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## General Terms and Conditions of Use of the website www.the-medplace.com.

### Applicable to all Users

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### Article 1- Definitions

Terms beginning with a capital letter and defined below shall have the meanings assigned to them below when they are capitalized in these General Terms and Conditions of Use of the website [www.the-medplace.com](http://www.the-medplace.com) applicable to all Users and all the Schedules herein.

**"Applicant"** means the Applicant of Associated Service whether Seller or Buyer.

**"Associated Services"** means inspection, recovery, transportation and logistics services, deinstallation, escrow account management, storage of equipment, donation to charitable organizations rendered on demand by MeDtrada. The indicative fee for these services is available on the Site.

**"Auction"** means the sale involving MeDtrada, acting as the Seller's agent, to propose and award Equipment to the best bidder after a process of competition open to the public and transparent. The best bidder acquires the Equipment adjudged for his profit; the best bidder is legally bound to pay the price. Sellers are not permitted to bid on their own Equipment.

**"Auction House"** means MeDtrada, which is duly authorized to organize and conduct voluntary public auction sales of furniture.

**"Auctioneer"** means the person who conducts the auction sale of pre-owned medical Equipment. The Auctioneer may, if necessary, state the estimated price of the Equipment intended for sale. The sale by public auction allows the establishment of a fair price by the transparent confrontation between supply and demand.

**"Authorized Users"** means the individual members of the User company, which are authorized by the Main User.

**"Bid Step"** refers to the minimum amount to add to a bid each time the current bid is exceeded.

**"Buyer"** or **"Purchaser"** means the legal entity or individual purchasing the Equipment from the Site and/or purchasing one or more Associated Services from MeDtrada.

**"Buyer's Management Fee"** means the management fee borne by the Buyer when purchasing Equipment.

**"Contract"** means the contract concluded between the Issuer and the User in the presence of MeDtrada, composed of the General Conditions of Use and the Particular Conditions of the Mangopay service associated with it.

**"Credit Card"** means a payment or credit card valid within the European Economic Area, subject to acceptance by the Issuer (Visa, MasterCard, CB,...).

**"Donation"** means donations made at the discretion of the Seller and organized free of charge by MeDtrada for the benefit of a charity proposed by MeDtrada.

**"Equipment"** means all pre-owned products, items, equipment and accessories, materials, merchandise and other items subject to an offer to sell on the Site by the Seller through the Equipment Form.

**"Equipment Form"** means the descriptive form of the Equipment which is either created and posted online by the Seller or created by MeDtrada upon request of the Seller and posted put on-line by the Seller.

**"Electronic Money"** means the monetary value stored in electronic form on the server of the Issuer and representing a claim of the User on the latter. The Electronic Money is issued by the Issuer against the delivery of the corresponding funds by the User.

**"E-Wallet Account"** means the Electronic Money account opened by the Issuer in its books in the name of the User upon request of MeDtrada.

**"E-Wallet"** is a device that allows the User to entrust to the Issuer, partner of MeDtrada, his/her personal and payment data in order to realize secure payment transactions during the sale and/or the purchase of the Equipment.

**"Exclusive Sales Mandate Agreement"** means the contract signed by and between the Seller and MeDtrada in order to mandate MeDtrada for the sale of one or more of its Equipment for all types of sale (Auction, Open Sale and Immediate Sale).

**"Freight"** means the costs of unloading, removal and transport for the shipment of the Equipment which are charged to the Buyer and which are not included in the Price.

**"General Conditions"** means the General Terms and Conditions of Use of the Site, the sale of Equipment, the purchase of Equipment and the appendices attached thereto.

These General Terms and Conditions are composed of four parts:

1/ General Terms and Conditions applicable to all Users;

▫ Annex 1: General Terms and Conditions for the use of the MangoPay service and the use of Electronic Money.

2/ General Terms and Conditions of online Sale of Pre-owned Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com)

3/ General Terms and Conditions of online Purchase of Pre-owned Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com)

4/ Protection of Personal Data/ Confidentiality Policy

**"Guest Users"** mean individuals members of User Company, who are invited by the Main User but are not allowed to trade.

