

GENERAL CONDITIONS OF USE

Lunii Subscription

(Version March 2026)

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

These General Conditions of Use (hereinafter referred to as the "**GCU**") define the legal framework for the use of the subscription service (hereinafter referred to as the "**Subscription** "), via the Lunii mobile application or for computers downloadable at the address <http://lunii.com/en-eu/application-lunii> (hereinafter referred to as the “**Platform**”) ») or the website of the Company lunii.com (hereinafter referred to as the “**Site**”), designed and operated by the Company.

These GCU also contain information relating to the rights of subscribers and the restrictions imposed on these rights by laws or regulations.

By any use of the Subscription, the Platform or the Site, as well as its services, the Subscriber accepts without reservation these GCU as well as all the General Conditions applicable to the Subscription, the Platform and the Site. He declares and acknowledges, consequently, having read and accepted these General Conditions of Use and General Conditions applicable to the Subscription, the Platform and the Site.

Each Subscriber must refer to the most recent version of these conditions, available at the following address: <http://lunii.com/en-eu/information/mentions-legales>

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.

Mrs. Maëlle Chassard is the publication director of the platform and the Site.

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 Use, 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), DROM-TOM, Belgium, Luxembourg, Switzerland, Monaco, Italy, 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 or 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: PURPOSE AND SCOPE OF APPLICATION

The Company offers a Subscription service allowing Subscribers to benefit each month, via the use of 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 or the Site offering the sale of audio stories and allowing the use of CREDIT. The Platform can be downloaded online.

By benefiting from the Services offered by the Company when subscribing to the Subscription and by using the Platform or the Site, Subscribers declare that they accept without reservation these T&Cs as well as the General Terms and Conditions of Sale (hereinafter, the "GTC") of the Subscription. Subscribers declare and acknowledge, consequently, having read and understood the provisions of these T&Cs and the GTCs. In addition to these T&Cs and the GTCs, the Subscriber is subject when subscribing to a Subscription to the Terms 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.

At any time, if the Subscriber disagrees with any or all of the clauses of the T&Cs or the General Conditions applicable to the Subscription, the Platform or the Site, the Subscriber must immediately terminate use of the Subscription, the Platform or the Site and the associated Services.

These T&Cs are available at any time by clicking on a direct link located at the bottom of each page of the Platform or on the Site.

The Subscription and access to the Platform or the Site are accessible to any Subscriber with internet access. All costs relating to access to the Platform or the Site, whether hardware, software or internet access costs, are the exclusive responsibility of the Subscriber.

The Company reserves the right to create any features it deems useful for the Platform, the Site and for the Subscription.

ARTICLE 3: ENTRY INTO FORCE – DURATION

These T&Cs are applicable for the entire duration of the Subscription but also for the entire duration of navigation and access to the Platform and the Site.

The Company reserves the right to modify these T&Cs at any time. Unless the amendments are due to legal or administrative obligations, the Subscriber will have reasonable notice before the updated T&Cs come into effect.

Any changes will take effect upon their publication. The Subscriber agrees to be notified of the updated T&Cs by their publication on the Platform or the Site.

By continuing to use or access the Platform or Site after the effective date of the updated T&Cs, Subscriber acknowledges that they have read the updates and accept all changes made thereto. These T&Cs govern any conflicts that may arise prior to the effective date of the updated T&Cs.

The latest version of the T&Cs available online on the Platform or the Site will prevail, where applicable, over any other version of these T&Cs.

ARTICLE 4: CREATION OF AN ACCOUNT

To benefit from and access the features of the Subscription, the Platform or the Site, the Subscriber must create an Account. Browsing the Platform or the Site and accessing the information published therein are subject to registration on the Platform or the Site. If the Subscriber opens a new Account or the Subscriber already has an Account using the same email address, the information from the existing Account will then be used to create your Subscription Account.

Each time the Subscription is used, the Subscriber must systematically enter their identifiers, which they must keep secret. These identifiers are non-transferable and for strictly personal use. The Subscriber must ensure that their identifiers are not used or likely to be used by third parties. As such, they undertake to keep the various elements making up their identifiers separately.

