

## GENERAL TERMS AND CONDITIONS OF SALE OF SUBSCRIPTIONS AND SALES OF SINGLE ISSUES

### APPLICABLE TO PROFESSIONALS

Applicable as of 31 March 2018

#### Article 1 Purpose and scope

1. These general terms and conditions of sale (hereinafter, the **"General Terms and Conditions of Sale"**) apply to any Order (as defined in Article 4 below) sent to the company BUSINESS IMMO, a *société par actions simplifiée* (simplified joint stock company under French law) with capital of €49,238, whose registered office is located at 24 rue du Sentier, 75002 Paris, entered on the Paris Trade and Companies Register under number 399 301 806, the Chairman of which is Jean-François Grazi and whose VAT number is FR18399301860 (hereinafter: **"BUSINESS IMMO"**), by professional customers (hereinafter: **"Customers"**) concerning subscriptions and single-issue sales listed in Article 6 below (hereinafter: **"Products"**), unless otherwise specifically agreed in writing by BUSINESS IMMO and the Customer.
2. Please refer to the Legal Notices of the BUSINESS IMMO website as necessary.
3. **THE GENERAL TERMS AND CONDITIONS OF SALE DO NOT APPLY TO NATURAL PERSONS ACTING FOR PURPOSES THAT DO NOT FALL WITHIN THE SCOPE OF THEIR COMMERCIAL, INDUSTRIAL, TRADE, LIBERAL OR AGRICULTURAL ACTIVITIES (CONSUMERS).**
4. Any Order placed implies unreserved acceptance by the Customer and his/her/its full adherence to the General Terms and Conditions of Sale, which prevail over any other document of the Customer, and in particular all general terms and conditions of purchase, unless otherwise expressly agreed by BUSINESS IMMO.
5. BUSINESS IMMO periodically publishes:
  - The *"Business Immo"* magazine (ten (10) issues per year);
  - The *Hors-Séries* (Special Editions) (usually two (2) issues per year);
  - The *"Etudes Foncières"* (Land studies) review (four (4) issues per year);
  - The *"In Interiors"* review (four (4) issues per year)
6. BUSINESS IMMO offers various sales offers:
  - Single issue sales of:
    - The *"Business Immo"* magazine (in paper and online versions), and/or
    - The Special Editions (in print version), and/or
    - The archives (electronic version), and/or
    - The *"Etudes Foncières"* review (in print version), and/or
    - The *"In Interiors"* review (in print version).
  - A subscription formula known as *"Premium"* including:
    - The *"Business Immo"* magazines (print and digital versions), and
    - The Special Editions (in paper and digital versions), and
    - The *"Etudes Foncières"* review (in paper and digital versions), and
    - The *"In Interiors"* review (in paper and digital versions), and
    - Access to all sections of the Business Immo website available at [www.businessimmo.com](http://www.businessimmo.com) (archives, transactions, directory, studies, etc.), and
    - Benefits: discounts of fifteen percent (15%) on training, conferences and file rental (discounts valid for one (1) person per subscription), sending of dispatches fifteen (15) minutes before non-subscribers, unlimited access to the "Business Immo Europe" website available at [www.businessimmo.eu](http://www.businessimmo.eu).
  - A subscription formula called *"Digitale"* including:
    - *"Business Immo"* magazines (in digital version only), and
    - Access to all sections of the website available at [www.businessimmo.com](http://www.businessimmo.com) (archives with the exception of *"Business Immo Premium"* articles,

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transactions, directory, studies, etc.).

by the rate of VAT applicable on the day of the Order.

- A subscription formula called "*Etudes Foncières*" (Land studies) including:
  - The "*Etudes Foncières*" reviews (in print version only), and
  - A "*Business Immo*" magazine special edition "*Territories*" (print version only).

12. Transportation or shipping costs are free of charge for any Order.

- A subscription formula called "*Business Immo Europe*" including:
  - Unlimited access to the Business Immo Europe website available at [www.businessimmo.eu](http://www.businessimmo.eu), and
  - Access to the Directory section.

13. BUSINESS IMMO may modify the Prices at any time. However, BUSINESS IMMO undertakes to invoice the Products ordered at the Prices specified in the General Terms and Conditions of Sale in force on the date of the Order.

7. Products in print version are only delivered to Customers established in France and/or in a Member State of the European Union.

#### Article 2 Duration of subscriptions

8. Unless otherwise specified in the offer, a subscription is entered into for an initial period of twelve (12) months from the date on which the Order is validated by BUSINESS IMMO.
9. At the end of this initial period, the subscription shall be tacitly renewed for successive periods of twelve (12) months, unless terminated by BUSINESS IMMO or the Customer by means of notice served by registered letter with acknowledgement of receipt, no later than two (2) months before the expiry of the initial period or each renewal period.

