

**GENERAL
CONDITIONS OF SALE
ONLINE**

Lunii Subscription

(Version March 2026)

These general terms and conditions of sale (hereinafter referred to as the “GTC”) are offered by Lunii (hereinafter referred to as the “Company”), a simplified joint stock company with capital of 12,505 euros, whose registered office is at 1 bis avenue de la République 75011, Paris, France, registered in the Paris Trade and Companies Register under number 802 801 472 and represented by Mrs. Maëlle Chassard, in her capacity as president .

These General Terms and Conditions of Sale define the legal framework for the relationships established between the Company and its subscribers (hereinafter referred to as the "Subscribers") within the framework of the subscription offer (hereinafter referred to as the "Subscription") proposed by the Company. The Company and the Subscriber are also hereinafter jointly referred to as the "Parties" and individually as a "Party" .

Use of the Subscription is subject to use of the computer application downloadable at <http://lunii.com/en-eu/application-lunii> and the Lunii mobile application (hereinafter referred to as the “ Platform”) ») and or the website of the Company lunii.com (hereinafter referred to as the “Site”) designed and operated by the Company.

The Company is the owner and publisher of the Platform and the Site.

Before using the Platform and the Site, the Subscriber must ensure that he has the technical and IT resources allowing him to access and use the Platform securely and to order the products offered by the Company via the Platform or the Site. The Subscriber must also ensure that the IT configuration of his hardware/equipment is in good condition and does not contain viruses.

The Platform and the Site are published by the Company. They are hosted by Amazon Web Services, Inc. Headquarters: PO Box 81226 - Seattle, WA 98108-1226, United States of America.

The publication director is Mrs. Maëlle Chassard.

The Company may be contacted at the address indicated at the top of this document, or by using the contact form at the following address <https://support.lunii.com/hc/fr/requests/new>

ARTICLE 1: DEFINITIONS

In these General Conditions of Sale, words or expressions beginning with a capital letter have the following meaning:

- **Subscriber**: means the person who has subscribed to the Lunii Subscription offer;
- **Subscription**: means a paid package automatically renewable by tacit agreement for identical periods (monthly or annually) allowing the Subscriber to be able to choose each month via a CREDIT an audio story on the Platform or the Site; the Subscription begins on the day the Subscriber takes out a Subscription and makes the corresponding payment through a valid means of payment. The Subscription is automatically renewed each month or year, and the Company automatically charges the Subscription fees corresponding to the frequency chosen by the Subscriber. The Subscription offer is only available in the following countries: France (metropolitan), DRO M-TOM, Belgium, Luxembourg, Switzerland, Monaco, Italy, the Netherlands, Germany .
- **Customer** : means any person who purchases Products via the Platform or the Site;
- **Account** : designates the space accessible on the Platform, allowing Users/Subscribers to access all of the functionalities offered by the Company;

- **Content** : means any text, graphic, image, music, video or other element likely to be put online by a User / Subscriber;
- **CREDITS**: means the medium of exchange allocated each month to the Subscriber, in relation to the date of subscription of the Subscription, in the Subscriber's account, allowing only the purchase of audio stories on the Platform or the Site. A CREDIT can only be used for the single purchase of an audio story (excluding customisable content, music content (e.g. 'Nursery Rhymes', 'White Noise', 'Music') and any content marked as 'exclusive to purchase'). Thus, the Subscriber will not be able to use a CREDIT to select an album from the categories mentioned above, an Audio Story Kit or any other Products, package offers, bundle or in another form offered by the Company (A CREDIT = An audio story (except as stated above));
- **Personal Data** : means personal data within the meaning of the European regulation on the protection of personal data that the Company collects, transmits or processes, allowing any natural person to be identified or made identifiable;
- **Intellectual Property Rights** : means all literary and artistic property rights (copyright and related rights), industrial property rights (trademark, design and model and patent) provided for in the Intellectual Property Code and international treaties;
- **Platform** : refers to the Lunii mobile application as well as the computer application, downloadable at <http://lunii.com/en-eu/application-lunii> available on Windows, Mac OS and Linux published by the Company, as well as all of the Content created including in particular: the graphic charter, frames, banners, flash and video animations, source code, html code and programming;
- **Product** : means any product marketed by the Company via the Platform;
- **Services** : means all functions, facilities, uses, information, partner and/or promotional offers or any other services accessible via the Platform.
- **Site** : designates the Company's website accessible at the address lunii.com
- **User(s)** : means any person having an Account and who uses the Platform, the Site or all or part of the Services offered by it;

ARTICLE 2: APPLICATION AND ENFORCEABILITY OF THE GTC

The Company offers a Subscription service allowing Subscribers to benefit each month, via the use of a credit (hereinafter referred to as a "CREDIT"), from an audio story (excluding customisable content, music content (e.g. 'Nursery Rhymes', 'White Noise', 'Music') and any content marked as 'exclusive to purchase') intended for children, in order to tell them stories to develop their imagination, culture and vocabulary. These stories are published by the Company and/or its subsidiaries or partners. Their use is restricted via the product "Ma Fabrique à Histoires", an interactive storyteller and the "FLAM" portable music player marketed by the company Lunii SAS.

The Subscription offered by the Company is accessible on the Platform which offers the sale of audio stories and allows the use of CREDIT offered in the Subscription. This application can be downloaded online. The Subscription is also available on the Site.

