

General terms and conditions Electronic gift card

(Applicable version to may 02 2022)

These general terms and conditions (hereinafter referred to as the “Conditions”) are offered by Lunii (hereinafter referred to as the “Company”), a simplified joint stock company with capital 11,415 euros, whose registered office is 166 boulevard voltaire 75011 Paris France registered at the Paris Trade and Companies register under number 802 801 472 and represented by Maëlle Chassard president.

The company develops and sales on the Company’s website (hereinafter referred to as the “Site”) a sound reproduction device under the name “Mein Geschichtenerzähler” as well as numerous accessories intended for children, in order to tell stories and develop imagination, culture and vocabulary. The Company has a computer application called “Luniiistore” available at the following address : <https://lunii.com/de-de/luniiistore/> (hereinafter referred to as the “Platform(s)”) selling audio stories to be listened on “Mein Geschichtenerzähler”. The consumption of these audio stories are limited through the product “ Mein Geschichtenerzähler ”.

These conditions aim to define the general terms and conditions of the electronic gift cards (hereinafter referred to as the “e-gift card”) presented on the Platforms between the company and the customer (hereinafter referred to as the “Customer”) allowing the purchase of audio stories on the Platforms. The Conditions regulate all the necessary steps to order the e-gift cards and ensure the follow up on the order between the parties on the Platforms.

The company is the owner and publisher of the Platforms.

Before any use of the Platforms, the Customer must ensure that he has the technical and IT resources allowing him to access and use the Platform in a secure manner and to order the products offered by the Company via the selected Platforms. The Customer must also ensure that the IT configuration of his material / equipment is in good condition and does not contain viruses.

The Platforms are edited by the Company. They are hosted by Salesforce.com in. A Delaware corporation, headquartered at the Landmark@ One market, Suite 300, San Francisco California 94105 United States of America.

The director of the publication is Mrs. Maëlle Chassard.

It is possible to contact the Company at the following indicated at the top of this document or by using the contact form at the following address: <https://support.lunii.com/hc/en-us>

ARTICLE 1: APPLICATION AND OPPOSABILITY CONDITIONS

The purpose of these Conditions is to define the contractual and commercial relationships between the Company, on one hand, and any Client / recipient (hereinafter referred to as “recipient”) who purchases an e-gift card on the other hand.

The customer acknowledges that he can only proceed with the purchase of an E-gift card if the Customer fully accepts these Conditions as well as the terms and conditions of the various Platforms (hereinafter referred to as the “Contract”) that the Customer undertakes to respect. All of these documents constitute the Contract between the client and the Company,

with the exception of any other document. Thus the Customer declare to have read and accepted these Conditions and Contracts applicable to the purchase of an E-gift card.

The confirmation of the order of one or more E-gift cards (hereinafter referred to as the "Order") constitutes acceptance of these Conditions and the Contracts. These are regularly updated, the applicable Conditions are those in force on the Platform on the date of purchase of the E-gift card on one of the Platforms. The customer will be kept informed of changes to the Conditions by any means.

Any contrary condition imposed by the Customer would therefore, in the absence of express acceptance, be non-binding against the Company regardless of when it may have been brought to its attention.

The fact that the Company does not prevail over at a given time on the current Conditions, cannot be interpreted as a waiver of reliance of the said Conditions.

In the event that the Customer is not the user of the E-gift card, the Customer undertakes to inform the Recipient to accept these Conditions as well as the Contract.

ARTICLE 2: CONDITIONS TO PURCHASE AN E-GIFT CARD

The Client declares that he has the right to accept these Conditions and certifies that he is of legal age and that he is not the subject of a any legal protection measure for adults (legal protection, guardianship) in order to be able to proceed to an Order.

ARTICLE 3: CREATION OF AN ACCOUNT

Anyone wishing to place an Order on one of the Platforms must create a customer account (hereinafter referred to as the "Account"). To do this, the Client and Recipient must, when registering, provide the following information:

Email address;

Password;

If the Customer or the Recipient already has an account, the Customer or the Recipient must then identify themselves with their personal login information to complete their Orders.