#### Article 3 Prices

10. The prices applied by BUSINESS IMMO for sales of Products (the "**Prices**") are shown in the table below.
11. The Prices are given in euros (€) and calculated excluding taxes (ex. tax). Consequently, the Prices shall be increased

PRODUCTS	PRICES
A single issue of the " <i>Business Immo</i> " magazine (print version)	€47.99 ex. tax, i.e. €50.63 inc. VAT
A single issue of the " <i>Business Immo</i> " magazine (digital version)	€28.40 ex. tax, i.e. €29 inc. VAT
A single issue of a Special Edition (print version)	€84.36 ex. tax, i.e. €89 inc. VAT
A single issue of the " <i>Land studies</i> " review (print version)	€31.28 ex. tax, i.e. €33 inc. VAT
A single issue of the " <i>In Interiors</i> " review (print version)	€33.18 ex. tax, i.e. €35 inc. VAT
Ten (10) issue archive pack	€39.99 ex. tax, i.e. €40.83 inc. VAT
Twenty (20) issue archive pack	€69.99 ex. tax, i.e. €71.46 inc. VAT
<i>Premium</i> subscription formula	€1,800 ex. tax, i.e. €1,837.80 inc. VAT
<i>Digitale</i> subscription formula	€1,180 ex. tax, i.e. €1,204.78 inc. VAT
<i>Etudes Foncières</i> subscription formula	€125.12 ex. tax, i.e. €127.75 inc. VAT

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<i>Business Immo Europe</i> subscription formula	€490 ex. tax, i.e. €500.29 inc. VAT
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#### Article 4 Order and Order Confirmation

14. "Order" refers to any order placed by the Customer with BUSINESS IMMO, relating to one or more Product(s), by means of:
- The online store available on the Business Immo website;
  - An e-mail to the following address: *abos@businessimmo.fr*;
  - A letter to the following address:  
*BUSINESS IMMO,*  
*For the attention of Ms Eve Montanari*  
*24 Rue du Sentier*  
*75002 Paris*  
*France*
  - A purchase order sent by email or traditional mail.

Where applicable, the Order must be accompanied by the advance payment provided for in the purchase order.

15. An Order by email or mail must include:
- A clear description of its object, in accordance with the offer presented by BUSINESS IMMO;
  - The identity of the Customer and the person authorised by the Customer to place the Order, as well as the capacity of said person;
  - The information required to invoice the Customer;
  - The Customer's e-mail address;
  - Where applicable, the exact postal address for delivery.
16. Any Order by e-mail or traditional mail shall only be accepted by BUSINESS IMMO as from the date on which BUSINESS IMMO sends confirmation of the Order to the Customer, by e-mail to the address indicated by the latter when the Order is placed (the "Order Confirmation").

17. From the date of receipt of the Order by BUSINESS IMMO, the Order shall be irrevocable for the Customer, unless otherwise accepted in writing by Business Immo.

18. The provisions of 1° to 5° of Article 1127-1 and Article 1127-2 of the French Civil Code (*Code Civil*) are expressly derogated from, pursuant to the provisions of Article 1127-3 of said Code.

19. BUSINESS IMMO reserves the right to refuse any Order in the event of the unavailability of the Product in question, or in the event that a Customer places a new Order without having paid for one or more previous Orders, the term of which has expired.

If no Order Confirmation is issued within ten (10) working days of receipt of the Order by BUSINESS IMMO, this shall constitute a refusal of the Order.

20. Other than in the event of a refusal, as referred to in paragraph 19 above, if an Order is placed by means of the virtual store, the Order Confirmation shall be sent immediately to the Customer by email.

#### Article 5 Delivery of Products

##### A) Delivery of Products in print version

21. For Orders that include the delivery of one or more Products in print version, the delivery time in mainland France is on average, given the times required for transport, ten (10) business days from the date of the Order Confirmation by BUSINESS IMMO.

22. For all deliveries to a territory of the European Union outside mainland France, the Customer must contact BUSINESS IMMO to find out the delivery time.

23. These lead-times are given for information purposes only.

The indicative lead-time provided in the Order Confirmation shall prevail.

