

TERMS OF USE OF THE CXS OPTION (CDISCOUNT EXPRESS SELLER)

Cdiscount, in its capacity as hosting site (hereinafter the "Hosting Site") provides professional sellers (hereinafter the "Sellers") with a Marketplace technical platform integrated into its website www.cdiscount.com, (hereinafter the "Cdiscount Marketplace") which allows Sellers to show and sell products or services (hereinafter the "Products") on the Hosting Site, with a view to their online acquisition by purchasers (hereinafter the "Purchasers").

The Hosting Site offers to eligible Sellers, via the CXS option, to benefit from the loyalty program « Cdiscount à Volonté » (CDAV) (hereinafter the "Service").

This Service allows the Purchasers who adhered to the program to benefit from a fast and free delivery for Products of less than thirty kilograms (30 kgs) (hereinafter the "Eligible products"). The details of the CDAV loyalty program are available [here].

These terms of use complete the general condition General Conditions for Making Available the Cdiscount Marketplace via Hosting Site (the "GCMA").

Except as defined herein, all the words starting with a capital letter shall have the meaning defined in the GCMA.

I. Service eligibility conditions

Pour être éligible au Service, le Vendeur doit à tout moment : To remain eligible to the Service, the Seller shall at any time:

- comply with the GCMA;
- offer to the Purchasers the express delivery method;
- Ship from France or Europe to Metropolitan France (Corsica included).
- Comply with a rate of delivery within the maximum deadlines indicated equal or greater than 96% ; and
- provide in the Seller Space 100% of accurate tracking information.

II. Conditions de souscription au Service : Subscription conditions to the service

To subscribe to the Service, the Seller must fill-in an online subscription form following this link: <https://marketplace.cdiscount.com/express-sellers/> and accept the present terms of use by all means determined by the Hosting Site.

The Hosting Site can proceed to a verification phase of a maximum of thirty (30) calendar days before definitively validating the Seller' subscription, to make sure it respects the eligibility criteria, especially the required level of services.

If its request is accepted by the Hosting Site, the Seller will receive a confirmation email and will be able to access the Service via its Seller Space using his usual user name and password.

The subscription to the CXS option does not involve a subscription fee.

III. Conditions of use of the Service

To configure the store and the Eligible Products, the Seller shall follow the instructions given by the Hosting Site available on this page: <https://marketplace.cdiscount.com/express-sellers/>. Otherwise, the Eligible Products won't be identified as part of the CDAV program by the Purchasers and the delivery fees set up by the Seller will be applied.

For the CDAV Eligible Products (correctly configured), the free delivery is applicable to the Purchasers who subscribed to the CDAV program, only for the following delivery modes:

Home delivery Standard parcel (less than 30 kgs)	Pick-up point delivery
Standard	Mondial Relay
Followed	So colissimo
Registered	Relais Colis
Express	

The Seller bears the delivery costs applicable to the shipment of its Eligible Products for the CDAV subscribers.

IV. Termination

4.1. Termination upon the Hosting Site's initiative

The Hosting Site may, if the Seller does not respect the eligibility criteria, notify these breaches to the Seller by email and deactivate the CXS option.

The Seller's products are then no longer eligible to the CDAV program. In this case, the delivery costs configured by the Seller are automatically applied to all the Purchasers, subscribers or non-subscribers to the CDAV program.

The Hosting Site may terminate the Service at any time, subject to a thirty (30) calendar days written advance notice.

4.2. Termination upon the Seller's initiative

The Seller may unsubscribe from the CXS option creating a query, directly via "Contact us" from the Support Center in the Seller Space. The deactivation is live within the seventy-two (72) working hours following the reception of this email by the Hosting Site.

4.3. Consequence of termination

If there is a termination for any reason, the Eligible Products will no longer benefit from the CDAV program.

V. Liability

The Hosting Site does not guarantee the permanent availability of Cdiscount Marketplace and associated services.

In particular, the Hosting Site can not be liable if there is a claim linked to the general functioning of the Service, as well as regarding the calendar, the positioning, the continuous nature, the performance, the conversion rate or the quantity or quality of the Service. The Hosting Site is only liable for the direct and predictable damages. The Hosting Site shall not be liable for any indirect or consequential damages, notably the shortfall due to the use of the Service or to the contrary due to the impossibility to use the Service.

VI. Other

The terms of use are translated from French. In case of divergence between the two versions, the French one shall prevail.