

PREAMBLE

The present Terms and Conditions of Use (the “**TCU**”) govern the relationships between you and the company ECOCERT GREENLIFE SAS (“**ECOCERT**”) when you are connected and use the Platform Ecocert Sourcing.

The use of the Platform Ecocert Sourcing constitutes full, complete and automatic acceptance of the present TCU.

ARTICLE 1. DEFINITIONS

The terms defined below shall have the following meanings:

“**Buyers**”: natural or legal persons who incorporate, or wish to incorporate, Raw Materials into the manufacture of finished cosmetic products.

“**Certification**”: evaluation process by documentary review and on-site audits, conducted by ECOCERT to demonstrate a Raw Material's compliance with a specific program, resulting in a certification decision and the issuance of a certificate.

“**Platform**”: the Platform Ecocert Sourcing developed by ECOCERT, accessible and usable by Suppliers and Buyers of Raw Materials.

“**Raw Material**”: any ingredient or substance, whether alone or in a mixture, developed, manufactured and marketed by a Supplier, which has undergone Certification, Validation and/or Verification by ECOCERT, used in the production process of a finished cosmetic product.

“**Suppliers**”: natural or legal persons engaged as ECOCERT clients for the Certification, Validation and/or Verification of the Raw Materials they develop, manufacture and market.

“**Users**”: both Suppliers and Buyers of Raw Materials when they use the Platform.

“**Validation and/or Verification**”: evaluation process by documentary review and, where necessary, on-site audits, conducted by ECOCERT to verify a Raw Material's compliance with a specific program, resulting in the issuance of an attestation (or equivalent document) but not constituting certification.

ARTICLE 2. ACCEPTANCE AND ENFORCEABILITY OF TERMS AND CONDITIONS OF USE

The purpose of these TCU is to provide a legal framework governing the use of the Platform by Users.

Access to and use of the Platform are conditional upon Users accepting these TCU and undertaking to comply with them.

ECOCERT reserves the right to modify these TCU at any time and without prior notice, particularly to adapt them to changes in the Platform resulting from the introduction of new features or the removal and/or modification of existing features.

Therefore, before using the Platform, it is the responsibility of Users to consult the latest version of the TCU in force, which is available on the Platform at any time.

ARTICLE 3. ACCESS TO THE PLATFORM

3.1. Access management

The Platform is accessible via computer, smartphone and tablet. As an Internet connection is required, Users are solely responsible for the proper functioning of said connection and their own equipment.

Access to the Platform requires the creation of an account and the entry of certain data, specifically a username and a password. Account access is activated once Users have provided the necessary information.

Users are informed that access to the Platform may be temporarily suspended during maintenance periods or in the event of a serious malfunction not attributable to ECOCERT.

3.2. Account security

Users are solely responsible for safeguarding and maintaining the confidentiality of their logins and passwords, which are strictly personal. They undertake to take all necessary measures to ensure such confidentiality, including creating a sufficiently secure password and changing it regularly.

Any use of the password is deemed to be made on behalf of and under the responsibility of Users.

Users acknowledge that they may change their password at any time. Consequently, it is their responsibility to change it without delay in the event of loss or forgetfulness, or if it is disclosed, intentionally or otherwise, to third parties.

ECOCERT shall not be held liable for any fraudulent or improper use, or for any use resulting from the intentional or unintentional disclosure of logins and/or passwords by Users.

3.3. Suspension of access

In the event that Users breach any of the obligations set forth in these TCU, ECOCERT reserves the right to suspend their access to the Platform immediately and without prior notice.

ARTICLE 4. USE AND CONTENT OF THE PLATFORM

4.1. Scope of use

Users acknowledge that the Platform is made available to them by ECOCERT for the purpose of listing and/or consulting information related to Raw Materials. Accordingly, they undertake not to use the Platform in any manner that would violate their obligations under these TCU.

Users also acknowledge that the Raw Materials listed on the Platform have undergone Certification, Validation and/or Verification by ECOCERT solely with respect to the applicable standards, via a documentary review and/or, where applicable, on-site audits.

Consequently, Users acknowledge that ECOCERT has not verified:

- The conformity of the Raw Materials, of their labeling or packaging, with requirements other than those specified in the relevant standards, nor
- Information appearing in documentation, particularly technical documentation, and/or on any attestations issued by experts, suppliers or inspection bodies other than ECOCERT.

Users further acknowledge that the purpose of the Platform is solely to list Raw Materials whose conformity with the relevant standards and methods has been Certified, validated and/or verified by ECOCERT. In accordance with the provisions of the ISO 17065 standard applicable to it as a Certification Body, ECOCERT shall not provide, whether via the Platform or directly to Users, any consulting services regarding the use and properties of Raw Materials.

Finally, Users acknowledge that Suppliers remain free to decide, from among the Raw Materials they submit to ECOCERT for Certification, Validation, and/or Verification, which ones will be listed on the Platform. Consequently, the removal or absence of a Raw Material from the Platform does not expressly imply that it is no longer, or has not been, certified, validated and/or verified by ECOCERT or another inspection body.

4.2. Main Information

Information regarding Raw Materials submitted to ECOCERT for the purpose of Certification, Validation and/or Verification of their compliance with the relevant standards (the "**Main Information**") originates from ECOCERT's own databases and is automatically published on the Platform.

ECOCERT therefore guarantees the accuracy and completeness of this Main Information.