The Company may request additional information in order to attest the Client or Recipient's identity. By accepting these Conditions, Customers and Recipients agree to send all of the mentioned information upon request. Otherwise, the Company will not be able to confirm the order.

The Client or the Recipient must inform the Company of the loss of their login information as soon as possible. Once informed, the Company will send a temporary password allowing one to choose a new password. The Company will nevertheless be able to verify the identity of the person making the request.

Usernames and passwords are strictly personal. The Client or the Recipient undertake to keep them confidential and not to disclose them to any third party. The Company do not accept any responsibility for any loss or misuse of this information.

The Customer agrees to create only one Lunii Account.

In the event that multiple Accounts are created by the Customer, the Company informs the Customer that it is not possible to merge two Lunii Accounts.

Thus, the Company shall not be obliged to provide assistance or maintenance, under these Conditions in the case of merging one Lunii Account into another Lunii Account.

ARTICLE 4: ORDERING A GIFT CARD

To order an E-gift card online, the Customer must follow the following steps:

Step 1: Page dedicated to purchase an E-gift card

Go to the page dedicated to E-gift cards

Step 2: Selection of the E-gift card Product and verification of the Order information

Select the E-gift card Product. The Customer must then specify the amount he wishes to allocate to this E-gift card (amount must be at least a minimum of 1€) and complete the form with the necessary information. When purchasing an E-gift card, the Customer has the choice between entering his personal email address or the Recipient's email address, the Customer then has the option of choosing to insert a personalized message to the Recipient. The customer guarantees and declares on his honor to be the holder of all rights or authorizations necessary for the use of the text. The client guarantees and declares on his honor that he holds the authorization of third parties to use any element protected by an intellectual property right and / or to make public information in the field of private life. If necessary, the Company reserves the right to require the client to present any third party authorization. The proposed text must in no case undermine good morals, respect for human dignity, the protection of minors and respect for any regulations applicable to public order. The Company reserves the right to refuse any text deemed by it to be in violation of these rules. The Company will not be responsible for the content of the personalized message entered by the Customer.

Step 3: Customer identification

The Customer checks his Order (number of E-gift cards, delivery address, amounts credited to the E-gift card(s), etc.). Then, the Customer confirms his choices by clicking on "Add to basket (with indication of the amount selected)" and provides information relating to the delivery by login into his Account.

Step 4: Summary and validation of the order by the Customer

- a. The Customer checks the information related to the delivery.
- b. In addition, the Customer can choose the time of sending the Recipient's E-gift card: on the same day of his Order, or on another date within a (1) month of the date of the Order. The Customer selects his means of payment to pay for his Order.
- c. The Customer reads and accepts the Conditions of E-gift cards and Contracts on the Platform where the Order is made.

d. The Customer confirms his order, after having checked all the elements constituting his order by clicking on the button "Pay" (with the indication of the amount to be paid) "

Once the order has been confirmed by the Customer and the payment step has been validated, a validation email is sent to the Customer, recalling the total amount of his Order (with details of the E-gift cards: card number, amount and sending date), and indicating that it has been correctly taken into account. A confirmation email is also sent to the Customer if the Customer has opted to send the E-gift card by email to a Recipient.

Step 5: Order shipment by the Company

After confirmation of the Order, the Customer or the Recipient (if the Customer has opted to send the E-gift card to a Recipient) receives an activation code (hereinafter referred to as the "Code"), for a single use limited in time, non-exchangeable and non-refundable (except in the cases referred to in these Conditions) by email enabling the E-gift card to be activated on the Account.

When placing the Order, the Customer will be asked to provide the email address of the E-gift card recipient

The Company cannot be held responsible for any data entry errors and the consequences which would result from them, namely in particular the non-delivery of the E-gift card by electronic means.