By creating an Account, the Subscriber guarantees that he will protect the information relating to his Account and will be entirely responsible for any use of his Account by himself or by a third party.

The Subscriber must, when registering, provide the following information (except for Subscribers who already have an Account):

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

In order to validate his registration, the Subscriber must check the box containing the words "I accept without reservation the General Conditions of Use" or a similar wording.

The Company may request certain additional information in order to certify the reality of the Subscriber's identity. By accepting these T&Cs, Subscribers agree to transmit all of the above-mentioned information at the Company's first request. Failing this, the Services will not be accessible.

Once this information has been entered, the Subscriber will receive an email confirming their subscription to the Subscription.

Once the subscription to the Subscription has been confirmed, the Subscriber has access to a dashboard, allowing him/her to consult his/her profile, the current CREDIT balance, the renewal date of the Subscription, the type of Subscription taken out by the Subscriber (monthly or annual) and the status of the Subscription.

Once the account has been definitively validated and in order to complete the profile, the Subscriber may be asked to provide the following information:

- First and last name ;
- or other items necessary for the Company.

The Subscriber undertakes to provide accurate and truthful personal information and to systematically update it, via his profile or by notifying the Company, in order to guarantee its relevance and accuracy throughout the use of the Platform or the Site and the subscription to a Subscription. The Subscriber undertakes not to create or use, under his own identity or that of a third party, Accounts other than the one initially created.

In the event of non-compliance with the provisions of these T&Cs, the Company reserves the right to modify or terminate access to the Subscriber's Subscription at any time, without notice and without liability to the Subscriber.

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.

ARTICLE 5: CONDITIONS OF ACCESS TO THE SUBSCRIPTION SERVICE

The Subscriber declares that he has the capacity to accept these General Terms and Conditions and certifies that he 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.

The terms and conditions for subscribing to the Subscription are defined in the General Terms and Conditions.

ARTICLE 6: SERVICES

The creation of an Account following the subscription of a Subscription allows Subscribers to access certain functionalities available on the Platform and the Site. These functionalities allow in particular:

- To access Account data;
- To access the Account purchase history;
- To consult the available CREDIT balance on the Account;
- To access Lunii support;
- To associate a maximum of three “Ma Fabrique à Histoires” or “FLAM” products with an Account.
- To purchase audio stories, either using CREDIT or via another payment method, the use of which is restricted to the Account and are non-transferable;
- To download audio stories purchased via the Account onto the computer in order to be able to add them to one (or more) “My Storyteller” or “FLAM” device (s) associated with the Account and plugged in or connected to the computer or smartphone;
- To perform maintenance on a device associated with the Account and connected to the computer or connected to the smartphone ;
- To manage the content, by adding or deleting audio stories, of a “My Story Factory” or “FLAM” product associated with the Account and connected to the computer;
- To consult all the Products available for the billing country selected by the Subscriber;
- To reset the Account password;
- To terminate the Subscription
- To consult the renewal date of the Subscription

The Services offered by the Company are subject to change. The Company reserves the right to offer any Service that it deems useful, in a form and according to the functionalities and technical means that it deems most appropriate to provide said Services.

ARTICLE 7: OBLIGATIONS OF THE PARTIES

The Subscriber undertakes, during the use of the Subscription and the Platform, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order. The Subscriber is solely responsible for the information transmitted via the Platform and the Site when subscribing to the Subscription. As such, the Company may not be held liable under any circumstances.

When using the Platform, the Site and/or the Subscription, Subscribers agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Upload to the Company's servers, publish, email, transmit or otherwise make available any material of any nature whatsoever (whether computer-based or not, written or not, etc.);
- Impersonate another natural or legal person, falsify or delete copyright notices, legal notices, indications of property rights or labels concerning the origin or source of Services or any other elements of the Platform or the Site;
- Remove any copyright, trademark or other proprietary rights notices contained in the Platform, Site and/or its Services and/or related materials ;
- Partially or totally prevent another User or Subscriber from accessing or using the Platform or the Site from using or benefiting from the Services;
- Use the Platform, the Site or the Subscription for purposes that are illegal, prohibited or likely to undermine public order and/or morality;
- Interfere with or disrupt the Platform, Site and/or Services, or servers or networks connected to the Platform or Site and/or Services, or violate any requirements, procedures, policies or regulations of connected networks;
- Use any robot, spider, or other device to retrieve or index all or part of the Platform and/or Services, or to collect information about Users or Subscribers for unauthorized purposes;
- Create Accounts automatically or for malicious or fraudulent purposes;