**"Immediate Sale"** means the sale by which the Seller determines a fixed selling price, the first bid made by a Buyer at the fixed price wins the sale.

**"Issuer"** means Mangopay SA, issuer of Electronic Money approved in this capacity in Luxembourg by the Financial Sector Supervisory Commission under reference numbers 3812.

**"Login"** means an email-address and a password, enabling the Main User and Authorized Users to access the Site details reserved for Users.

**"Main User"** means a person who is a natural person of User, whether his legal representative or another person, who is responsible for opening an User Account, placing the Equipment on sale on the Site or purchasing the Equipment.

**"Mangopay"** refers to the API programming interface "Application Programming Interface" belonging to Mangopay SA and placed at the disposal of MeDtrada for the purpose of implementing on the Site a functionality of payment by emission of Electronic Money.

**"Mangopay SA"** means the issuer of the Electronic Money approved as such in Luxembourg by the Supervisory Board of the Financial Sector under number 3812.

"**MeDtrada**" means the French Limited Company with a capital of € 128,000, whose registered office is at 30 bis rue de Paris - 92190 Meudon, France, registered with the Trade and Companies Register of Nanterre under the number 820 655 769 mandated by the Seller for the purpose of concluding the Transaction relating to an Equipment, and owns all the rights relating to the Site.

MeDtrada is duly authorized by the French "Conseil des Ventes Volontaires" (CVV) to organize and conduct public auctions.

"**Net Seller Equipment Price**" means the net selling price paid by MeDtrada to the Seller once the sale price of the Equipment has been settled by the Buyer and the property removed by the Buyer. It corresponds to the sale price minus the amount of the Sales Commission, the Seller Management Fee and the eventual amount of the Donation.

Associated Services such as inspection, valuation, deinstallation, transport of Equipment purchased by Buyer are paid separately at MeDtrada.

"**Open Sale**" means the sale by which the Seller may accept any of the offers above the price fixed at its discretion and according to its own selling criteria and refuse to sell the Equipment if the offers to purchase he receives are below the Start Price. The best offer received at the end of the sale period greater than or equal to the Start Price automatically wins the sale.

"**Partner**" means MeDtrada business partner offering, on their website, the services and content of MeDtrada.

"**Purchase Price**" means the amount to be paid by the Buyer in consideration for the purchase of the Equipment via the Site.

"**Registration Profile**" means the profile of the User profile and all the information on the legal entity or individual required by MeDtrada to register on the Site.

"**Reserve Price**" means the price below which the Set of Equipment will not be sold as part of an auction with Reserve Price. The Reserve Price is not visible to Buyers.

"**Sale Price or Start Price**" means the amount fixed by the Seller and displayed on the Site in return for the sale of the Equipment in the case of an Immediate Sale or Open Sale.

In the case of an Open Sale, the Seller agrees to sell the Equipment at the Start Price or above this Start Price.

In the case of an Immediate Sale, the first bid made by a Buyer for the Sale Price is the sale price.

In the case of an auction without a Reserve Price, the Seller indicates a Start Price. Below the Start Price, the Seller is entitled not to sell the Equipment.

In the case of an auction with Reserve Price, the Seller indicates a Start Price and a Reserve Price, below the Reserve Price; the Seller is entitled not to sell the Equipment.

"**Sales Commission**" means the remuneration owed by the Seller to MeDtrada in return for its intermediary service rendered between the Seller and the Buyer. The Commission is included in the Equipment Sale Price.

"**Seller**" means the legal person or an individual who owns the Equipment and offers it for sale on the Site.

"**Seller Management Fee**" means the management fee incurred by the Seller and payable upon completion of the sale of an Equipment or Equipment Package.

"**Set**" or "**Set of Equipment**" means Equipment or a Set of Equipment that is offered for sale on the Site in a single sale.

"**Site**" means the Internet platform of MeDtrada which allows the online sale and/or purchase of Equipment and integrates the services provided and administered by MeDtrada. The Site is dedicated solely to professionals. It is available at <https://www.the-medplace.com>.

