data obligations is the Commission Nationale de l'Informatique et des Libertés (CNIL).

#### **DATA PROTECTION OFFICER**

For further information, you can contact Sharegroop's Data Protection Officer at the following postal address Sharegroop - Data Protection Officer - 55 rue Damrémont, 75018 Paris, France, or by e-mail at [dpo@sharegroop.com](mailto:dpo@sharegroop.com)

#### **USE OF COOKIES**

The Service may use cookies (files sent by the Sharegroop server and stored on the hard drive of the user's computer). These cookies are primarily used to improve the operation of the Payment Service, particularly in terms of speed.

These cookies allow either :

- to keep the login information active so that the Customer does not have to re-enter his or her login information for each page viewed on the Sharegroop website. These temporary cookies expire automatically when the User closes his/her session or browser.
- to store the User's email address in the login form. Thanks to this cookie, the User's email address is displayed each time the User Space is opened.

The Customer is advised that he/she may refuse the Sharegroop System's cookies in his/her browser settings, but that this may affect his/her use of the Service.

#### **COUNTRY OF ISSUE**

France, Germany, United Kingdom.

#### **VARIOUS CONDITIONS**

The Client is hereby informed that the claim inherent in the present offer, if granted by ShareGroop, may be securitised, assigned or discounted in favour of ShareGroop. The present offer constitutes for the financier a promissory note transferable by simple endorsement.

In addition, the Funder may at any time transfer the collection of its debt in whole or in part to a credit institution or the Caisse des Dépôts et Consignations, the Clients being informed by simple letter.

#### **APPLICABLE LAW AND JURISDICTION**

The Contract is subject to French law.

In the event of a dispute or claim, the Customer shall first contact Sharegroop to agree on an amicable solution. Failing this, the Customer may, at its option, bring the matter before any competent court or before the court of the place where it resided at the time of the conclusion of the contract or the occurrence of the harmful event.