- Promote or provide instructional information about illegal activities, or promote physical or mental harm against any group or person;
- Promote any religion or religious activity;
- Offer any commercial promotion or preferential rates from any other company or service;
- Transmit viruses, worms, defects, Trojan horses or any other element of a destructive nature or likely to steal or reveal data of another User or Subscriber.

In the event of a breach by the Subscriber of any of the provisions hereof, the Company reserves the right to:

- Suspend, remove or prevent access to the Subscription Services of the Subscriber – author or accomplice of the breach;
- Remove any Content related to the breach in whole or in part;
- Take all appropriate measures and initiate any legal action;
- Notify the competent authorities where appropriate, cooperate with them and provide them with all information useful for the investigation and suppression of illegal or illicit activities.

ARTICLE 8: RESPONSIBILITY

The Company cannot be held responsible for the Content published by Subscribers on any medium or Platform whatsoever, and gives no guarantee, express or implied, in this regard.

Subscribers are solely responsible for their use of the Subscription, the Platform or the Site and for the direct or indirect consequences of this use. It is their responsibility to use it in accordance with the regulations in force and the recommendations of the CNIL.

The Company is not aware of all Content, messages and opinions posted online by Subscribers within the framework of the Services, but may carry out moderation, selection, verification or control if necessary. However, with regard to these Contents, messages and opinions, the Company only acts as a hosting provider.

The Company is also not bound by any obligation to pre-select, control or modify the information published. The Company cannot be held responsible for the choices made by Subscribers.

In no event shall the Company, its subsidiaries or affiliated entities, or any of their respective employees, officers, directors, agents, resellers, partners, Third Party Content providers or licensors, or any of their officers, directors, employees or agents, be liable for any indirect, incidental, special, consequential or punitive damages arising out of or relating to:

- the use of the Platform, the Site, the Subscription or the Services;
- the inability to use the Platform, the Site, the Subscription or the Services;
- the modification or deletion of Content transmitted through the Services; or
- these T&Cs.

In no event shall the Company's liability in connection with the Services exceed the value of the amounts it has received. The Subscriber agrees that any grievance arising from or relating to the Platform, the Site or the Services must be made within one (1) year of the event giving rise to the grievance, failing which the grievance will be permanently foreclosed. As some countries do not allow the duration of an implied warranty to be limited, all or part of the limitation mentioned above may not be applicable.

Furthermore, the Company cannot be held responsible for the non-functioning, inability to access or malfunction of the Services of the Subscribers' access provider, or those of the Internet network. The same will apply for any other reasons external to the Company. Indeed, although the Company makes every effort to prevent malicious use of the Platform or the Site, the Company cannot be held responsible for any damage resulting from the transmission of a virus or any other element likely to contaminate computer equipment and programs.

ARTICLE 8: INTELLECTUAL PROPERTY RIGHTS

“LUNII” is a trademark registered with the INPI under number 4523893.

The Company is the exclusive owner of the intellectual rights on the Platform and the Site and in particular of all texts, comments, works, illustrations, videos and images, whether visual or audio, reproduced on the Platform and the Site as well as its databases of which it is the producer. All other brands not belonging to the Company which appear on the Platform and the Site and in the Subscription services are the property of their respective owners.

All these intellectual creations are protected under copyright law, trademark law, patent law, sui generis database rights and image rights, and this for the entire world.

As such and in accordance with the provisions of the Intellectual Property Code, only the use of the Platform or the Site for private use, subject to different or even more restrictive provisions of this code, is authorized.

Any other use constitutes infringement and is punishable under Intellectual Property law unless prior authorization is obtained from the Company.