"**Snapshot value**" means a range for estimating the selling price of Equipment at a given time, based on the average price of a range of equivalent Equipment on the basis of the following criteria: brand / model / version / year, recorded on the Website over the last 6 months and/or from information collected by MeDtrada from its international partners.

"**Transaction**" means the sale of Equipment by a Seller for the benefit of a Buyer, entered into through the Site.

"**User**" means a legal person or an individual who has registered on the Site and is approved by MeDtrada.

"**User Account**" means the customer space in the Site.

**Article 2 - Purpose of the General Terms and Conditions of Use of the website [www.the-medplace.com](http://www.the-medplace.com) applicable to all Users**

MeDtrada offers its members services to enable them to sell and buy pre-owned medical Equipment. These services are available directly on the Site. Several types of sale are possible: Auctions, Open Sales and Immediate Sales.

These Terms and Conditions are applicable to all Users of the Site and are intended to define the conditions under which MeDtrada allows Users to access the Site, makes available to Users the services enabling them to sell or purchase the Equipment through the Site and directly offers the Equipment for sale to the Users.

It is recommended that all Users, before using the Site, carefully read all the Terms and Conditions and ensure that they understand them, as they contain their rights and obligations.

Users are provided with a Frequently Asked Questions (FAQ) link that provides answers to frequently asked questions about how to use the Site.

The access to the Site and the use of the Site are strictly reserved for the Users registered on the Site. The registration of any User on the Site automatically entails acceptance without reservation of all the provisions of the General Conditions.

The General Terms and Conditions applicable to all Users of the Site also apply in full to any person having access to the Site or its contents without having registered, in particular by redirecting a search engine on the Site or a third party website.

Users will be invited to accept the Terms and Conditions when they navigate the Site and, in particular, at the time of creation of an account, regardless of whether or not a Transaction is made on the Site.

If a User does not accept the Terms and Conditions applicable to all Users he/she will not be able to register on the Site.

## 2.1. Registration on the Site

MeDtrada offers its Users the possibility to open a User Account, to acquire Electronic Money issued by the Issuer through the Site and to use the Electronic Money to carry out a payment transaction. The Distributor is mandated for this purpose by the Issuer to distribute the Electronic Money to Users.

MeDtrada is subject to the same regulatory and supervisory standards as payment institutions following the new European Payment Services Directive, known as DSP 2, adopted on 24 July 2013.

Consequently, in order to validate the User's definitive registration, the User is requested to provide information concerning his company, his legal representative and to download the requested supporting documents (identity document of the User). Corporate registration certificate justifying the existence of the company, if necessary, the articles of association of the company and the pact of partners or shareholders, etc.).

The documents provided are used to create the Users E-Wallet Account with Mangopay SA.

The User must also carefully read the Terms and Conditions of Mangopay Payment Service and the Use of the Electronic Money available under the link: [https://www.the-medplace.com/documents/GTC\\_mangopay.pdf](https://www.the-medplace.com/documents/GTC_mangopay.pdf) and must accept them as part of the registration process.

The General Terms and Conditions of Mangopay Payment Service and the Use of the Electronic Money conditions of the Mangopay service are incorporated into these General Terms and Conditions applicable to all Users and detail in particular the conditions under which the Issuer provides the User with the services of issuing, using and managing the Electronic Money for the purposes of payment transactions.

The User is also requested to choose its status as "Seller", "Buyer" or "Seller and Buyer". Only Users from the European Union can choose the status of Seller.

Once the User has chosen his status, he is invited to read and accept the General Terms and Conditions of Sale and/or the General Terms and Conditions of Purchase according to his status.

Once the User has registered as a Seller or Buyer/Seller, he is directed to the electronic signature of the Exclusive Sales Mandate Agreement via DocuSign, a partner of MeDtrada.

DocuSign designates the entity that supports the "DocuSign" service, amongst other things; DocuSign creates a trace file that certifies the implementation of the consent protocol for the electronic signature of the Exclusive Sales Mandate Agreement between the Seller or a « Buyer-Seller » and MeDtrada. The general terms and conditions of use relating to the electronic signature are available under the link:

<https://www.docusign.com/company/terms-of-use>

Throughout the electronic signature process, the Seller or the « Buyer-Seller » is accompanied on the Site to sign the Exclusive Sales Mandate Agreement electronically.