The purpose of these General Terms and Conditions is to define the contractual and commercial relationships between the Company, on the one hand, and any Subscriber to the Subscription offer, on the other hand.

The Subscriber acknowledges that he/she will only be able to subscribe to and access the Subscription if the Subscriber unreservedly accepts these General Terms and Conditions and the General Conditions of Use of the Subscription (hereinafter, the

"CGU") that the Subscriber agrees to respect. In addition to these CGU and the GTC, the Subscriber is subject when subscribing to a Subscription to the Conditions of Use and Sale of the Platform and the Site available at the following address: <http://lunii.com/en-eu/information/mentions-legales> . All of these documents constitute the Contract between the Subscriber and the Company, with the exception of any other document.

Thus, the Subscriber declares having read and accepted these T&Cs and CGU applicable to the Subscription before subscribing to a Subscription.

Validation of the Subscription therefore constitutes acceptance of these General Terms and Conditions. These are regularly updated; the applicable General Terms and Conditions are those in force on the Platform or Site on the date of use of the Subscription and the Platform or Site. The Subscriber will be kept informed of changes to the General Terms and Conditions by any means.

Any contrary condition set by the Subscriber would therefore, in the absence of express acceptance, be unenforceable against the Company regardless of when it may have been brought to its attention.

The fact that the Company does not assert any provision of these General Terms and Conditions at any given time cannot be interpreted as a waiver of the right to assert any provision of these General Terms and Conditions at a later date.

ARTICLE 3: CONDITIONS OF ACCESS TO THE SUBSCRIPTION

The Subscriber declares that he/she has the capacity to accept these General Terms and Conditions and certifies that he/she is of legal age and is not subject to a legal protection measure for adults (placed under court protection, guardianship or curatorship).

The Subscriber declares to be a resident of France (metropolitan), DROM-TOM, Belgium, Luxembourg, Switzerland, Monaco, Italy, Netherlands, Germany and to have a bank card issued by a banking establishment in one of these countries.

ARTICLE 4: CREATION OF AN ACCOUNT – USE OF CREDITS – ORDER OF PRODUCTS

4.1 Any person wishing to subscribe to a Subscription must create a customer account (hereinafter referred to as the “**Account**”) on the Platform or the Site. To do this, the Subscriber must, when registering, provide the following information:

- E-mail address ;
- Password ;
- Billing address (first name, last name, postal address):
- Payment information with a valid payment method.

If the Subscriber already has an Account using the same email address as the one provided for the subscription to the Subscription, then the information from the existing Account will be used to create your Subscription Account.

The Subscriber undertakes, in this respect, to provide only accurate, valid, up-to-date and adequate information and to inform the Company of any changes which could subsequently affect them.

The Company may request certain additional information in order to certify the reality of the Subscriber's identity. By accepting these General Terms and Conditions, Subscribers agree to transmit all of the above-mentioned information upon first request. Failing this, the Subscription Services will not be accessible.

The Subscriber must inform the Company of any loss of his/her identifiers and password without delay. Once informed, the Company will send him/her a temporary password allowing him/her to subsequently choose a new password. The Company may nevertheless verify the identity of the person making the request.

The identifiers and password are strictly personal. The Subscriber undertakes to keep them secret and not to disclose them to anyone. The Company declines all responsibility in the event of loss or misuse of this information.

After acceptance of the General Terms and Conditions and other General Conditions applicable to the Subscription, the contract is validly concluded between the Company and the Subscriber and binds them. The Company then sends him a Subscription confirmation by email, summarizing the summary elements of the subscription.

The Subscriber agrees to create only one Lunii Account. In the event of the creation of multiple Accounts by the Subscriber, the Company informs the Subscriber that it is impossible to merge two Lunii Accounts. Thus, the Company will not be required to provide assistance or maintenance, under these T&Cs in the event of the merger of an account with another Lunii Account.

4.2 The Company offers two Subscription plans:

- **Monthly Formula:** The Subscription is available on a monthly basis at a rate of €8.90 per month. The Company will debit each month the amount corresponding to the monthly renewal date. The Subscription is automatically renewed each month on the subscription anniversary date, unless terminated under the conditions set out in these General Terms and Conditions. For example, if the Subscriber subscribes to the Monthly Subscription on March 5, 2021, the Subscription will be automatically renewed on April 5, 2021.
- **Annual Formula:** The Subscription is available on an annual basis of €89 per year. The Company will debit in one go the amount corresponding to the annual renewal date. The Subscription is automatically renewed each year on the subscription anniversary date, unless terminated under the conditions provided for in these General Terms and Conditions. For example, if the Subscriber subscribes to the Annual Subscription on July 5, 2021, the Subscription will be automatically renewed on July 5, 2022.

The Subscription allows the Subscriber to receive each month, regardless of the formula chosen by the Subscriber, a CREDIT in the Account. The CREDITS allow the purchase, depending on the number of CREDITS available in the Subscriber's Account, of one or more audio stories (excluding customisable content, music content (e.g. 'Nursery Rhymes', 'White Noise', 'Music') and any content marked as 'exclusive to purchase') from the entire catalog of audio stories offered by the Company regardless of its sale price (public price, price during promotions). Regardless of the price of the album chosen by the Subscriber when using the CREDIT, no refund or exchange will be made by the Company.

