

Continued navigation on this website implies unreserved acceptance of the terms and conditions of use that follow.

The version currently online of the general conditions of use (hereinafter "GCU") is the only opposable throughout the period of use of the website and until a new version replaces it.

ARTICLE 1. LEGAL INFORMATION

1.1 «Website»: www.veo-pro.com

1.2 «Publisher»: V.E.O. PRO (VEHICULES EUROPEENS D'OCCASION A PROFESSIONNELS), limited liability company, located at 47 Rue de l'Arborescente - 85500 LES HERBIERS registered in the registry of commerce and companies of LA ROCHE SUR YON under the number 511 718 280 represented by M. Gérard CHABOT in his capacity as manager.

Phone number: 02.51.64.03.03

Publication director: M. Gérard CHABOT

1.3 Web design and production: Nexeto, a limited liability company, located at 6 rue J.Y. Cousteau ZI Beaupuy 4 - BP 346 in La Roche sur Yon (85009), Phone number: 02.51.24.25.00, website: www.nexeto.com.

1.4 Hosting: Nexeto, a limited liability company, located at 6 rue J.Y. Cousteau ZI Beaupuy 4 - BP 346 in La Roche sur Yon (85009), Phone number: 02.51.24.25.00, website: www.nexeto.com.

ARTICLE 2. PURPOSE

The purpose of these GCU is to define the terms and conditions under which the Publisher allows users to access the website (hereinafter the "Users"), from any computer and from any country, as well as to distribute the mutual rights and obligations of the parties within this framework.

The purpose of the website is to present the products and services offered for sale by the Publisher exclusively to users acting for the purposes of their commercial activity in the trading of used Vehicles, as well as to allow online booking of said vehicles whose terms and conditions are provided for in the general conditions of sales accessible at the following address: <http://www.veo-pro.com/article/conditions-generales-de-vente.html>

As such, these GCU do not have the purpose or effect of governing the commercial relations between the Publisher and the Users but only of governing the conditions of use of the services offered by the website to the Users.

ARTICLE 3. CONDITIONS OF APPLICATION AND ACCEPTANCE OF THE GCU

3.1. Conditions of application

The User is presumed to have full legal capacity.

The GCU apply fully and exclusively, subject to the application of mandatory legal provisions, and govern the activity of the website throughout its existence.

In the event of a conflict between the title of the clauses and their content, it is accepted that only the content can apply and be proof of the will of the parties.

3.2. Time of acceptance and duration

The User admits that his navigation on the website implies by itself the unconditional acceptance of these GCU, and that his consent is deemed to be respected as soon as he enters the home page of the website or on the first page that he visits.

It is therefore strongly recommended to read carefully all of the legal information on the website, which is accessible at all times and without computer tracing.

3.3. Indivisibility of the GCU

These GCU are indivisible and their acceptance apply to all clauses. In no case may Users unilaterally waive the application of one or more of their clauses, including any annexes.

3.4. Website and GCU modification

The Publisher reserves the right to modify the content of the website, as well as the terms of these GCU at any time and without having to justify it, as soon as this modification is made necessary by a legitimate commercial or legal objective, without that this is not assimilated by a renunciation by him to the whole.

These new conditions will then be presented to the User for notification, on the website or by email, and will govern the new contractual relationship upon receipt or display.

The modification of these GCU by a court decision can only invalidate the clause(s) invalidated, unless the invalidity of the whole is provided for by law or acquired by enforceable court decision.

ARTICLE 4. ACCOUNT REGISTRATION AND CREATION

To access the services described in article 4.3. of these GCU the User must have an account. To do this, the User must follow a registration procedure.

4.1. Information required for registration

Access to the services described in article 4.3 requires the creation of an account and the registration of Users. This registration is only possible for Users who act for the purposes relating to their commercial second-hand vehicle trading activity, in the form of a sole proprietorship or a company.

For registration purposes, the User must fill in each field of the registration form by providing the following information: company name, intra-Community VAT number, address, postal code, city, last name and first name of the contact person, number of the company's fixed telephone, mobile number of the contact person (optional), professional email address.

When registering, the User remains fully responsible for the information indicated and refrains from using any false identity, false corporate or legal name, or any other identity, name or company name belonging to a third party, without first having had their written consent.

In the event that the User provides inaccurate, outdated or incomplete information, the Publisher reserves the right to suspend or terminate, under the conditions referred to in these GCU, access to all or part of the services.

A User can only have one account. Otherwise, the Publisher may terminate subsequent accounts, under the conditions described in article 5 hereof.