MeDtrada reserves the right to refuse access to the Site:

- to certain companies registered in countries refused by MeDtrada;
- if some mandatory documents are missing;
- or for any other important reason.

Once registered, a Main User is designated. The Main User can then add other Users called "Authorized Users".

MeDtrada reserves the right to request any additional documentation concerning the User at any time. The Main User defines for each new User his level of authorization, either as a Seller/Buyer (Main User and other Authorized Users) or as a Guest User.

For Buyers: the Main User and Authorized Users may also have the same authorization level, which is to say they have the possibility to read the information on the Site and/or place offers of purchases.

For the User-Buyer, as long as his status is not approved, he can consult the list of Equipment for sale on the Site but not deposit of offer. Once approved, it can consult and purchase the Equipment posted online.

For Sellers: The Main User and Authorized Users may have the same authorization levels, that is to say they have the possibility to read the information on the Site as well as the possibility of preparing sales and/or the possibility of validate the sale of the Equipment by choosing the type of sale, prices and conditions.

Once the status of the User has been verified and approved by MeDtrada, the User-Seller or the User-« Buyer-Seller » can prepare a sale and post it online. Until his status is approved, he can only prepare a sale but not post it online.

As soon as the User Account and E-Wallet Account are activated and the User is validated by MeDtrada, the User has access to all the functionalities of the Site.

When using the services of sale, the Main User Seller or Authorized Users Seller agrees to sell exclusively the Equipment(s) through MeDtrada during the Exclusive Period. In other words, as soon as the Equipment is posted online, the Seller refuses to offer to sell the said Equipment by any other means such as through another auction site, an announcement published in the press, of any offer to a third party or any other platform selling over the Internet.

At the end of the Exclusivity Period provided, the exclusivity expires if the Equipment is not sold and the Seller regains the right either, to offer for sale the said Equipment or, to renew the Exclusivity Period of the sale.

The MeDtrada service automatically stops when the Equipment is sold or if the Main User or the Authorized Users decide to recover the Equipment.

It is recalled that only persons with full legal capacity are allowed to register and participate in sales.

MeDtrada disclaims any responsibility for any damage resulting from the impossibility of using the website linked to (i) a malfunction of the system, for any reason whatsoever, or (ii) the use of the Seller's User Account by a third party.

### 2.3. Anonymity of Users

Buyers and Sellers are anonymous and therefore are not identifiable on the Site. The sole reference is made to the Seller's region and country and its activity code, for example the "H" logo will be affixed if the Seller is a public or private hospital.

List of Logos used by the Site:

H	"Public/Private Hospital/Non-Profit Hospital"
C	"Clinic"
D	"Doctor"
OEM	"Original Equipment Manufacturer"
DL	"Dealer"
TI	"Trade Intermediary"
MTD	"Manufacturer Trade Desk"
Other	"Other than above listed codes"

Each Seller, Buyer or Buyer-Seller upon registration on the Site is assigned a unique User code.

Any question from the Buyer about the property posted on sale on the site, is done via the button "Ask your question" in the detailed Equipment Form.

### Article 3 - Copyright of the content posted by the User

When creating an Equipment Form, the User will have to download pictures of the Equipment that he is selling.

The User undertakes to download on his Equipment Form only unmodified photos of which he has the rights of reproduction, distribution and exploitation.

The User guarantees MeDtrada of any recourse against any claim of third parties concerning the use of photograph of the Equipment.

Thus, by posting on line of the Equipment Form, the User expressly authorizes MeDtrada and all his beneficiaries:

- To fix, save, reproduce, distribute and exploit all the elements contained in the Equipment Form, including his photographs of the Equipment, free of charge, for the entire world, for an unlimited duration, in all formats, by all means and on all media, including on the Site and on commercial documents such as "Alerts" and "Newsletters", as well as on MeDtrada partner sites;
- To modify the photos of the Equipment in their presentation, such as the resizing of the photos and the "trimming" of the Equipment, i.e. the deletion of the second plane of the photo so that the Equipment appears on a white background.