It is possible for the Subscriber to accumulate CREDITS. The Subscriber can use as many CREDITS as he wishes as long as his CREDIT balance allows it. The use of CREDIT is only possible for the purchase of audio stories on the Platform. No other purchases will be possible via CREDITS.

CREDITS are used in the following manner:

- ❖ Each month, the Subscriber finds his CREDIT either in the navigation table of the Platform or the Site or in the "Subscription" tab on the Platform and the Site. The Subscriber's available CREDIT balance is also available in these locations.
- ❖ If the Subscriber has at least one (1) CREDIT, the Subscriber has the possibility of selecting one or more audio albums of his choice (excluding customisable content, music content (e.g. 'Nursery Rhymes', 'White Noise', 'Music') and any content marked as 'exclusive to purchase').
- ❖ Once the album has been chosen, the Subscriber may choose between using a CREDIT or purchasing the audio album (without using a CREDIT) via the other payment methods available on the Platform or the Site as specified in this article.

- ❖ If Subscriber chooses to use a CREDIT, Subscriber must click on the “Use a Credit” button.
- ❖ As soon as the Subscriber has clicked on the “use a credit” button a “pop-up” window appears indicating the current balance of CREDIT available as well as the remaining balance if the Subscriber validates his Order with a CREDIT
- ❖ Upon validation of the Order, the album will be directly transferred to the library of the Subscriber's Account and a message will indicate the remaining CREDIT balance after purchase. The Subscriber has the possibility of finding the history of these Orders on his Account.
- ❖ The Subscriber can find all of these Orders and invoices in his Account under the “Payment and invoices” section.

CREDITS have no monetary value or any other value outside of the Platform and the Site and cannot be exchanged for money.

Subscriber may not transfer, market, gift or otherwise exchange CREDITS.

The Subscriber understands and accepts that the Company may take the measures it deems reasonably necessary to prevent any fraud and abuse.

The Subscriber may also make purchases outside of the Subscription. Indeed, in addition to CREDITS, the Subscriber may also purchase his/her Order of audio stories via a classic payment by bank card, gift card, Paypal on the Platform and the Site.

4.3 The Products offered for sale are described and presented with the greatest possible accuracy.

The Company reserves the right to correct the content of the Platform or the Site, in particular to adapt to developments in the Platform and the Company's activity by making new Products available, or deleting or modifying existing Products.

The Subscriber selects the Product(s) he/she wishes to purchase, and can access the summary of his/her Order at any time.

The Order summary presents the list of the Product(s) that the Subscriber has selected, as well as any additional costs added to the price of the Order. The Subscriber has the possibility to modify his Order and correct any errors before proceeding with the acceptance of his Order.

After accessing the summary of his Order (before payment of the Order), the Subscriber uses one or more CREDITS as described in article 3.2 hereof or the Subscriber enters his bank details and confirms acceptance of his Order by checking the validation box of the T&Cs, then clicking on the Order validation icon. The words *"Order with payment obligation"* or a similar formula free of any ambiguity appear next to the Order validation icon in order to ensure that the Subscriber explicitly acknowledges his obligation to pay for the Order.

Regardless of the payment method used, the Subscriber must then click on the box *"I agree that my legal right of withdrawal will end in 14 days or as soon as I start downloading this title on My Storyteller, whichever comes first"* or a similar formula devoid of any ambiguity. The Subscriber explicitly acknowledges having waived this right in the event of downloading audio stories on "My Storyteller".

After acceptance of the General Terms and Conditions and validation of the Order with payment obligation, the contract is validly concluded between the Company and the Subscriber and binds them irrevocably. The Company

then sends an Order confirmation by email, including the elements of the Order summary.

After having validated his billing information, the Subscriber proceeds to payment of his Order according to the terms specified in article 4 of these General Terms and Conditions.

ARTICLE 5: SUBSCRIPTION RATES – PAYMENT CONDITIONS ORDER

5.1 By subscribing to a Subscription, the Subscriber authorizes the Company to charge the price of the Subscription depending on the Subscription plan chosen (monthly/annual) by the Subscriber, for the initial Subscription period.

When Subscriber registers and purchases a Subscription, Subscriber will be billed immediately. Unless Subscriber expressly provides otherwise in the terms herein, the Subscription will automatically renew each month or year and Subscriber will be billed on the same date each month or year (i.e., the date Subscriber purchased a Subscription), provided that if no such date exists for a particular renewal month, the Subscription will automatically renew on the last day of the month. For example, a customer whose monthly subscription is scheduled to renew on the 2nd of the month will always be billed on the 2nd.

Another example, a subscription starting on January 30 or 31 is billed on February 28 (or February 29 in a leap year), then March 31, April 30, and so on.

Payment will be taken using the payment method provided by the Subscriber in their Account on that date or as soon as possible after that date, it being understood that, if the Company is unable, for any reason, to take payment on the same date as the automatic renewal of the Subscription, the Company will take payment as soon as possible thereafter. In the event that the payment method is refused, the Subscriber will be notified by sending an email inviting them to regularize the situation on their Account. The Company will make a new payment request within three (3) days after sending the initial email specifying the failure to pay the Subscription. If the payment method is refused again, the Company will try again on the fifth and seventh day following the sending of the initial email. If after the third attempt (i.e. 7 days after the initial email) the failure to pay the Subscription persists, the Company will notify by email the cancellation of the Subscription. As of the termination of the Subscription, the CREDIT(S) remaining on the Subscriber's Account will be permanently lost on the effective date of the termination. The CREDIT(S) not used before this date will become unusable and will not be subject to any refund or payment by the Company.

