

## **Welcome to EDC VIRTUAL-POST!**

Thank you for choosing our products and services. The Services are provided by the company DPii-Télécom (hereinafter "DPii"), located at 2 rue du Général Schmitz in Pontoise 95300, France.

Use of our Services implies your acceptance of these Terms and Conditions of Use. We invite you to read them carefully.

Our Services are highly varied, which means that additional or special terms and conditions may be attached to some Services. These additional terms and conditions shall be provided to you with the relevant Services. If you decide to use these Services, you must accept that these additional terms and conditions are also a part of your contractual commitment towards us.

## **Terms and conditions of use of our Services**

You must comply with the rules applicable to the Services that you use.

You must not use our Services inappropriately. You must not, for example, try to produce interference with our Services or access them using any method other than the interface and the instructions that we have provided you with. You must only use our Services in accordance with current laws. We may suspend or stop providing our Services if you do not comply with the applicable terms and conditions or rules, or if we are investigating suspected inappropriate use.

Use of our Services shall not grant you any intellectual property rights relating to our Services or the content that you access. You must not use any content obtained through our Services without the consent of said content's owner, unless you are authorized to do so by law. These Terms and Conditions of Use do not entitle you to use any trademarks or logos that appear in our Services. You are not authorized to delete, hide or alter the legal notices displayed within or with our Services.

Our Services display content that does not belong to DPii. This content is the sole responsibility of the entity that provided it. **With your authorization**, we may check the content to ensure its compliance with the law or our terms and conditions of use. We reserve the right to delete or refuse to display any content that we reasonably believe to be in violation of the law or our rules. The fact that we reserve this right does not necessarily mean that we have checked all content. You should therefore not assume that content has been checked by us.

In connection with your use of the Services and the meeting of our contractual commitment, we may send you messages about the operation or administration of the Services, along with other information. You may choose to no longer receive some of these messages. Some of our Services are available on mobile devices. You must not use them in a way that is likely to distract you and prevent you from complying with the Highway Code and safe driving rules.

## **Your EDC account**

You may need to have an EDC account to use some of our Services. Your EDC account may be created by you or be assigned to you by an administrator (such as your employer or your educational establishment). If your EDC account has been assigned to you by an administrator, different or additional terms and conditions of use may apply and your administrator may access your account or disable it.

To protect your EDC account, you must keep your password confidential. You are responsible for the activity carried out within your EDC account or using it. Please do not reuse the password associated with your EDC account in third-party applications. If you discover that your password or your EDC account has been used without authorization, contact DPii.

## **Data protection**

DPii's confidentiality rules imply that we shall not use your personal data (email address, identifier and content of messages) and shall therefore protect your privacy when you use our Services. In accordance with the French "data protection" law of 6 January 1978, amended in 2004, you have the right to access and correct information regarding you, which you can exercise by contacting DPii using the contact form: <https://www.dpii-telecom.com/contact.html>

## **Your content and our Services**

Some of our Services allow you to import, submit, store, send or receive content. You shall retain all your intellectual property rights relating to this content.

## **About the software used by or present within our Services**

If a Service requires or includes the use of downloadable software, updates of this software (new versions or functionalities) may be carried out automatically on your device. Some Services allow you to change your automatic update parameters.

DPii shall grant you a free, personal, non-transferable and non-exclusive worldwide licence to use the software provided to you by DPii in connection with the Services. This licence is solely intended to permit you to use and benefit from the Services provided by DPii, in accordance with these Terms and Conditions of Use. You are not authorized to copy, alter, distribute, sell or lend all or part of our Services or the software of which they are composed. Similarly, you are not authorized to reverse engineer or try to extract this software's source code, except in cases where the right to reverse engineer is authorized by law and within the limits laid down by this law, or if you have obtained our written, prior consent.

### **Modification and termination of our Services**

DPii is continually changing and improving its Services. We may therefore add or remove functionalities or functions, and we may also suspend or completely terminate a Service.

You may stop using our Services at any time. We hope that you will continue to use them, however. DPii is entitled to stop providing you with all or part of the Services, or to add or create new restrictions on the use of the Services, at any time.

As far as we are concerned, you shall remain the owner of the data that you entrust to us and we believe that it is important for you to be able to access them. If we need to stop a Service, we shall inform you within a reasonable time, where possible, and give you the possibility of retrieving information from this Service.

### **Warranties and disclaimers**

Our Services are subject to an obligation of means, within the limits of what is commercially reasonable. We hope that you will enjoy using them. Our Services are also subject to a limitation of warranty, however.

Unless otherwise expressly provided for by these Terms and Conditions of Use, or additional terms and conditions of use, neither **DPii**, nor its providers or distributors, make any specific promises with regard to the Services. For example, we make no commitments regarding the content of the Services, the specific functionalities available through the Services, their reliability, their availability or their appropriateness for your needs. We provide our Services "as is".

Some jurisdictions do not authorize the disclaiming of certain warranties, such as implied merchantability, fitness for a particular purpose and conformity warranties. We disclaim any warranties, within the limits permitted by law.

### **Liability for our Services**

Within the limits permitted by law, DPii, and its suppliers and distributors, disclaim any liability for losses of profits, income or data, or indirect, special, consecutive, exemplary or punitive damages and interest.

Within the limits permitted by law, the total liability of DPii, and its suppliers and distributors, for any claims in connection with these Terms and Conditions of Use, including for any implied warranties, is limited to the amount that you have paid us to use the Services. Under no circumstances may **DPii**, or its suppliers and distributors, incur liability for any losses or damage that were not reasonably foreseeable.

We recognize that, in some countries, you may have certain rights as a consumer. If you use the Services in a personal capacity, none of the provisions of these Terms and Conditions of Use, or the additional terms and conditions of use, shall restrict the consumer's legal rights, which no contract can suspend.

### **Use of our Services by a company**

If you use our Services on behalf of a company, the latter must accept these Terms and Conditions of Use. It must also release DPii, its affiliates, its agents and its employees from any liability and hold them harmless against any claims, lawsuits or legal action resulting from or connected with its use of the Services, or subsequent to a violation of these Terms and Conditions of Use, including any liability or expenses resulting from any claims, losses or damages reported, lawsuits initiated or judgements delivered, and the related legal costs and lawyers' fees.

### **About these Terms and Conditions of Use**

We may amend these Terms and Conditions of Use, or any other additional terms and conditions of use applicable to a Service, for example to reflect changes to the law or our Services. We recommend that you consult these Terms and Conditions of Use regularly. The amendments made to these Terms and Conditions of Use shall be flagged on this page. We shall publish a notice of amendment of the additional terms and conditions of use in the relevant Service. Specific changes to a new Service functionality, or amendments made for legal reasons, shall immediately apply, however. If you do not accept the amendments made to the Terms and Conditions of Use for a given Service, you must stop all use of this Service.

If there is a contradiction between these Terms and Conditions of Use and the additional terms and conditions of use, the latter shall prevail.

These Terms and Conditions of Use govern your relationship with DPii. They do not create any rights for third-party beneficiaries.

If you do not comply with these Terms and Conditions of Use and we do not immediately take any action in this regard, this does not mean that we are waiving our rights (to take action at a later date, for example).

If a special term or condition proves to be inapplicable, this shall have no effect on the other terms and conditions of these Terms and Conditions of Use.

You recognize that any disputes connected with these Terms and Conditions of Use shall be governed by French law, notwithstanding any rules on conflicts of laws. Any legal action connected with these Terms and Conditions of Use or the Services shall fall within the sole jurisdiction of the French courts. You and DPII hereby accept the jurisdiction of these courts.