MeDtrada reserves the right in its sole discretion to exploit or to refuse to exploit the images and/or photographs posted on line by the User, without the latter can claim the reparation of any prejudice, any loss of chance of sale or purchase of Equipment.

This authorization is granted for the period during which the User has an account on the Site.

In the event of violation of the rights of a third party and/or these General Terms and Conditions of Use, MeDtrada reserves the right to remove the Seller's Equipment Form, without prejudice to the remedies it may seek.

The Users have the possibility to insert texts describing their Equipment outside the fields of description provided for this purpose on the Equipment Form. This text shall be exclusively written in English to afford a greater number of Buyers to understand the text meaning.

MeDtrada reserves the right to control the uploaded elements made by the User and to modify and/or delete any element infringing these Terms and Conditions. MeDtrada will notify the Seller by email that the sale has not been validated and that it must make the modifications recommended by MeDtrada and reiterate its request for online sale.

#### **Article 4 - Personal data**

The User is solely responsible and entirely responsible for the data he communicates in connection with the use of the Site and declares that the data provided in connection with his registration are perfectly real, sincere and accurate.

MeDtrada specifies that User data obtained in connection with the use of the Site and, in general, in connection with commercial relations with Users, shall be treated in accordance with applicable French Law.

For any information concerning the personal data and the privacy policy of MeDtrada, please consult the document "Protection of Personal Data" available at the following address: <https://www.the-medplace.com/documents/cgu-personal-data.pdf>.

#### **Article 5 - Intellectual Property / Counterfeiting**

All texts, comments, illustrations and images, whether visual or sound, reproduced on the Site [www.the-medplace.com](http://www.the-medplace.com) are protected under copyright and/or trademark law. Any total or partial reproduction of the Site is strictly prohibited and may be considered as an infringement of the rights of MeDtrada and its licensors.

MeDtrada is respectful of the intellectual property rights of others and prohibits the Users of the Site from distributing, downloading, posting or otherwise transmitting any material infringing the intellectual property rights of a third party.

MeDtrada policy is to respond promptly to complaints about infringement of intellectual property rights and to follow up on uncontested notifications of this type of infringement.

The User undertakes to indemnify MeDtrada and its officers, directors, employees, agents and suppliers against any and all claims, liabilities, damages, prejudices, costs and disbursements, including lawyers' fees incurred by MeDtrada in connection with or in respect of any claim by a third party relating to infringement or infringement of intellectual property rights.

The Seller undertakes to use exclusively the mentions appearing on the Equipment Forms and/or the photos published on the Site and therefore refuse to use them on other sites. Any breach of this exclusive character by the Seller constitutes a serious breach of these Terms and Conditions of Use.

#### **Article 6 - Rules of conduct applicable to all Users**

The Users refrain from directly contacting each other in order to make a Transaction concerning Equipment ordered or offered for sale on the Site. More generally, no personal data (for example, a telephone number, a postal and electronic address, etc.) must be communicated by Users to other Users under cover of post-sales exchanges via the Site.

Finally, Users guarantee MeDtrada against any claims made by third parties relating to the mention written in the Equipment Forms and/or the description of the Equipment offered on the Site.

The User generates an identifier and a password necessary for any future use of the Site.

The User shall keep their username and password secret and shall not make them accessible to third parties. The User agrees to remedy any damage resulting from a breach of this obligation.

User Accounts are not transferable. The Login and the User Account cannot be transferred or transferred to another person or entity. The User must change his/her password as often as possible in order to ensure a better security regarding the confidentiality of his/her password.

The User-Buyer is entirely responsible for all offers placed with his Login and for all costs that may result. If the User-Buyer authorizes other users to place offers with his entity but under a separate Login (principle of authorization of several Users for the same User), he remains responsible for payment for all offers placed by him, or by the Authorized Users.

User-Buyers are responsible for all transactions on their User Account, including, without limitation, all offers placed on the Site using the Login. The Login and the Buyer's Account may not be transferred or assigned to any other person or entity. Buyer must change his/ her password as often as possible to ensure greater security regarding the confidentiality of his/her password.