The Subscriber must not systematically extract and/or reuse parts of the content of the Platform, the Site or the Subscription without the express written permission of the Company. In particular, the Subscriber must not use a data extraction robot, or any other similar data collection or extraction tool to extract (in one or more times), to reuse a substantial part of the Platform, the Site or the Subscription service, without the express written consent of the Company. The Subscriber must also not create and/or publish its own databases which would contain substantial parts (e.g. prices charged by the Company and the Company's product lists) of the Subscription service or the Platform, the Site without the express written consent of the Company.

Subject to compliance with all of the Terms and Conditions applicable to the Subscription and the Platform and the Site and payment of all amounts applicable to the Subscription, the Company grants to the Subscriber a limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Subscription service or use the Platform or the Site for personal and non-commercial purposes. This license does not include any right to use the Subscription service, the Platform, the Site or its content for sale or any other commercial use; to collect and use any product listings, descriptions or prices; to make any derivative use of the Subscription service, the Platform, the Site or its content; or to download or copy account information for the benefit of another merchant.

All rights not expressly granted to the Subscriber by all of the General Conditions applicable to the Subscription and the Platform are reserved and remain with the Company.

The Company does not own the Content published on the Platform or the Site. By using the Platform or the Site, the Subscriber grants the Company a non-exclusive, royalty-free, perpetual, royalty-free, transferable, irrevocable and sublicensable right to use the Content that the Subscriber publishes on the Platform or the Site.

Under this license, the Subscriber authorizes the Company to freely use all or part of the Published Content, to represent it, to distribute it and to reproduce it on the Platform.

The Company therefore remains free to distribute Subscriber Content in a promotional, advertising and lucrative framework, in particular through competitions or partnerships. This distribution may be done by any means.

Therefore, the Subscriber declares that:

- He is the owner of the Content published on the Platform or on the Site or through it, or that he is authorized to grant the rights and licenses mentioned in these T&Cs;
- The posting and use of Content on or through the Platform or Site does not infringe, misappropriate or violate the rights of any third party, including, but not limited to, privacy rights, publicity rights, copyrights, trademarks and other intellectual property rights.

ARTICLE 9: TECHNICAL PROVISIONS

The Services are provided as is and as available. The Company does not guarantee error-free, uninterrupted, punctual and secure provision of the Services, the Subscription offered via the Platform or the Site. The User's access to the Services may occasionally be suspended or limited to allow for repairs, maintenance, or to add a new feature or service. The Company will make its best efforts to limit the frequency and duration of these suspensions or limitations.

The Company is not bound by any obligation to provide personalized assistance, particularly technical assistance. The Company declines any express or implied guarantee, particularly concerning the quality and compatibility of the Platform or the Site with the use that Subscribers will make of it.

The Company does not guarantee any results or benefits in the use that will be made of the Services offered through the Platform or the Site.

The Company does not further guarantee that information and data circulating on the Internet are protected against such attacks or possible misappropriation.

The User/Subscriber declares that they acknowledge that the Content made available to them is protected by technical protection measures in order to prevent or limit, depending on the technologies available, the use of recordings not authorized by these T&Cs.

The User/Subscriber undertakes not to circumvent, in any way whatsoever, the said technical protection measures, in order to download the audio albums offered for sale, listen to them, or more generally in order to use the said audio albums for purposes not authorized by these T&Cs. The User/Subscriber declares that he/she acknowledges that knowingly infringing a technical protection measure exposes him/her, by application of the provisions of Article L. 335-4-1 of the French Intellectual Property Code, to the payment of a fine of 3,750 euros and that knowingly providing or proposing to others, directly or indirectly, means designed or specially adapted to infringe a technical protection measure is punishable by a prison sentence of six months and a fine of 30,000 euros.

The Company informs the User/Subscriber that it reserves the right to permanently block any access to the Platform or the Site to any User/Subscriber who has attempted to circumvent the technical protection measures implemented by the Company in order to prevent the downloading of audio albums.

ARTICLE 10: SECURITY

Subscribers undertake to take all reasonable precautions to preserve the confidentiality of their username and password allowing access to the Platform or the Site. In this regard, the Subscriber undertakes in particular to:

- Do not write down your username or password anywhere, under any circumstances, even in coded form;
- Always use your login details away from prying eyes and ears;
- Be careful not to enter your identifiers in front of third parties;

Subscribers are also strongly recommended to change, at regular intervals, the password required for access to the Platform or the Site, by accessing their Account, "*my account*" tab, "*my password*", then "*edit*".