4.2. Login credentials

When registering, the User is required to choose connection identifiers composed of a "login" consisting of the e-mail address associated with the User's account as well as a "password" formed under the form of confidential code created by the User.

These connection identifiers allow the User to identify himself and connect to his account from all devices connected to the Internet. These connection identifiers created by the User are personal and confidential. They can be modified, at any time, on the personal space of the User.

The User is fully responsible for the use of his connection identifiers.

Unless proven otherwise, any connection to the website or transmission of data made from the User's login credentials will be deemed to have been made by the latter.

The User undertakes to keep his login details secret and refrains from disclosing them in any form whatsoever to third parties.

In this regard, the User has the possibility of making sure that at the end of each session, he can log out explicitly.

In the event of loss, theft or accidental disclosure of their login details, the User must immediately inform the Publisher, by email or by clicking on the dedicated link accessible "identification problem".

The User will be asked to enter a new password.

Any loss, theft, misappropriation or unauthorized use of login credentials and their consequences are the sole responsibility of the User.

The opening of a new session by connection identifiers already in use will automatically close the first open session.

4.3. Account Activation - Access to Services

When the required information for registration is provided, the Publisher assigns the User an Account and allows him to access the following services offered by the website:

- Display of the prices of vehicles offered for sale by the Publisher;
- Online booking of vehicles offered for sale by the Publisher;
- Online payment following the reservation of vehicles offered for sale by the Publisher

The terms of execution of the above services are provided for in the applicable General Terms and Conditions of Sales which are accessible at any time on the website.

ARTICLE 5. DELETION / TERMINATION OF ACCOUNT

5.1. Deletion of the account by the User

The User can decide to permanently delete his account at any time and without notice, using one of the following methods:

- By sending an e-mail or a letter to the Publisher whose postal address and email address appear in article 10.6. hereof.

Consequently, the User's account will be permanently deleted.

When the User wishes to resume using the services provided for in article 4.3. following a deletion of his account, he will have to register under the same conditions as of a first registration.

When the account is deleted, the User's data will be kept for 1 year from this date, in compliance with legal obligations incumbent on the Publisher according to the methods developed in article 10.2. of the Privacy Policy, then permanently deleted at the end of this period.

Beyond this period, the Publisher can in no way be held liable for the loss of User data following the deletion of their account.

The User will not be able to reactivate their permanently deleted account.

5.2. Suspension / Termination of the account by the Publisher in the event of the User's breach of these GCU

In the event of a default by a User registered in these GCU, their account may be suspended at any time on a conservatory basis and then terminated as of right by the Publisher.

The User whose account is suspended will be informed by the Publisher of this decision by email notification. The User is invited to contact the Publisher's customer service by email or telephone in order to obtain more information on the reasons for the suspension of his account, make any comments and / or provide the proof that the deficiency has been remedied.

If within 30 days of the notification of suspension of the account, the User has not contacted the publisher's customer service or if the elements provided by the User to the customer service have not made it possible to remedy the breach, the Publisher may notify the User of the termination of their account via email and inform the User of the period during which they cannot re-register on the website. In the absence of precision, this duration is fixed at 1 year as from the notification of the termination of the account.

Upon termination of the account, the User's data will be kept for the period of 1 year from this date to be compliant with legal obligations incumbent on the Publisher according to the methods developed in article 10.2. of the Privacy Policy, then permanently deleted at the end of this period.

Beyond this period, the Publisher can in no way be held responsible for the loss of User data following the termination of their account.

ARTICLE 6. ACCESS TO THE SITE - AVAILABILITY

6.1. Access to the website and availability

The Publisher does not assume in any case any difficulties of access to the website, due to foreign laws, connection difficulties, or any restriction beyond its control.

Consultation and use of the website is free; any additional costs borne by the User cannot in any way be criticized or borne by the Publisher.

The Publisher ensures the availability of the website 24 hours a day, 7 days a week, and optimal navigation at the technical level, but remains in this regard subject to a simple obligation of means.

6.2. Website maintenance

The Publisher reserves the right to temporarily suspend, interrupt or limit access to all or part of the website to carry out updates or maintenance operations.

ARTICLE 7. INTELLECTUAL PROPERTY

All brands, photographs, texts, comments, illustrations, images, animated or not, video sequences, sounds, as well as all computer applications that could be used to operate this website and more generally all the elements reproduced or used on the website are protected by the laws in force under intellectual property.

They are the full property of the Publisher or its partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Publisher, is strictly prohibited. The fact that the Publisher does not initiate proceedings upon becoming aware of these unauthorized uses does not constitute acceptance of said uses and waiver of prosecution.