The User agrees to inform MeDtrada of any malfunctioning of the Site as soon as possible after becoming aware of it. The User must also immediately notify MeDtrada of any unauthorized use, unauthorized connection or violation of system security.

The User agrees to leave the system via Log-out at the end of each session to minimize the possibility for an unauthorized person to use the User's connection.

The User agrees not to download a computer virus, worm, time bomb, trojan, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy, or destroy the Site. Otherwise impair a functionality of the Site or impede the proper functioning of the Site. He agrees to remedy any damage resulting from a breach of this obligation.

#### **Article 7 - Availability of the Site**

MeDtrada endeavors to keep the Site accessible 7 days a week, 24 hours a day. However, for technical reasons of maintenance and/or security, MeDtrada may be obliged to temporarily suspend, without notice, partial or total access to the Site. Acceptance of these General Terms and Conditions by the Users entails acceptance by them of any technical interruptions.

MeDtrada makes no commitment to the availability or accessibility of the Site and does not warrant that the User's access to the Site, the content contained therein or the services it offers will be provided without interruption, on time, or free from errors.

MeDtrada reserves the right to modify the Site, especially for technical or commercial reasons. When these modifications do not alter the conditions of the provision of services in a substantial and negative manner, the Users may be informed of the modifications which have taken place, but their acceptance is not solicited.

MeDtrada undertakes to administer the Site and to provide its services with professionalism and diligence and to make every effort, within a reasonable limit, to remedy any dysfunction brought to its knowledge.

#### **Article 8 - Online intermediation services of MeDtrada**

Users acknowledge that, unless otherwise indicated, MeDtrada role is to mediate between Users. In this respect, MeDtrada is, in no case, reseller of the Equipment and does not, at any time, own the Equipment.

MeDtrada cannot guarantee that the Equipment of the Seller will satisfy the Buyer.

The Equipment offered for sale on the Site is sold "as is and where is".

The Equipment Form gives the Buyer a detailed description of the Equipment posted for sale online. At the request of the Seller and/or the Buyer, MeDtrada may inspect the Equipment via its independent third party partner in order to guarantee a precise description of the Equipment and its existence.

The possibility of inspecting the Equipment in person by the Purchaser is subject to acceptance by the Seller. In case of acceptance, MeDtrada, as agent of the Seller, will organize the visit of the Equipment.

## Article 9 - MeDtrada commitments, exclusions and limitations of liability

### 9.1 Liability of MeDtrada

MeDtrada remains liable under the law and cannot exclude or limit its liability, in particular in the event of:

- (A) gross negligence, death or personal injury, fraud or willful misrepresentation;
- (B) by reason of any other event in which it would be illegal or unlawful to exclude liability.

### 9.2 Exclusions of Liability

MeDtrada cannot be held responsible:

- In the event of damage caused by any activity carried out by the User, including (in particular) loss of data, chance of sale or purchase, profits, turnover, activity, reputation or interruptions of business and of any indirect damage suffered by the User; or
- in the event of impediment or delay in the performance of its obligations under these General Terms and Conditions, caused by any act or default on the part of a User (or any person acting on his behalf and on his behalf ), or resulting from events of force majeure.

Subject to the provisions of Article 9 above, if the User uses the Site for purposes within the scope of his professional activity and one of the parties fails to comply with any provision of these Terms and Conditions, the User may be held liable for damages constituting a direct and foreseeable consequence of the breach of these Terms and Conditions.

The prejudices are considered predictable if the User or MeDtrada could foresee them:

- as regards to the Buyer, at the time of acceptance of the sale;
- as regards to the Seller, at the time he confirms that the price at which his Equipment will be offered for sale on the Site, is suitable for him; or
- in any other case, at the moment the User accepts the present General Terms and Conditions.

### 9.3 Limitation of Liability

MeDtrada limits its liability in the event of any claim or action arising out of:

- if the User is a Buyer, for each offer placed by him at the Purchase Price;
- if the User is a Seller, for each Equipment placed on sale, ordered by a Buyer at the Sale Price; or

In any other case, MeDtrada limits its liability to € 100,000.