Depending on the Subscription chosen, the Company sends by email on each anniversary date of the Subscription period (each month or each year) the invoice corresponding to the Subscription rate.

The information on an invoice cannot be modified by the Company once the invoice has been issued. The Subscriber may nevertheless modify this information on the Account in the "Payment and invoices" section by modifying his "Billing address" in order to see this new information appear on new invoices.

Subscription rates are subject to change at any time by the Company. The Subscriber will receive an information email specifying the terms and conditions and the new rate to the email address provided in the Subscriber's Account when registering at least 15 days before the effective date. Unless expressly indicated otherwise by the Company, any change in the price of the Subscription will come into effect during the next billing cycle depending on the Subscription plan chosen. If the Subscriber does not accept the change in rate, the Subscriber may terminate his/her Subscription in accordance with the instructions in the email and in these General Terms and Conditions, and the termination will take effect at the end of the current billing cycle.

The Company reserves the right to modify, delete or interrupt the Subscription service, in whole or in part, at any time and without incurring any liability in respect thereof.

5.2 The prices are mentioned on the Platform and on the Site in the descriptions of the different Products available, in euros.

As long as the Products and their prices are visible on the Platform or the Site, the Products are considered available.

The total amount of the Order is indicated in the Order summary (for a purchase excluding CREDIT), before the Subscriber accepts these General Terms and Conditions, validates his Order, enters and validates his billing details and proceeds to payment. This total amount is indicated inclusive of all taxes.

The Order of Products on the Platform or the Site is payable in euros or in CREDIT for Subscribers (see terms of use of CREDIT in article 4.2 of these General Terms and Conditions). If the Subscriber chooses to pay for an Order without using a CREDIT, the Subscriber must pay the entire Order with a valid means of payment (as specified in article 4). The Subscriber will therefore not be able, if he chooses a classic payment method, to pay for his Order with a CREDIT or to complete the payment of the Order with a CREDIT.

The Company is in no way a banking institution and all collection services are provided by Stripe, an approved partner specializing in online payment security. The Company therefore invites Subscribers to read their general terms and conditions of sale. It is the Subscribers' responsibility to verify the suitability of the services to their needs.

Transactions carried out through them are secured using an SSL encryption process in order to strengthen all scrambling and encryption processes by optimizing the protection of all personal data linked to this means of payment.

Banking information is communicated directly to the secure payment provider. The Company never has access to confidential information relating to payment methods.

However, the Company may request certain information in order to certify the reality of the Subscriber's identity. By accepting these General Terms and Conditions, the Subscriber agrees to transmit all of the requested information.

5.3 The Subscriber guarantees to the Company that he/she has the necessary authorizations to use the payment method, when subscribing to the Subscription and/or placing the Order. The archiving of communications, Purchase Orders and invoices is carried out on a reliable and durable medium. They may be produced as proof of the contract, if applicable.

The Company reserves the right to suspend or cancel the Subscription or any execution and/or delivery of an Order, regardless of its nature and level of execution, in the event of non-payment or partial payment of any amount that would be owed by the Subscriber to the Company, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the Platform or the Site and the payment of an Order.

ARTICLE 6: TRIAL OFFER

Trial / Free Offers. The Company may at any time and at its sole discretion, offer or withdraw free Trial Offers for the Monthly Subscription, under conditions that will be specified by the Company (hereinafter referred to as a "Trial Offer"). To benefit from the Trial Offer, the User must have a valid means of payment (a credit card) at the time of registration for the Trial Offer so that the User can use the Subscription. Under these conditions, the Company may request a temporary authorization from the financial institution issuing the User's bank card or any other means of payment, in order to confirm the validity of this means of payment in order to verify that the User can participate in the Trial Offer.

Upon expiry of the Trial Offer, and unless terminated under the conditions described in these General Terms and Conditions, the

subscription to the corresponding User Subscription will be automatic and the Company will debit the payment method used by the User when registering for the Trial Offer to bill the monthly rate of the Subscription.

USER MUST CANCEL TRIAL OFFER BEFORE THE END OF THE PERIOD TRIAL TO AVOID BEING CHARGED. Trial Offers are limited to one Offer per household and same email address, same Lunii account.

ARTICLE 7: OFFERING A GIFT SUBSCRIPTION

The Company offers the possibility of offering a Gift Subscription, for a period of twelve (12 months), presented to the Beneficiary in the form of a gift code sent by email either to the Customer or directly to the Beneficiary, containing a code redeemable on lunii.com, or the computer application (the "Gift Subscription"). In order to benefit from a Gift Subscription, the Beneficiary must have or create an account on one of the Company's Platforms and accept all of the General Terms and Conditions of Sale and Use of the Subscription, the E-gift card, available at the following address: <https://lunii.com/fr-fr/mentions-legales/> to be able to benefit from the Gift Subscription.