Users must refrain, in particular, from:

- Reproduce, modify, adapt, distribute, publicly represent, disseminate the website and the contents, with the exception of what is expressly authorized by the Publisher;
- Decompile, reverse engineer the website, subject to the exceptions provided for by the texts in force;
- Extract or attempt to extract (in particular by using data suction robots or any other similar data collection tool) a substantial part of the data on the website.

In particular, the photos and graphic illustrations of the website are published in strict compliance with the copyright which are attached to them, either that they were produced by the Publisher himself, or that they belong to the public domain, either that they come from legal sources, free or paid, guaranteeing their free use.

ARTICLE 8. ECONOMIC PARASITISM AND UNFAIR COMPETITION

The commercial exploitation, by any unauthorized third party, of name(s) and distinctive sign(s) such as the brand, domain name of the website and the commercial sign of the Publisher, as well as any action having the object or the effect of causing harm to the Publisher by creating any form of confusion in the mind of the public, is likely to lead to prosecution for unfair competition and / or economic parasitism according to the procedures in force.

In any event, the fact that the Publisher does not initiate proceedings upon becoming aware of these unauthorized uses does not constitute acceptance of said uses and waiver of prosecution.

ARTICLE 9. IT SECURITY AND USE OF THE WEBSITE

The Publisher undertakes to provide and maintain the website under optimal IT security conditions, under normal conditions of use.

It follows that the latter cannot in any way be responsible for any form of computer attack suffered by the User who may present a direct or indirect link with his navigation on the website.

Fraudulent access and / or fraudulent maintenance on the website, liable to hinder in any way whatsoever its operation, as well as the introduction and / or modification of data contained therein, are strictly prohibited and are likely to be prosecuted.

ARTICLE 10. SETTING UP HYPERTEXT LINKS

Setting up any hypertext links to the website, from any website and any device is a priori free if the practice of links is not systematic or abusive, if the link previously verified does not a priori contain any technical risk, and if it does not infringe any intellectual property rights.

The User undertakes to remove the said link on simple written request from the Publisher (by email), which disclaims all responsibility for any damage resulting from any technical problem, security breach and / or violation of rights arising from the use of said hypertext link.

Despite all the useful precautions of the Publisher, the User declares that he is aware that any information accessible on the Internet via a link leaving the website is not under the control of the Publisher who declines any responsibility for their content.

ARTICLE 11. RESPONSIBILITIES

11.1. Responsibility of the Publisher

The information and elements present on the website are provided "as is" without any warranty of any kind, implicit or explicit.

The responsibility of the Publisher cannot be engaged in any way:

- In the event of failure, breakdown, difficulty or interruption of operation, preventing access to the website or to one of its functions;
- For any damage or loss suffered or alleged by anyone and resulting directly or indirectly from the consultation or use of the information contained on the website;
- For any damage or loss suffered or alleged by anyone and resulting directly or indirectly from the connection material to the user's website;
- For any damage resulting from a fraudulent intrusion by a third party resulting in a modification of the information or elements made available on the website;
- For any direct or indirect damage, whatever the causes, origin, nature or consequences (even if the Publisher would have been informed of the possibility of such damage), caused or resulting from the access of anyone to the website or the impossibility of accessing it, the use of this website or other websites linked to it, including any deterioration or virus which could infect the User's computer equipment or any other property, credit attributed to any information coming directly or indirectly from the website, and in particular any operating, financial or commercial loss or loss of programs or data in any information system, even if the Publisher has been informed of the possibility of such damage.

If the Publisher were to be the subject of an amicable or judicial procedure due to the use of the website by a User, he could turn against the latter to obtain compensation for all the damages, sums, convictions and costs which could arise

from this procedure.

11.2. Responsibility of the User

The website User acknowledges that he makes use of the information on the website under his sole responsibility.

ARTICLE 12. PRIVACY POLICY

In application of the General Data Protection Regulation of April 27, 2016 (Regulation (EU) No. 2016/679) known as “GDPR”, entered into force on May 25, 2018 and of the Data Protection Act, in its latest version amended by Law No. 2018-493 of June 20, 2018, the Publisher, acting as data controller, ensures the protection of personal data collected from individuals, website Users and more generally, the protection of personal data of natural persons processed in the context of a commercial relationship with the Publisher.