Use of the Site implies knowledge and acceptance of the characteristics and limitations of the Internet, including technical performance, response times for viewing, verifying or transferring information, and the risks inherent in any connection and transmission over the Internet.

Consequently:

- MeDtrada disclaims any responsibility for data or information downloaded by Users, including any content posted or uploaded to an Equipment Form. It is the User's responsibility to make backup copies of any of the content that he posts, uploads or publishes on the Site, which MeDtrada strongly encourages him to do;
- MeDtrada makes no warranty as to any damages that may be caused by the transmission of a computer virus, a worm, a time bomb, a Trojan horse, a cancelbot, a logic bomb or any other form of programming routine designed to damage, destroy or otherwise deteriorate a functionality of a computer or to impair the proper functioning of the computer, including any transmission resulting from downloading any content made by the User, software used by the User to download the content, the Site or the server that allows access to it. In this regard, the User acknowledges that it is his responsibility to install appropriate anti-virus software and security software on his computer hardware and other device to protect against any bug, virus or other programming routine of this order proved harmful.

Subject to the terms of article 9.1, the User acknowledges to assume all the risks related to any content downloaded or obtained in any other way through the use of the Site and agrees that he is solely responsible for all damage to its computer system or any loss of data resulting from the downloading of this content.



MeDtrada has no control over, and is not responsible for, the accuracy or accuracy of any content owned by a third party and is not required to control the ownership of any content posted or uploaded to the Site.

Any posting or downloading made on the Site does not constitute any form of recommendation of MeDtrada.

For the sake of clarity, each User shall act at all times in his own name and on his own behalf and shall in no case act as agent or representative of MeDtrada. MeDtrada does not endorse any of the actions of any User and assumes no responsibility.

In the execution of its online intermediation services, MeDtrada cannot be held liable for any claim, legal action or prejudice relating to the contracts concluded between the Users via the Site or arising from them, except if MeDtrada is in default.

It is the User's responsibility to ensure that all his actions and all the Equipment he posts online on the Site comply with the legislation applicable to him. The User acknowledges, in particular, that all tax obligations relating to the Transactions carried out via the Site are his sole responsibility. He further acknowledges that it is under no circumstances the responsibility of MeDtrada to notify, inform, assist, substitute or provide any kind of advice to questions or obligations relating to Transactions made through the Site.

MeDtrada indicates and collects the VAT applicable or not to each Transaction on behalf of the User-Seller and this, according to the information communicated by the Seller and the Purchaser. MeDtrada cannot be held responsible for the modification of a Transaction from a tax point of view, if one or both parties have not provided the necessary information in advance.

In the event of a written dispute from an identified third party informing MeDtrada of a misuse of the service or the Site by the User, MeDtrada reserves the right; and

- (i) to remove without delay from the Site the Equipment offered for sale
- (ii) cancel all Transactions in progress and delete other Equipment offered for sale by the User, and/or
- (iii) terminate or discontinue its services with respect to this User.

In all cases, the User will be informed by email of the measures taken by MeDtrada. In the event that MeDtrada cancels the transaction(s), the User-Buyer will be automatically reimbursed of the amount credited by his Credit Card or of the amount received by wire transfer through his E-Wallet Account.

Users are informed that MeDtrada may disclose all information relating to them, including registered data, to the judicial and administrative courts and to the competent authorities responsible for the prevention of fraud and infringements. For all information concerning personal data, please refer to the following address: <https://www.the-medplace.com/documents/cgu-personal-data-en.pdf>.

#### **Article 10 - Proof of the computer or electronic elements of the Site**

To the extent permitted by applicable law, as may be necessary and for the purpose of proof, it is expressly agreed that MeDtrada may use all programs, data, files, records, identifiers, passwords, transactions or other material of the Site (such as follow-up reports etc.), in electronic or computer format, prepared, received or retained directly or indirectly by MeDtrada, in its information systems.

#### **Article 11 - Interruption of Service**

If MeDtrada fails to comply with any of the conditions of these Terms and Conditions, MeDtrada may temporarily interrupt a User's access to MeDtrada services, in order, in particular, to allow a regularization of the disputed situation.