The Main Information includes:

- The commercial, technical and/or scientific name (INCI list, CAS number) of the Raw Material,
- The name of the Supplier involved in the manufacture of the Raw Material,
- The primary function of the Raw Material,
- The Certification, Validation and/or Verification status of the Raw Material,
- The program(s) linked to the Certification, Validation and/or Verification of the Raw Material, as well as associated characteristics,
- Sustainability indicators for the Raw Material, presented as specific claims.

On the Platform, the Main Information is identified by an "*Ecocert verified*" logo.

4.3. Complementary Information

In addition to the Main Information, Suppliers may manually enter various details regarding the Raw Materials listed on the Platform (the "**Complementary Information**"). This information is not subject to any prior verification by ECOCERT.

Complementary Information includes, without limitation:

- A customized description of the Raw Material,
- The geographical origin of the Raw Material, limited to the subcontinent and/or region,
- Storage conditions and shelf life recommended by the Supplier,
- Properties of the Raw Material and its intended uses,
- The Supplier's commercial information, including network name, contact details and a link to its website or any other website or platform where Buyers can purchase the Raw Material,
- Information regarding the safe use of the Raw Material, including its hazard level and associated usage restrictions.

As the Complementary Information entered on the Platform by Suppliers is not subject to prior verification by ECOCERT, Suppliers remain solely liable to Buyers for its accuracy, completeness

and/or update. Consequently, ECOCERT shall not be held liable for any omissions or errors contained in the Complementary Information.

4.4. Extraction of information

Users may extract Raw Material information from their respective accounts in the form of a downloadable PDF document (a "**Raw Material Sheet**").

Users agree not to share Raw Material Sheets with third parties, in any manner or for any purpose whatsoever, including free of charge, and generally undertake not to use them for purposes other than those set forth in these TCU.

Any reproduction or falsification of said Raw Material Sheets or the information contained therein is prohibited.

Furthermore, any attempt to take, or the actual taking of, photographs and/or video footage of the Platform, whether via screenshots or an external device, is prohibited. ECOCERT disclaims all liability toward third parties regarding any fraudulent or misleading use of images captured in this manner by Users.

4.5. Request for additional information

When viewing information about a Raw Material listed on the Platform, Buyers have the option, via the "*Request additional details*" button, to request additional and/or potentially missing information.

Requests for additional information made in this way are forwarded to the relevant Suppliers on a weekly and anonymous basis. Suppliers remain free to respond favorably, by publishing all or part of the requested information on the Platform, or to take no action, without needing to provide a specific reason.

Additional information will be:

- Either published by the Supplier itself if it falls under the category of Complementary Information not subject to verification by ECOCERT,
- Or published by ECOCERT following prior verification if it falls under the category of Main Information identified by the "*Ecocert verified*" logo.

In any event, ECOCERT does not guarantee the actual provision of the requested information, nor the timeframe within which information requests will be processed by the Suppliers.

4.6. Connecting Buyers with Suppliers

When viewing information about a Raw Material listed on the Platform, Buyers may, using the contact form accessible via the "*Contact Supplier*" button, submit their contact details to the relevant Supplier, by briefly describing their projects and/or requirements.

These contact details include: at a minimum the email address, and potentially the phone number and the profession.

Buyers acknowledge and agree that this connection depends entirely on the willingness of the Supplier to whom they have submitted their details and that, consequently, ECOCERT bears no liability in this regard.

Accordingly, ECOCERT does not guarantee that Buyers will be contacted by the relevant Supplier. Similarly, ECOCERT cannot make any commitments regarding the Supplier's response time, should it occur.

Furthermore, Buyers agree that the data they submit to the Supplier via this method will be collected and processed by said Supplier, who remains solely responsible for the purposes of such processing.

To learn more about the processing of your personal data, please consult ECOCERT's Personal Data Protection Policy: <https://sourcing.ecocert.com/legal/personal-data-protection-policy-en.pdf>

ARTICLE 5. LIABILITY

To the extent permitted by the applicable law, ECOCERT disclaims all liability for any direct or indirect damage arising from or related to the use, operation or unavailability of the Platform and its content.

Links posted on the Platform by Suppliers, as well as their content, are not verified or validated by ECOCERT. Consequently, ECOCERT shall not be held liable for links on the Platform leading to websites referencing inaccurate or unlawful content or content that infringes upon the rights of third parties, including information, opinions, recommendations, references to links or trademarks, names, products or services, domain names or company names of other entities.

Unless otherwise provided, any reference to trademarks, names, products or services, domain names or company names of other entities does not imply any association between those entities and ECOCERT.

Suppliers are responsible for the accuracy, functionality and security of the links published on the Platform. Consequently, ECOCERT shall not be held liable for any link that is incorrect, non-functional or leads to a website referencing fraudulent content.

ARTICLE 6. USE OF INFORMATION FROM USERS

Users acknowledge and agree that the information they transmit in connection with their use of the Platform may be collected and used by ECOCERT for informational, statistical and commercial purposes.

In particular, ECOCERT may use information from Users to present them with services provided by the ECOCERT Group.

ARTICLE 7. PROTECTION OF PERSONAL DATA

ECOCERT has established a specific Policy regarding the Protection of your Personal Data: <https://sourcing.ecocert.com/legal/personal-data-protection-policy-en.pdf>

ARTICLE 8. COMPETENT COURT AND APPLICABLE LAW

These TCU are governed by French law. Any dispute relating to their validity, application or interpretation shall be subject to the exclusive jurisdiction of the courts of Toulouse, France.