12.1. Collection of personal data

- ❖ By consulting and accessing the website

The personal data which is collected by the data controller on this website is of two kinds:

- **Anonymous data** (collected automatically during the consultation of the Site): User IP address, date and time of the visit of the website, computer operating system and its navigation browser;
- **Personal data**: surname and first name of the User, email address of the User, telephone number of the User, data relating to the identity of the company or sole proprietorship to which the User belongs (company name, intra-community VAT number, postal address)

- ❖ As part of a commercial relationship

The personal data which are collected by the data controller as part of a commercial relationship are the following: surname and first name of the contact person, mobile phone and email address of the contact person, data relating to the identity of the company or sole proprietorship to which the contact person belongs.

12.2. Use of personal data

Data type	Purposes of processing	Legal basis for processing	Data retention period
Anonymous data	Improvement of the website content as well as obtaining statistics on consultations	Legitimate interest of the Publisher	12 months from the last connection to the website

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Personal data	Connection data	Registration on the website and creation of a "professional" account	Legitimate interest of the Publisher; Perform a contract to which the User is a party or take pre-contractual measures at the latter's request; Compliance with legal and regulatory obligations incumbent on the Publisher	12 months from the deletion of the account
	All data	Online order / booking process on the website of a Vehicle offered for sale by the Publisher, provide the necessary information for the online order / reservation	Perform a contract to which the User is a party or take pre-contractual measures at the latter's request; Compliance with legal and regulatory obligations incumbent on the Publisher	5 years from the conclusion of the order
	All data	Order tracking, delivery tracking, claims tracking, billing, unpaid reminders, collection, dispute resolution	Perform a contract to which the User is a party or take pre-contractual measures at the latter's request; Compliance with legal and regulatory obligations incumbent on the Publisher	10 years from invoicing
	Email address of the contact person and / or the User	Sending newsletters	Unambiguous and positive consent of the User, withdrawable at any time	Collection of active consent (checkbox) at the time of placing the order until withdrawal of the User's consent
	Payment data	Single payment when placing an order	Perform a contract to which the User is a party or take pre-contractual measures at the latter's request; Compliance with legal and regulatory obligations incumbent on the Publisher	Until the receipt of the goods or the fulfillment of the service
	Payment data	Claims management	Perform a contract to which the User is a party or take pre-contractual measures at the latter's request; Compliance with legal and regulatory obligations incumbent on the Publisher	13 months following the debit date or 15 months in the case of deferred debit payment cards

12.3. Sharing of personal data with third parties

Anonymous data, for the purposes mentioned above, may be shared with third parties for the purpose of generating consultation statistics.

Personal data, for the purposes mentioned above, may be shared with the following third parties:

- Service providers who provide services on behalf of the Publisher (payment service providers, hosting service providers, ...);
- Financial and judicial authorities and public agencies, upon request and to the extent authorized by law;
- Certain regulated professions, such as lawyers, notaries or accountants

Apart from the above third parties, the sharing of personal data must be expressly authorized by the person whose personal data is shared.

12.4. Transfer of personal data outside the European Union

No transfer of personal data outside the European Union will be made.

12.5. Security and confidentiality

The Publisher implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Publisher cannot guarantee the security of the transmission or storage of information on the Internet.

12.6. Implementation of user rights

In application of the laws and regulations applicable to personal data, Users have, among others, the following rights:

- Right to information: the User can obtain information concerning the processing of personal data and a copy of this data;
- Right of access and rectification of his data: the User can request that his personal data be modified if it is inaccurate or incomplete;
- Right to object: for reasons related to a particular case, the User has the right to oppose to the processing of his personal data for direct marketing purposes, in particular profiling related to this direct marketing.
- Right to data portability: when authorized by law, the User has the right to request the Publisher to return his personal data to him or, when technically possible, to transfer them to a third party.
- Right to limit the processing of your data;
- Right to erasure;

- **Right to withdraw consent:** when the User has given his consent to the processing of his personal data, he has the right to withdraw it at any time.

To exercise all of the above rights, the User can contact the Publisher directly:

- by mail to the following address: V.E.O. PRO, 47 Rue de l'Arborescente - 85500 LES HERBIERS or;
- by email to the following address: accueil.veopro@gmail.com

In addition, the User has the right to submit a complaint on the use of his personal data with the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 - Phone: 01 53 73 22 22 - Fax: 01 53 73 22 00

12.7. Evolution of this clause

The controller reserves the right to make any modification to this clause relating to the protection of personal data at any time. If a modification is made to this personal data protection clause, the data controller undertakes to modify these GCU and publish the new version on his website.

ARTICLE 13. COOKIES

A cookie is a small data file copied to the user's hard drive or mobile storage by a website or online service. It records information relating to the navigation of the device on a website or an online service (such as the visited pages or the consultation dates and times), which can be read during subsequent visits.