The validity period (hereinafter referred to as the "Validity") of the Gift Subscription is twelve (12) months from the date it is sent to the Customer or the Beneficiary. The Customer has the option of choosing when to send the Gift Code to the Beneficiary: on the same day of his Order, or on another date within one (1) month following the date of the Order.

At the end of its Validity, the gift code will no longer be usable and activation on the Account will no longer be possible. The Gift Subscription will not be refunded, renewed, exchanged or extended.

Payment for the Gift Subscription will be made in one go, when finalizing the Order. The commitment is firm for the period. The Customer retains the possibility of exercising his right of withdrawal under the conditions provided for in the article "WITHDRAWAL AND CANCELLATION". When the twelve (12) month Gift Subscription offered expires, no tacit renewal of the Subscription will be made.

The Gift Subscription can be combined with a Subscription already in progress. Thus, if the Beneficiary is already Subscribed to a Subscription offer, the duration of the initial Subscription will be increased by twelve (12) months. At the end of this period, the initial Subscription will resume.

ARTICLE 8: WITHDRAWAL AND TERMINATION

8.1 In accordance with Article L.221-18 of the French Consumer Code, the Subscriber has a period of fourteen (14) days from the subscription to the Subscription to exercise his right of withdrawal. The Company will fully reimburse the Subscriber, the price of the Subscription, **only if the Subscriber has not used his CREDIT**.

The Company will make the reimbursement using the same means of payment as that used for the initial transaction (unless the Subscriber expressly agrees for the Company to use another means of payment and to the extent that the reimbursement does not incur any costs for the Subscriber).

The refund will be made within fourteen (14) days from the Subscriber's request.

To exercise his right of withdrawal, the Subscriber has the possibility of making his decision known by going to the Platform or the Site then by clicking on the button "I wish to exercise my right of withdrawal" located in the Subscriber's Account in the "My Subscription" section present during the withdrawal period.

The Subscriber then receives an email confirming receipt of the withdrawal from the Subscription.

In accordance with Article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for contracts for the supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery or for non-digital content.

provided on a physical medium, the execution of which has begun after the consumer's express prior agreement and express waiver of his right of withdrawal. The Subscriber may give the Company this express prior agreement and waive his right of withdrawal under the conditions provided for in Article 3.3 above.

The Products offered by the Company are neither returned nor exchanged when they have been downloaded from “Ma Fabrique à Histoire” or from “FLAM” by the Subscriber, except in the event of an error attributable to the Company, in particular in the event of delivery of Products not corresponding to the Subscriber's Order.

8.2 The Subscriber may cancel his Subscription at any time and will continue to have access to the Subscription services until the end of the current billing cycle. The cancellation request must be initiated before the end of the current billing cycle to be taken into account by the Company. Otherwise, the Subscription will continue. The cancellation will take effect at the end of the current billing cycle. For example, the Subscriber subscribed to a monthly Subscription on July 14, 2021, he can cancel his Subscription until August 13, 2021 or if the Subscriber subscribed to an annual Subscription on March 05, 2021, he can cancel his Subscription until March 04, 2022. To cancel the Subscription, the Subscriber must go to the “My Subscription” section accessible by clicking on the “My Account” icon. He must then click on the button “I wish to cancel my subscription”.

Depending on the Offer, the termination conditions are as follows:

- If the User benefits from a Trial Offer, the User may object to its conversion into a paid Subscription by terminating the Trial Offer before the end of the Free Trial Offer. The User may also terminate his Subscription offer at any time after the expiration of the Free Trial Offer.
- If the User does not benefit from a Free Trial Offer, the User may exercise his right of withdrawal within 14 days from the subscription of his Subscription, however, the Company will only reimburse the User in full if the User has not used his Credit.
- If the Beneficiary benefits from a Gift Subscription, the Beneficiary may exercise his right of withdrawal within 14 days following the date of receipt of the gift code sent by email. The Company will fully reimburse the Customer for the price of the Gift Subscription only if the Beneficiary has not activated his gift code during the 14-day period.

Upon termination of the Subscription, the CREDIT(S) remaining on the Subscriber's Account will be definitively lost on the effective date of termination. CREDIT(S) not used before this date will become unusable and may not be reimbursed or paid by the Company under any circumstances.

In application of articles L215-1 to L. 215-3 and article L. 241-3 of the French Consumer Code, the Subscriber will be informed in writing by email of the possibility of not renewing the Subscription at the earliest three months and at the latest one month before the end of the period authorizing the rejection of the tacit renewal.

Article L215-1: “For service provision contracts concluded for a fixed term with a tacit renewal clause, the professional service provider shall inform the consumer in writing, by dedicated registered letter or email, at the earliest three months and at the latest one month before the end of the period authorizing the rejection of the renewal, of the possibility of not renewing the contract that he has concluded with a tacit renewal clause. This information, provided in clear and understandable terms, shall mention, in a visible box, the deadline for non-renewal.

Where this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time from the renewal date.”

Article L215-2 of the French Consumer Code: “The provisions of this chapter are not applicable to operators of drinking water and sanitation services.”

Article L215-3 of the French Consumer Code: “The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals.”

Article L241-3 of the French Consumer Code: “When the professional has not made the reimbursement under the conditions provided for in Article L. 215-1, the sums due are productive of interest at the legal rate.