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24. Delivery shall be deemed effective from the date the Products are first presented at the address indicated by the Customer in the Order.
25. Any failure to receive the Products by the Customer shall not release the Customer from his/her/its obligation to pay the price of the Products and any additional costs, including delivery and storage costs.
26. Without prejudice to the provisions to be taken with regard to the carrier, in the absence of reservations sent by registered letter with acknowledgement of receipt to BUSINESS IMMO within three (3) days, excluding public holidays, with effect from the date of receipt of the Products by the Customer, the Customer shall no longer be able to make any claim with respect to BUSINESS IMMO, which may not be held liable for any damage connected with transport or delivery.
27. The Customer shall be responsible for providing proof of the reality of any defects or anomalies observed. The Customer must grant BUSINESS IMMO every opportunity to determine any potential defects and anomalies and remedy such defects and anomalies.
28. Any return of a Product shall be subject to formal agreement between BUSINESS IMMO and the Customer.
29. In the event of an apparent defect or non-conformity of the Products delivered, duly observed by BUSINESS IMMO, the Customer may obtain a free replacement of the Products.
30. BUSINESS IMMO shall communicate to the Customer by e-mail, at the address indicated by the latter during the Order, the logins to enable the Customer to access the content of the websites and the Products in digital version, at the latest forty-eight (48) business hours from the Order Confirmation.
31. Delivery shall be deemed effective from the date of dispatch of the aforementioned email.

**Article 6 Significant change or removal of Products and/or services in the context of a subscription**

32. In the event of a significant change or deletion of one or more Products subject to a subscription, BUSINESS IMMO shall inform the Customer.
33. The Customer shall inform BUSINESS IMMO of his/her/its intention to transfer the subscription to the new Product or, where applicable, the closest Product covering a similar subject matter, or to terminate the contract within ten (10) days of the information given by BUSINESS IMMO.
34. If no response is received from the Customer within this period, BUSINESS IMMO shall automatically replace the Product by the new Product or, where applicable, by the nearest Product covering a similar subject matter.

**Article 7 Payment terms**

35. In the event of an Order placed by means of BUSINESS IMMO's online store, the payment shall be made immediately online by the Customer, by bank card.

The bank cards accepted are as follows: Carte Bleue, Visa, and MasterCard.

BUSINESS IMMO uses an online payment provider to offer the Customer a secure payment service.

The bank card shall be debited upon validation of the Order by the Customer.

**B) Delivery of Products in digital version and access to websites**

30. BUSINESS IMMO shall communicate to the Customer by e-mail, at the address indicated by the latter during the Order, the logins to enable the Customer to access the content

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36. In the event of an Order made by e-mail or letter, the BUSINESS IMMO invoice shall be sent to the Customer at the same time as the Order Confirmation.

37. Invoices are payable on receipt by cheque or bank transfer to the contact details indicated on the invoice.

38. Any late payment shall automatically entail the right for BUSINESS IMMO to require the Customer to:

- pay late payment penalties calculated on the basis of the statutory interest rate plus ten (10) points, and on the balance of the sums due from the due date for payment, automatically payable without any call or any prior formal notice being necessary;
- pay a fixed compensation for recovery costs of forty (40) euros. In the event that the recovery costs incurred are higher than that amount, BUSINESS IMMO may request additional compensation based on supporting documents.

39. Any delay in payment shall result in:

- The absence of any processing by BUSINESS IMMO of Orders sent by the Customer;
- The possibility for BUSINESS IMMO to exercise its right of termination in accordance with the article "*Termination*" below;
- The possibility for BUSINESS IMMO to suspend access to all databases and mobile applications for the Customer.

#### **Article 8 Termination**

40. In the event of late payment by the Customer, ten (10) days after formal notice has remained without effect, BUSINESS IMMO may terminate the contract at its sole discretion, without prejudice to any other damages that may be owed to it.

41. In addition, BUSINESS IMMO reserves the right to interrupt and terminate a subscription without notice or compensation in the following cases:

- The breach by the Customer or one of his/her/its authorised users of the rights granted under the subscription;

- Use of a BUSINESS IMMO website by the Customer or one of his/her/its authorised users that may harm a third party or that would be contrary to public order or morals or constitute an act of piracy or attempted illicit use of the information circulating on the network.

#### **Article 9 Limitation of Liability**

42. **WITHOUT PREJUDICE TO ANY LEGAL PROVISION OF PUBLIC ORDER, BUSINESS IMMO MAY NOT BE HELD LIABLE UNDER ANY CIRCUMSTANCES:**

- FOR ANY INDIRECT LOSSES SUFFERED BY THE CUSTOMER, SUCH AS BUSINESS LOSSES (INCLUDING ANY LOSS OF PROFITS, BENEFITS, LOSS OF EARNINGS OR SAVINGS EXPECTED OR ANY LOSS OF CUSTOMERS);

- FOR ANY HINDRANCE OR LIMITATION DURING THE PERFORMANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE DUE TO A FORCE MAJEURE EVENT;

- AND MORE GENERALLY, FOR ANY EVENT DUE TO THE CUSTOMER, A USER OR A THIRD PARTY.