When changing his password, the Subscriber must ensure that the password does not consist of easily identifiable combinations such as his surname, first name, date of birth, or those of a close relative (spouse, child, etc.), a password used for other purposes (in particular for personal messaging, etc.).

The Subscriber also undertakes not to store their identifiers on their computer, smartphone and/or digital tablet, nor to send them via unsecured transmission channels such as email or text messages.

The Subscriber is also responsible for deleting the information stored on his/her computer, smartphone and/or digital tablet after using the payment services, in particular deleting cookies and history or

deleting data stored in the cache memory.

The Internet is an open international telecommunications network that the Subscriber can access via a computer, smartphone or digital tablet. To access the Platform, the Site and the Subscription Services, the Subscriber must comply with the technical requirements (concerning equipment and software) as described in these T&Cs.

The Subscriber is required to take all necessary measures to ensure that the technical characteristics of his computer, smartphone, or digital tablet, as well as their software and internet subscription, allow him to access the Platform or the Site in complete security.

The Subscriber is fully responsible for the correct functioning of his computer equipment, as well as his connection to the Internet. As such, the Subscriber must ensure that this equipment does not present any problems or viruses and has sufficient security in order to prevent the risk of a third party gaining access to his Account and the data that this space contains.

The Subscriber must do everything possible to preserve this security. To this end, the Subscriber must ensure in particular that there is no risk that hostile programs or viruses will access and disrupt the Company's computer systems. In particular, the Subscriber must ensure the security of his computer, smartphone, digital tablet, by using and regularly updating anti-virus and anti-spyware software as well as a personal firewall.

The Subscriber assumes technical risks, particularly those related to a power cut, an interruption of connections, a malfunction or even an overload of networks or systems.

The Subscriber acknowledges that he must contact the internet access provider of his choice to access the internet, the Platform, the Site, the Subscription and the Services. In this context, the Subscriber acknowledges that it is up to him to choose his internet access provider and to set the terms of his relations with it.

The Company shall not be liable for risks relating to internet access and risks relating to the remote transmission of data by the Subscriber or to the Subscriber, in particular in the event of a conflict between the Subscriber and their internet access provider, in relation to the confidential/personal nature of the data transmitted, the cost of transmission, maintenance and interruptions of telephone lines and the internet network.

The Subscriber is responsible for using the Subscription Services in accordance with the technical requirements in accordance with the security instructions given by the Company.

Under normal conditions, the Subscription is accessible through the Platform.

The Subscriber must connect to the Platform and the Site for a limited period of time and agrees to disconnect as soon as he has finished using the Services. Since disconnection from the Platform or the Site is not automatic, once connected, the Subscriber remains connected to the Platform or the Site until he disconnects by clicking on the Platform disconnection indication or

of the Site.

The Company reserves the right to:

- Delete or remove any Content or information that the Company deems inappropriate;
- Without prejudice to legal action brought by third parties, personally exercise any legal action aimed at repairing the damages that the Company may have personally suffered as a result of breaches attributable to Subscribers under these T&Cs;
- Notify, where appropriate, the competent authorities, cooperate with them and provide them with all information useful for the investigation and repression of illegal or illicit activities, in accordance with the legislation in force.

ARTICLE 11: 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 Company's "Privacy Policy" in order 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 12: 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, 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 T&Cs, 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 13: ENTIRETY

The provisions of these T&Cs 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 T&Cs, as well as over any other provision appearing in the documents exchanged between the parties and relating to the subject of the T&Cs, except for an amendment duly signed by the representatives of both parties.

ARTICLE 14: NON-WAIVER

The fact that one of the parties to these T&Cs 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 15: 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 16: 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 17: ATTRIBUTION OF JURISDICTION – APPLICABLE LAW

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 Centre de Médiation et d'Arbitrage de Paris (CMAP) using the form available on the CMAP website (www.cmap.fr), by email (consommation@cmap.fr) or by post (CMAP – Service Médiation de la consommation, 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/>.