If the breach is repairable and if this regularization does not take place within two (2) calendar days from the notification by MeDtrada, of the irregularities observed, MeDtrada may automatically terminate the User's access Services. This final termination will be preceded by the sending of an email to the User concerned, informing him of this measure and the reasons for it, without any other formalities and without prejudice to the compensation that MeDtrada could claim in compensation for any damage which it may have suffered.

#### **Article 12 - Exercise of Claims / Disputes**

##### **12.1. Claim / challenge to another User**

All complaints concerning another User must be addressed to MeDtrada by registered letter with acknowledgment of receipt, to the following address: MeDtrada SAS, 7, rue Castéja - 92100 Boulogne Billancourt, France.

Users are advised that MeDtrada will use their e-mail address in any disputes they may raise and will not disclose any personal information without prior authorization except to comply with a legal, regulatory, judicial or administrative obligation.

##### **12.2. Complain against MeDtrada**

If a User wishes to file a complaint against MeDtrada concerning the services provided to him or the Equipment held or offered for sale on the Site, he may send an email to MeDtrada at the following address: [compliance@medtrada.com](mailto:compliance@medtrada.com).

The User may formulate a request via the FAQ contact form available at <http://the-medplace.com/FAQ/Reclamation>. However, this email address may not be used by Users to issue disputes or claims relating to another User. In case of dispute, the Users shall use the address indicated in the previous paragraph: [compliance@medtrada.com](mailto:compliance@medtrada.com).

## Article 13 - Miscellaneous

### 13.1. Duration and validity

The User is subject to these Terms and Conditions of Use of the website [www.the-medplace.com](http://www.the-medplace.com) applicable to all Users, upon access to the Site, or upon registration on the Site, and until the account is closed, regardless of whether or not the Transactions are made.

These Terms and Conditions of Use of the website [www.the-medplace.com](http://www.the-medplace.com) applicable to all Users may be occasionally supplemented by other articles or annexes. MeDtrada reserves the right to modify its Terms and Conditions of Use of the website [www.the-medplace.com](http://www.the-medplace.com) applicable to all Users at any time without notice or obligation to justify its decision and without its liability being incurred as a result.

The applicable General Terms and Conditions of Use of the website [www.the-medplace.com](http://www.the-medplace.com), are those in force on the day of use of the Site by the User and/or on the date of the deposit of new Equipment according to the nature of the modification made in these General Terms and Conditions of Use.

Users will be informed of the publication of new Terms and Conditions of use of the Site.

13.2. Only the version of the General Terms and Conditions written in French governs the sale; any translation is only indicative. In the event of a contradiction between a translation and the French text, the latter shall prevail.

13.3. Applicable right. For all disputes concerning these presentations including their interpretation or execution and in particular the conclusion and execution of the contract only the French law is applicable.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Conditions.

Any dispute arising in connection herewith shall be the subject of a prior mediation procedure conducted before the International Arbitration Chamber of Paris in accordance with its Mediation-Conciliation Rules. If the mediation fails, the dispute shall be resolved by arbitration before the International Arbitration Chamber of Paris, in accordance with its Rules of Procedure, which the parties declare that they know and accept.

### 13.4. Other stipulations

These General Conditions shall prevail over any other general or specific conditions not expressly approved by MeDtrada.

The present conditions being reproduced on the website [www.the-medplace.com](http://www.the-medplace.com), the User cannot invoke the ignorance of these.

These Terms and Conditions, as amended from time to time, as the case may be, in accordance with Article 13.1, govern the relationship between MeDtrada and the User and, accordingly, MeDtrada intends to use and enforce the written stipulations hereof.

If MeDtrada agrees with the User to make any modifications to these Terms and Conditions, such modifications shall be made in writing. Thus, it will be possible to avoid any problem relating to the obligations of MeDtrada and the User.

The Annexes form an integral part of these General Terms and Conditions. The provisions of these General Terms and Conditions and their Annexes are divisible. In the event that any stipulation hereof is declared by a competent court, null and void or unenforceable, the other stipulations shall remain valid and shall remain in full force and effect.