



TERMS AND CONDITIONS

These terms and conditions apply to the utilization of the labelling web site TK'Blue www.labellisation.tkblueagency.eu. Copying, duplicating, circulating or using them for other purposes and for web sites other than www.labellisation.tkblueagency.eu without a written consent of ETKBA will be subject to a legal prosecution.

Using the labelling website of TK'Blue www.labellisation.tkblueagency.eu automatically implies the user's acceptance of the latest version of Terms and Conditions.

SUBJECT

The purpose of these Terms and Conditions is to define the functioning of the internet service of TK'Blue labelling provided by ETKBA, available online at the secure web site www.labellisation.tkblueagency.eu.

The Terms and Conditions are available at any time at:

www.labellisation.tkblueagency.eu

ETKBA informs the users of the TK'Blue labelling online service that Terms and Conditions may be changed at any time without any prior notice, and that they will have to accept the new version to continue using the online service of TK'Blue labelling at www.labellisation.tkblueagency.eu.

DESCRIPTION OF THE SERVICE

The TK'Blue labelling service is available online on the web-site www.labellisation.tkblueagency.eu and is a property of ETKBA.

This service is available to transport companies who agree, on a voluntary basis, to provide data of their vehicle fleet and the mode of workforce management and of material of the company in a controlled area for the strict use in terms of TK'Blue labelling of their transport activities.

The TK'Blue labelling service is a simple and secure service in order to assess the environmental impact of a transport companies' vehicle fleet, staff and its management methods.

The labelling service provides evaluation based on rational, precise and verifiable elements. The expressed opinions are the author's own.

This service is a property of ETKBA and holds liable only the legal representative of ETKBA.

ETKBA expressly commits to respect the confidentiality of the data and their strict utilization within the scope of ETKBA's activity.



USER COMMITMENT

By registering and using the TK'Blue labelling service, the user agrees to:

- Transmit the necessary data and information as well as proper, accurate and complete documentation to ETKBA, and to keep them up to date for TK'Blue Labelling. More specifically, the Carrier agrees not to (a) interfere or attempt to interfere in the proper functioning of the labelling process; (b) transmit false and / or non-verifiable information.
- not to usurp the identity of another person or of another company and to respect the law LCEN of June 21, 2004 in general;
- Keep any verbal and written non-public information that would be given to him, both by staff or advisers and partners of the society, strictly confidential;
- Respect all the applicable laws;
- Accept and respect these Terms & Conditions in order to use the TK'Blue Labelling service;
- Accept the possibility and guarantee access in order to verify the provided data, for which procedures of data keeping will be defined by ETKBA if necessary, in order to ensure the credibility of the rating and labelling system;
- take notice that the transmitted information cannot be held liable by ETKBA or its employees because they were simply collected in good faith from the transport company;
- not to divert the website from its original purpose.

The Carrier allows ETKBA to include its name, the name of the contact person, the TK'Blue index of the carrier in any form whatsoever, and other information on which they reached agreement concerning the list of customer references of ETKBA and other documents (e. g. TK'Blue Gallery) in the data that will be conveyed to the shippers and freight forwarders who have requested so, unless the Carrier does not wish so and notifies ETKBA during the thirty (30) days following the acceptance of these Terms and Conditions.

USER'S RESPONSIBILITY

The Carrier will be held responsible vis-à-vis third parties for any consequences resulting from transferring data, information or documents of illegal nature or of false and / or non-verifiable information to ETKBA.

The Carrier is solely responsible for the confidentiality of his username and password and shall immediately notify ETKBA if any unauthorized use of his personal data occurs. In the absence of notification, ETKBA will consider all information received from any person using this user name and password as having been sent by him.

The Carrier is the only decision maker concerning the request of labelling service by ETKBA as well as for the consequences of all his decisions. In addition, the Carrier is responsible for the ways it uses its labelling.



INTELLECTUAL PROPERTY

The entire content of TK'Blue labelling service available online including its presentation, the ergonomics of the web site, all elements of the website, texts, graphics, images, info-graphics, names, slogans, logos and registered or unregistered trademarks on the site are the exclusive property of ETKBA (unless noted otherwise) and constitute works within the meaning of the Article L 112-1 of the Intellectual Property Code, and are protected by French law and international regulations.