ARTICLE 9: DELIVERY

Once the service has been performed, the Company will transmit the result of the service to the Subscriber. The Product will be delivered by download on any medium chosen by the Company.

If the Subscriber is unable to download the file, he/she must report this difficulty by e-mail to the Company or by completing the contact form at the following address: <https://support.lunii.com/hc/fr/requests/new>.

The Products offered by the Company are neither returned nor exchanged when they have been downloaded from “Ma Fabrique à Histoire” or FLAM by the Subscriber, except in the event of an error attributable to the Company, in particular in the event of delivery of Products not corresponding to the Subscriber’s Order.

ARTICLE 10: CUSTOMER SERVICE

For any request for information, clarification or for any complaint, the Subscriber must contact, as a priority, the Customer Service of the Platform or the Site, in order to allow the latter to attempt to find a solution to the problem.

Customer Service is available Monday to Friday from 9 a.m. to 6 p.m. (UTC+2h) using the contact form at the following address:

<https://support.lunii.com/hc/fr/requests/new>

ARTICLE 11: LEGAL GUARANTEES

All Products offered by the Company are subject to the legal guarantee of conformity provided for by law, and in particular Articles L.217-4 et seq. of the French Consumer Code, and to the guarantee of hidden defects provided for by Articles 1641 and 1648, first paragraph, of the French Civil Code.

Article L217-4 of the French Consumer Code: "The Company is required to deliver goods that comply with the contract and is liable for any lack of conformity existing at the time of delivery. It is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when this has been placed in its charge by the contract or has been carried out under its responsibility."

Article L217-5 of the French Consumer Code: “To comply with the contract, the good must:

- Be suitable for the use usually expected of a similar good and, where applicable:
- correspond to the description given by the Company and possess the qualities that the Company presented to the Client in the form of a sample or model
- present the qualities that a Customer can legitimately expect in view of the public statements made by the Company, by the producer or by its representative, in particular in advertising or labeling
- Or present the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the Client, brought to the attention of the Company and which the latter has accepted.

Article L217-7 of the French Consumer Code: “Lack of conformity which appears within a period

twenty-four months from delivery of the goods are presumed to exist at the time of delivery, unless proven otherwise.

For goods sold second-hand, this period is set at twelve months.

The Company may challenge this presumption if it is not compatible with the nature of the goods or the lack of conformity invoked.

Article L217-8 of the French Consumer Code: “The Customer is entitled to demand that the goods conform to the contract. However, he cannot contest conformity by invoking a defect that he knew about or could not be unaware of when he entered into the contract.”

Article L217-9 of the French Consumer Code: “In the event of a lack of conformity, the Customer chooses between repair and replacement of the goods.

However, the Company may not proceed according to the Customer's choice if this choice entails a cost that is clearly disproportionate compared to the other method, taking into account the value of the goods or the significance of the defect. It is then required to proceed, unless this is impossible, according to the method not chosen by the Customer.

Any product repaired under the legal guarantee of conformity benefits from a six-month extension of said guarantee.

As soon as the consumer chooses the repair but this is not implemented by the Seller, the consumer can request the replacement of the good, which is accompanied in this case by a renewal of the legal guarantee of conformity. This provision applies either at the end of the one-month period provided for in 1° of Article L. 217-10, or before this period when the non-repair results from a decision taken by the Company.

Article L217-10 of the French Consumer Code: “If the repair and replacement of the goods are impossible, the Customer may return the goods and have the price refunded or keep the goods and have part of the price refunded.

The same faculty is open to him:

1° If the solution requested, proposed or agreed pursuant to Article L. 217-9 cannot be implemented within one month following the Buyer's complaint;

2° Or if this solution cannot be achieved without major inconvenience for the latter taking into account the nature of the property and the use that he is seeking.

The sale cannot, however, be cancelled if the lack of conformity is minor.

Article L217-12 of the French Consumer Code: “The action resulting from the lack of conformity is prescribed by two years from the delivery of the good.”

Article L217-16 of the French Consumer Code: When the Customer requests from the Company, during the course of the commercial guarantee granted to him during the acquisition or repair of a movable good, a repair covered by the guarantee, any period of immobilization of at least seven days is added to the duration of the guarantee which remained to run. This period runs from the request for intervention by the Customer or from the provision for repair of the good in question, if this provision is subsequent to the request for intervention.

Article 1641 of the Civil Code: “The Company is liable for the guarantee against hidden defects in the item sold which render it unfit for the use for which it is intended, or which so diminish this use that the Customer would not have purchased it, or would have paid a lower price for it, if he had known of them.”

Article 1648, paragraph 1 of the Civil Code: “The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect.”

If a Subscriber considers that they have received a Product that they consider to be defective or non-compliant, they must inform the Company by submitting a written complaint to customer service by completing the contact form at the following address: <https://support.lunii.com/hc/fr/requests/new> by specifying their contact details, the reference of the Product concerned, the problem observed (product error, etc.) and the corresponding Order number.

It will be up to the Subscriber to provide any justification for the designation of apparent defects and/or anomalies noted. The Subscriber must give the Company every facility to note these defects or non-conformities and to remedy them if necessary. The Subscriber will refrain from intervening himself or having a third party intervene for this purpose.

If the defects and/or anomalies are confirmed by the Company, the latter will then send the Subscriber its instructions on how to proceed after having acknowledged the complaint thus made and, where applicable, will replace the Product for which the Company has been led to note the lack of conformity or the defect.