#### **Article 10 Personal Data**

43. BUSINESS IMMO is required to collect and process certain personal data regarding the Customer or his/her/its natural representatives (the "**Personal Data**").

44. BUSINESS IMMO, as Personal Data controller, guarantees the Customer that the collection and processing of his/her/its Personal Data shall be performed pursuant to the provisions of French Law No. 78-17 of 6 January 1978 relating to data processing, files and liberties (amended by Law No. 2004-801 of 6 August 2004 and Law No. 2016-1321 of 7 October 2016) (the "**French Data Protection Act**") and, from 25 May 2018, Regulation No. 2016/679 of the

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European Parliament and of the Council of 27 April 2016 (the "**Regulations**").

45. Personal Data is collected by means of the Order, by the Customer's registration on the BUSINESS IMMO websites and by the interactivity established between the Customer and the BUSINESS IMMO website.

46. The Customer is invited to consult the Legal Notices of the BUSINESS IMMO websites, to which the Customer is referred for a more detailed presentation of the conditions for collecting and processing Personal Data.

47. The aforementioned processing is based on:  
- the consent of the Customer concerning the use of cookies for certain purposes and the use of Personal Data for commercial prospection purposes (as detailed in the Legal Notices on the BUSINESS IMMO websites);  
- The performance of the contract to which the Customer is party for other purposes.

48. The Customer has the right to withdraw his/her/its consent at any time.

An "unsubscribe" link shall be included in the newsletters and marketing emails sent by BUSINESS IMMO to the Customer.

49. The Customer has the right to access, rectify, delete his/her/its Personal Data, limit or oppose the processing thereof, the right to define directives relating to the conservation, removal and communication of his/her/its Data after death and the right to portability of his/her/its Personal Data.

50. The Customer may exercise his/her/its rights:  
- By e-mail to the following address: *abos@businessimmo.fr*;  
- By traditional mail to the following address:  
*BUSINESS IMMO,  
For the attention of Ms Eve Montanari  
24 Rue du Sentier  
75002 Paris  
France*

51. The Customer also has the possibility of making a complaint to the French Data Protection Commission (CNIL).

52. The Personal Data processed are as follows:  
- Civil status, surname and first name of the Customer or his/her/its representative;  
- Pseudonym and password;  
- The Customer's postal address if the Customer is a natural person;  
- The Customer's e-mail address, if the Customer is a natural person, or his/her/its physical representative;  
- The Customer's telephone number if the Customer is a natural person;  
- Billing information to identify a natural person;  
- An IP address enabling a natural person to be identified;  
- Banking data enabling a natural person to be identified;  
- Login and navigation data and data saved in cookies that may be used to identify a natural person.

53. The purposes of processing Personal Data are as follows:  
- For contact and information;  
- For delivery;  
- For invoicing;  
- For customer management;  
- For marketing by email.

54. The recipients of Personal Data (excluding sub-contractors, listed in point 56 below) are the BUSINESS IMMO services required to use said data: sales department, marketing department, accounting department.

55. The actions carried out on the Personal Data are as follows:  
- Collection;  
- Consultation;  
- Recording;  
- Organisation;  
- Structuring;  
- Storage.

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The retention period for Personal Data is limited to the duration of the contractual relationship between BUSINESS IMMO and the Customer, subject to compliance with the applicable legal provisions; however Personal Data may be kept for marketing purposes for a maximum of three (3) years from the end of the contractual relationship between BUSINESS IMMO and the Customer.

56. BUSINESS IMMO uses subcontractors located in the following territories and for the following purposes, of which the Customer acknowledges he/she/it has been informed:

- for routing: RICCOBONO, a *société par actions simplifiée* (a simplified joint stock company under French law) with share capital of €546,802, whose registered office is located at 115 Chemin des Valettes, 83490 Le Muy, entered on the Fréjus Trade and Companies Register under number 602 850 125;

- For e-mailing: MAILJET, a *société par actions simplifiée* (a simplified joint stock company under French law) with share capital of €69,277.45, whose registered office is at 13-13 bis rue de l'Aubrac, 75012 Paris, entered on the Paris Trade and Companies Register under number 524 536 992;

- For the management of subscriptions: the company TBS BLUE ACAPULCO, a *société responsabilité limitée à associé unique* (a limited liability company with a sole shareholder under French law) with share capital of €36,000, having its registered office at 4 bis rue de la Pyramide, 92100 Boulogne-Billancourt, entered on the Nanterre Trade and Companies Register under number 344 681 770;

- For online payment: the company VERIFONE SYSTEMS FRANCE SAS, a *société par actions simplifiée à associé unique* (simplified joint stock company with a sole shareholder under French law) with a registered capital of €4,255,500, whose registered office is located at 43 avenue de l'Europe, 78140 Vélizy-Villacoublay, entered on the Versailles

Trade and Companies Register under number 380 248 609.