Unless any prior written agreement of ETKBA has been obtained, any partial or full reproduction, representation, divulgation, adaptation, translation, modification, transfer to another web site, even gratuitously, by any means whatsoever, is strictly forbidden.

Any violation of the rights of the author of the work will constitute an infringement and will automatically involve the civil or criminal liability of its perpetrator.

CONFIDENTIAL INFORMATIONS

ETKBA and the Carrier commit to preserve the confidentiality of any kind of information and documents belonging to the other party that they could access when making use of the Labelling Service. The Carrier preserves in particular the confidentiality of all the information contained in the evaluation questionnaires and concerning the evaluation methodology developed by ETKBA.

Each party hereby acknowledges that it possibly has knowledge of confidential information belonging to the other party. These are - without this list being exhaustive - components, applications, and other technical information (including functional and technical specifications, computer programs, methods, ideas, know-how and similar information), professional information (market studies, documents, plans, financial and accounting information, personal documents, etc.), and other information considered expressly confidential or confidential by the circumstances in which it was provided ("Confidential Information").

Confidential information does not include:

- Information which is received from a third party in a legitimate manner;
- Information that have been previously known by the beneficiary or information that have been developed independently by the beneficiary;
- Information use or disclosure by a beforehand identified third party, explicitly authorized in writing by the other Party;
- Information that the law or applicable regulations require to be disclosed.

The recipient of confidential information commits hereby not to use, sell or disclose confidential information of the other party to a person or a third entity, except for its own employees, officials, agents and subcontractors whose knowledge of this confidential information is necessary in terms of their activities for the labelling service (and who are themselves bound by similar confidentiality provisions), or authorized in writing by the other party beneficiaries, provided that those beneficiaries must have previously entered into a confidentiality agreement in an acceptable form to the owner of the concerned information.

LIMITATION OF LIABILITY

ETKBA cannot be held liable for any identifiable harm or damage resulting from the use of the carrier's labelling.

It is explicitly agreed by the parties that under no circumstances ETKBA is liable for indirect or unforeseeable damages incurred by the carriers, such as any indirect harm, financial or commercial damages, loss of turnover or profit or orders, data losses, lower TK'Blue labels, as well as any action taken against the carrier by a third party.

The liability of ETKBA cannot be engaged in the event of losses or damages resulting from (a) the use of the Labelling by the carrier, including among others those stemming from an interruption of access, data losses or data corruption; (b) the use of the evaluation results of the carrier by a client or (c) a breach of their confidentiality obligations by one of the users.

The liability of ETKBA cannot be engaged in case of indirect/immaterial losses or damages such as economic shortfalls, activity shutdown, delays, loss of clients for the carrier, operating losses or any other damage incurred by the carrier or any other affiliated person, even if the damages arise from the use of the Labelling or the data or the evaluation results of the client.

By accepting these Terms and Conditions, the carrier waives any right or claim to damages and any interest whatsoever against ETKBA because of direct or indirect losses or damages that might possibly be suffered in connection with the use of the data or the evaluation results by the clients.

In any case, ETKBA's maximum liability is limited to the amount of the subscription fees paid by the carrier during the 12 preceding months of the complaint.

FORCE MAJEURE

ETKBA may not be held liable or considered to have defaulted under the present Terms & Conditions for any delay or failure to execute, linked to any case of force majeure as defined by jurisprudence, courts and tribunals.

It is specifically stated that ETKBA cannot be held liable for any damages, delays or failures during the execution of the labelling process caused by events or circumstances beyond reasonable control or by those not resulting from default or neglects of ETKBA.

Such acts or causes are, without this list being exhaustive, the following events: strike, labour dispute, social unrest, war, riot, insurrection, terrorist attacks, sabotage, danger and risks, flooding, breakdown or delays of transport or communication devices, computer or electricity failures, as well as failures of data provision by the labelled party.



APPLICABLE RIGHT – ATTRIBUTION OF JURISDICTION

The present Terms and Conditions are governed by, interpreted and applied in accordance with French law. The language of interpretation is English in the event of a dispute of the meaning of a term or a disposition.

Any dispute or dissent that cannot be solved amicably concerning the interpretation and/or execution and/or the consequences of the present Terms and Conditions will be under the exclusive competence of the Paris law courts, even in case of several instances, incidental claims, third party appeals and even by way of interlocutory procedures.