In the event that the exchange of the Product is not possible, the Company will be required to reimburse the Subscriber within thirty (30) days following receipt of the Product. The reimbursement will be made upon proposal by the Company by crediting the Subscriber's bank account, the Subscriber being able to opt for a reimbursement method other than that proposed.

ARTICLE 12: OBLIGATIONS OF THE SUBSCRIBER

The Subscriber undertakes to comply with the terms of these General Terms and Conditions and all General Conditions applicable to the Subscription, the Platform and the Site.

The Subscriber undertakes to use the Subscription, the Platform or the Site in a manner that complies with the laws and regulations in force.

The Subscriber agrees that he/she will only use the Platform or the Site for his/her personal and non-commercial use, in accordance with these T&Cs. In this regard, the Subscriber agrees to refrain from:

- To use the Subscription and the Platform or the Site in any illegal manner, for any illegal purpose or in any manner incompatible with these T&Cs;
- To sell, copy, reproduce, rent, lend, distribute, transfer or sublicense all or part of the content appearing on the Platform or the Site or to decompile, reverse engineer, disassemble, modify, display in a form readable by the Subscriber, attempt to discover any source code or use any software activating or comprising all or part of the Platform or the Site ;
- Attempting to gain unauthorized access to the Platform's or Site's computer system or engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Platform or Site;
- To use the Platform for abusive purposes by deliberately introducing viruses or any other malicious program and to attempt to gain unauthorized access to the Platform;
- To infringe the Company's intellectual property rights and/or to resell or attempt to resell the Products to third parties;
- To denigrate the Platform, the Site, the Products as well as the Company on social networks and any other means of communication.

If, for any reason, the Company considers that the Subscriber does not comply with these General Terms and Conditions, the Company may at any time, and at its sole discretion, remove his/her access to the Subscription and to the Platform or to the Site and take all measures including any civil and criminal legal action against him/her.

ARTICLE 13: RESPONSIBILITY

The Company implements all measures to ensure that the Subscriber receives a quality Subscription and Products under optimal conditions. However, it may not be held liable under any circumstances for any non-performance or poor performance of all or part of the services provided for in the contract, which could be attributable either to the Subscriber, or to the unforeseeable and insurmountable act of a third party not involved in the contract, or to a case of force majeure. More generally, if the Company were to be held liable, it could not under any circumstances agree to compensate

the Subscriber for indirect damages or damages whose existence and/or quantum is not established by evidence. In no case will the Company's liability exceed the value of the sums it has received.

The Platform or the Site may contain links to other sites not edited or controlled by the Company, which cannot be held responsible for the operation, content or any element present or obtained through these sites.

The establishment of such links or the reference to any information, articles or products provided by a third party cannot and must not be interpreted as an express or tacit endorsement by the Company of the Platform, the Site and these elements or their contents.

The Company is not responsible for the availability of the Platform or the Site and cannot control their content or validate the advertising, products and other information distributed on the Platform or the Site.

It is expressly stipulated that the Company may not under any circumstances be held liable, in any way whatsoever, in the event that the Subscribers' computer equipment or electronic messaging rejects, for example due to anti-spam, electronic mail sent by the Company, and in particular, without this list being exhaustive, the copy of the payment receipt, the summary statement of the Order and the shipping tracking email.

The Subscriber is fully aware of the provisions of this article and in particular of the guarantees and limitations of liability mentioned above, essential conditions without which the Company would never have entered into a contract.

ARTICLE 14: INTELLECTUAL PROPERTY

14.1 All elements of the Platform and the Site are protected by copyright, trademark law, design and model law and/or any other intellectual property rights. These elements are the exclusive property of the Company. All of these rights are reserved for the entire world.

The name, logos, designs, stylized letters, figurative marks, and all signs represented on the Platform and the Site are and will remain the exclusive property of the Company.

No title or right whatsoever to any material or software will be obtained by downloading or copying any material from the Platform or Site. Subscribers are expressly prohibited from reproducing (other than for their own personal and non-commercial use), publishing, editing, transmitting, distributing, displaying, removing, deleting, adding to the Platform or Site and the material and software contained therein, nor modifying or making any work based on it, nor selling or participating in any sale in connection with the Platform or Site, the material on the Platform or Site or any software relating thereto.

The Company grants the Subscriber a non-exclusive, non-transferable and non-sublicensable license for access and personal and non-commercial use of the Subscription service and for use of the Platform and the Site. This license is strictly personal and may not be assigned or transferred to any third party under any circumstances. The license is granted for the duration of the Subscription and use of the Platform and the Site. The licenses granted by the Company will be terminated in the event of non-compliance by the Subscriber with these T&Cs or any General Conditions applicable to the Subscription and the Platform and the Site.

Any use by the Subscriber of the company names, brands and distinct signs belonging to the Company is strictly prohibited except in the event of the express prior agreement of the latter.

14.2 The Company holds all applicable intellectual property rights relating to the Products offered or declares, when a third party holds the intellectual property, to have obtained from this third party the right to market or distribute the Products.

As such, the Subscriber may not harm the Products in any way whatsoever and in particular use the Products in a manner that does not comply with their intended purpose and the conditions set out

by the T&Cs.