The Publisher uses cookies and / or similar methods, subject to the User's consent, to facilitate his navigation on the website, to know how he interacts with the Publisher and, in certain cases, to offer him advertisements adapted to his browsing habits.

The cookies set by the Publisher are of several types and serve different purposes:

- Navigation cookies, which facilitate navigation or which are necessary for the execution of the website services: session cookies, or flash cookies allowing the operation of a media player when necessary for the operation of the website services. The Publisher uses these cookies to detect navigation problems that may arise, improve the performance and functionality of the website services;
- Audience measurement cookies, which collect behavioral data. This data allows the Publisher, for example, to know if a User has already visited the website before, and helps to identify what information could be of most interest to the User, and helps to improve his navigation and make it more interesting. For this, the Publisher keeps track of User preferences when he consults the services offered on the website. They can also allow the Publisher as well as his partners to display advertisements corresponding to the user's interests.

In addition, Publisher's partners may be required to distribute advertising on the website. They may optionally send their own cookies to the User's computer. The Publisher has no access to or control over the cookies that these companies may use.

The User can refuse or selectively accept the installation of audience measurement cookies and / or the installation of

cookies by the Publisher's partners by configuring the Internet browser used from the connection device. Access to certain offers and sections offered by the website may then be altered, if not impossible.

The User is invited to consult the CNIL website at the following address: <http://www.cnil.fr> or consult the help and documentation of his Internet browser.

The User can restrict the use of cookies by modifying the settings of his browser:

- Chrome : <http://support.google.com/chrome/bin/answer.py?hl=fr&hlrm=en&answer=95647>
- Internet Explorer : <https://support.microsoft.com/fr-fr/kb/278835>
- Firefox : <https://support.mozilla.org/fr/kb/activer-desactiver-cookies>
- Safari : <http://help.apple.com/safari/mac/8.0/#/sfri11471>

For other browsers and mobile devices:

If the User wishes to restrict the use of cookies for another browser or on a mobile device, he must go to the official web page of the browser or the manufacturer of the device or consult the documentation they have provided, then follow the instructions.

ARTICLE 14. PHOTOGRAPHS AND REPRESENTATION OF PRODUCTS

The photographs of the Vehicles, accompanying their description, are not contractual and do not bind the Publisher.

ARTICLE 15. FORCE MAJEURE

Any interruption of the website and / or any suspension of the services offered on the website, attributable to a case of force majeure, resulting from a third party, uncertainties arising from the technique, and in general of all unforeseeable, unavoidable and independent circumstances of the will of the parties within the meaning of article 1218 of the civil code, cannot engage the responsibility of the Publisher.

In such cases, the Publisher's contractual obligations are suspended without penalty for its duration.

ARTICLE 16. WAIVER

The fact for one or the other of the Parties of not availing itself of one or more clauses of the GCU cannot in any case be interpreted as a waiver of the right by this Party to avail themselves of any of those conditions at a later date.

ARTICLE 17. NULLITY - SEVERABILITY

If any of the provisions of the GCU is declared void or not applicable with regard to a legislative or regulatory provision in force and / or a court decision having authority of the res judicata, it will be deemed unwritten and will not invalidate the other provisions.

ARTICLE 18. APPLICABLE LAW - CLAIMS - MEDIATION - ATTRIBUTION OF JURISDICTION

18.1. Applicable law

The GCU, as well as any use of the website, from any country and by a User of any nationality, are subject to and governed exclusively by French law, and must be interpreted with regard to French law. In the event of any dispute between the English and French versions of the GCU, the latter shall prevail

18.2. Complaints

Any complaint or dispute must be sent in writing to the Publisher:

- by mail to the following address: V.E.O. PRO, 47 Rue de l'Arborescente - 85500 LES HERBIERS or;
- by email to the following address: accueil.veopro@gmail.com

In the event of absence of response within a maximum period of thirty (30) days or in the event of dispute of its response, the User may have recourse to a conventional mediation procedure or to any alternative method of dispute resolution, without prejudice to any compulsory legal procedure.

18.3. Mediation

Any disputes that may arise about the validity, interpretation, performance or non-performance of these GCU will be subject to mediation. The parties remain free to accept or decline the use of mediation. The solution proposed by the mediator is not binding on the parties.

18.4. Jurisdiction

In the event of failure of the mediation procedure, disputes that may arise about the validity, interpretation, performance or non-performance of these GCU will be submitted:

- to the exclusive jurisdiction of the courts of the publisher's head office regarding disputes involving Users acting under the status of professional merchant;
- to the competent courts according to the mandatory rules applicable concerning Users acting as a consumer or having no specific status.