BUSINESS IMMO shall inform the Customer of any modification to the list of subcontractors.

BUSINESS IMMO ensures that the subcontractor(s) that it uses has/have sufficient guarantees to ensure the implementation of appropriate technical and organisational measures so that processing meets the requirements of the French Data Protection Act and the Regulations.

57. The Personal Data shall not be transferred outside the countries of the European Union and countries recognised by the European Commission as countries providing adequate protection on the date of the transfer in question for the purposes of processing, hosting or granting remote access without the prior written consent of the Customer.

58. The Business Immo website is declared to the *Commission Nationale de l'Informatique et des Libertés* (CNIL) under number 1048317.

59. BUSINESS IMMO undertakes to ensure adequate levels of protection pursuant to the applicable legal and regulatory requirements. However, since no mechanism offers absolute security, an element of risk remains when the Internet is used to transmit Personal Data.

60. BUSINESS IMMO shall notify the CNIL and/or the relevant person, under the conditions provided for by the Regulations, of any data breaches referred to in the Regulations.

### Article 11 Severability

61. The relationship between BUSINESS IMMO and the Customer is governed by these General Terms and Conditions of Sale and the Order Confirmation.

62. In the event of a contradiction between these General Terms and Conditions of Sale

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and any other document relating to the same subject, BUSINESS IMMO and the Customer expressly agree that the General Terms and Conditions of Sale shall apply as a priority, unless otherwise stated in the General Terms and Conditions of Sale.

63. The invalidity or inapplicability of any of the provisions of the General Terms and Conditions of Sale shall not entail the invalidity or inapplicability of the other provisions that shall retain their full force and effect.

**Article 12 Modification of the General Terms and Conditions of Sale**

64. BUSINESS IMMO may modify the General Terms and Conditions of Sale at any time.
65. The applicable General Terms and Conditions of Sale are those in force on the date of an Order.
66. The General Terms and Conditions of Sale can be consulted on the BUSINESS IMMO website available at [www.businessimmo.com](http://www.businessimmo.com).
67. The Customer is invited to immediately print and retain a copy of the version of the General Terms and Conditions of Sale applicable to he/she/it for his/her/its archives.

**Article 13 Complaints**

68. All complaints must be sent by registered letter with acknowledgement of receipt to the following address:

*BUSINESS IMMO,  
For the attention of Ms Eve Montanari  
24 Rue du Sentier  
75002 Paris  
France*

**Article 14 Governing law and jurisdiction**

69. **THE GENERAL TERMS AND CONDITIONS OF SALE ARE SUBJECT TO FRENCH LAW.**

70. **BEFORE TAKING ANY LEGAL ACTION, BUSINESS IMMO AND THE CUSTOMER SHALL SEEK, IN GOOD FAITH, TO SETTLE ANY DISPUTES RELATING TO THE VALIDITY, ACCEPTANCE, EXECUTION AND/OR INTERPRETATION OF THE GENERAL TERMS AND CONDITIONS OF SALE OUT OF COURT. BUSINESS IMMO AND THE CUSTOMER MUST MEET IN ORDER TO COMPARE THEIR POINTS OF VIEW AND TO MAKE ANY USEFUL OBSERVATIONS TO ENABLE THEM TO FIND A SOLUTION TO RESOLVE THE DISPUTE BETWEEN THEM.**

**BUSINESS IMMO AND THE CUSTOMER SHALL ENDEAVOUR TO REACH AN AMICABLE SETTLEMENT WITHIN THIRTY (30) DAYS OF THE NOTIFICATION BY ONE OF THEM OF THE NEED FOR AN AMICABLE AGREEMENT, BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT.**

71. **IN THE EVENT THAT AN AMICABLE SOLUTION IS NOT FOUND WITHIN THIS PERIOD, ONLY THE COURTS OF PARIS SHALL HAVE JURISDICTION FOR ANY DISPUTE BETWEEN BUSINESS IMMO AND THE CUSTOMER, INCLUDING IN THE EVENT OF MULTIPLE DEFENDANTS, THE INTRODUCTION OF THIRD-PARTIES, AND/OR AN INCIDENTAL CLAIM OR EMERGENCY PROCEEDINGS.**