ARTICLE 15: SECURITY

The Subscriber undertakes not to undermine the security of the Platform or the Site. To this end, he undertakes not to proceed with any fraudulent access and/or maintenance in the information system of the Platform or the Site. The Subscriber may also not undermine or hinder the information system of the Platform or the Site. Failing this, the Company may take any measure against him and in particular incur criminal liability under Articles 323-1 et seq. of the Criminal Code.

ARTICLE 16: PERSONAL DATA

The description of the legal framework for the collection, use and processing of personal data by the Company is available in the Company's "Privacy Policy" available at the following address: <https://lunii.com/fr-fr/mentions-legales/>

The User/Subscriber acknowledges having read and accepted the "Privacy Policy" of the Company to benefit from the Services offered by the Company.

In accordance with the law "Informatique et Libertés n°78-17 of January 6, 1978" relating to information technology, files and freedoms, and European regulation 2016/679 of April 27, 2016 relating to personal data, the User / Subscriber has a right of access, modification, rectification, and deletion of data concerning you by contacting the Company at the following email address: mesdonnees@lunii.com

ARTICLE 17: TECHNICAL PROVISIONS

The services related to the use of the Subscription, the Platform and the Site are provided as is and to the extent of availability. The Company does not guarantee error-free, uninterrupted and secure provision of the Platform or the Site. It is not bound by any obligation to provide personalized assistance, particularly technical assistance. It declines any express or implied guarantee, particularly concerning the quality and compatibility of the Platform or the Site with the use that will be made of it.

The Company does not further guarantee that the files transmitted by Subscribers cannot be subject to intrusion by unauthorized third parties or be corrupted or downloaded, nor that the information and data circulating on the Internet are protected against such attacks or possible misappropriation.

ARTICLE 18: FORCE MAJEURE

Any event beyond the Company's control and against which it could not reasonably have protected itself constitutes a case of force majeure and as such suspends the obligations of the Parties, such as, but not limited to: pandemic, a strike or technical breakdown (EDF, ERDF, telecommunications operators, Internet access or hosting providers, Registrars, etc.), a shutdown of energy supply (such as electricity), a failure of the electronic communications network on which the Company depends and/or the networks that would replace it.

The Company may not be held liable, or considered to have failed in its obligations set out in these General Terms and Conditions, for any non-performance linked to a case of force majeure as defined by French law and case law, provided that it notifies the other Party on the one hand, and that it does its utmost to minimise the damage and fulfil its obligations as quickly as possible after the cessation of the case of force majeure on the other hand.

ARTICLE 19: ENTIRETY

The provisions of these General Terms and Conditions express the entire agreement concluded between the Subscribers and the Company. They prevail over any proposal, exchange of letters prior to and subsequent to the conclusion of these General Terms and Conditions, as well as over any other provision appearing in the documents exchanged between the Parties and relating to the subject of the General Terms and Conditions, except for an amendment duly signed by the representatives of both Parties.

ARTICLE 20: NON-WAIVER

The fact that one of the Parties to these General Terms and Conditions has not required the application of any clause, whether permanently or temporarily, may not under any circumstances be considered as a waiver of the rights of that Party arising from said clause.

ARTICLE 21: NULLITY

If one or more provisions of these T&Cs are held to be invalid or declared as such pursuant to a law, regulation or following a final decision by a competent court, the other provisions of these T&Cs shall retain their full force and scope.

Where applicable, the Company undertakes to immediately delete and replace said clause with a legally valid clause.

ARTICLE 22: TITLES

In the event of any difficulty of interpretation between the title and chapter of any of the articles and any of the clauses, the titles shall be deemed not to have been written.

ARTICLE 23: AGECE Law

Unique identifier number: FR237152_01PPJE

In an approach of extended producer responsibility, framed by the AGECE Law, Lunii

SAS is compliant and meets all requirements relating to household packaging waste generated by Ma Fabrique à Histoires and FLAM.

ARTICLE 24: APPLICABLE LAW AND DISPUTE RESOLUTION

These T&Cs are governed by and interpreted in accordance with French law, without taking into account the principles of conflicts of laws.

In the event of a dispute that may arise during the interpretation and/or execution of these General Terms and Conditions or in relation to these General Terms and Conditions, the parties undertake to make every effort to resolve amicably all disputes to which these General Terms and Conditions may give rise.

Thus, in the event of a dispute between a Subscriber and the Company, the parties agree to negotiate in good faith to resolve the dispute. If the parties fail to resolve the dispute after at least thirty (30) working days of negotiation, the Subscriber may submit the dispute between them and the Company to a mediator free of charge. They will then contact the Paris Mediation and Arbitration Center (CMAP) using the form available on the CMAP website (www.cmap.fr), by email (consommation@cmap.fr) or by post (CMAP – Consumer Mediation Service, 39, avenue FD Roosevelt, 75008 PARIS), specifying the subject of the dispute and sending all the documents in the file, as indicated in the referral form. Any consumer who refers the matter to the CMAP must be able

to prove that they have previously attempted to resolve their dispute directly with the Company. Failing this, the referral cannot be taken into account. The parties to the dispute remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator. In the absence of an amicable resolution of the dispute, only the French courts shall have jurisdiction. The Company informs the Subscriber that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court resolution of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link : <https://webgate.ec.europa.eu/odr/>.