In addition, the Customer or Recipient is informed that the E-gift card may not be received in the following cases (without this list being exhaustive):

- The email spam filter blocked the email or redirected the message to the "SPAM" or "Junk Mail" folder.
- The firewall blocked the message.
- The email inbox has reached its size limit.
- Email address is invalid

Therefore, the Company cannot be held liable in the event of one of these cases occurring.

Step 6: Activation of the E-gift card and adding the amount of the E-gift card to the Account Balance of the Client or the Recipient

To activate the E-gift card, the Customer or Recipient must:

- Connect to the Account on one of the Platforms
- In the "My Account" section, the Customer or Beneficiary must go to the "Gift Card Balance" tab then click on the "Add a gift card" link and enter the Code received by email (before the end date of validity indicated in the email) and finally click on the button "Validate"

Once these steps have been completed by the Customer or the Recipient, the balance of the Customer's or Recipient's Account (hereinafter referred to as the "Balance") is credited with the amount indicated and paid by the Customer when placing the Order. The Balance includes the sum of E-gift cards available on the Client's or Recipient's Account.

ARTICLE 5: THE USE OF AN E-GIFT CARD

The Customer declares to make purchases of E-gift cards only for their personal use and in no case for commercial purposes, and in particular with no view to resale.

5.1: Possible purchase and Purchase restriction with an E-gift card

The E-gift card as well as the Balance associated with the latter is personal and is linked to the Account on which the Customer or the Recipient has activated the E-gift card.

The Balance associated with the Client's or Recipient's Account is restricted exclusively to the purchase of audio stories. Thus, the Client or the Recipient will not be able to use the Balance for the purchase of physical Products, including, without this list being exhaustive: Mein Geschichtenerzähler, Limited Editions of Mein Geschichtenerzähler, Octave headphones, Lunii Pouch, paper book, bundle with at least one physical Product or any other physical Product marketed in the future by the Company.

The Balance can be used in two cases:

- Either the amount of the Order is less than the Balance: the Customer or the Recipient will be offered to deduct from the amount of the Balance the sum corresponding to that of the amount of the Order
- Either the amount of the Order is greater than the amount of the Balance: the Customer or the Recipient will be invited to use the entire Balance to proceed with the payment of the Order. The Customer or the Beneficiary must then complete the payment for the Order by another means of payment accepted on the Platforms.

The Customer or Recipient will not be able to choose the amount of the Balance to be used when paying for the Order.

The Balance can be used only during the period of validity (hereinafter referred to as the "Validity") of the E-Gift Card, in one or more times (depending on the two cases described above) within the limit of the value of its content and its validity date.

Balance can be used during sales and audio story promotions.

5.2: Period of validity of the E-gift card

The validity period of an E-gift card is one (1) year from the date it is sent to the Customer or the Recipient.

At the end of its Validity, the E-gift card will no longer be usable and activation on the Account will no longer be possible. The remaining balance on the E-gift card will not be reimbursed if the Validity has expired nor in the event that the Card has not been used. The E-gift card will not be renewed or exchanged.

5.3: Duration of use of the Balance

Once the E-gift card has been activated by the Customer or the Recipient on the Account, the Balance is credited with the amount of the value of the E-gift card. The Balance can be used for a period of one (1) year from activation of the E-gift card. With each new activation of an E-gift card or a Gift Card, the period is extended to another year (1). At the end of this period, the Balance will no longer be usable on the Platforms. The Balance remaining on the

Account will not be reimbursed if the validity expired. The Balance will not be renewed or exchanged.

5.4: Place of purchase and use of the E-gift card and the Balance

The purchase and use of the E-gift card and its Balance is made solely and exclusively through the Platforms in the countries indicated in article 2 of these Conditions.

5.5: Activation of the E-gift card

The E-gift card can be activated (after connection to the Account) by the Customer or the Recipient on the Platforms in the "My Account" section, the Customer or the Recipient must go to the "Gift Card Balance" tab then click on the "Add a gift card" link and enter the Code received by email (before the expiry date indicated in the email) and then click on the "Validate" button.

5.6: Use of the Balance during an Order

The Balance is considered as a means of payment on the Platforms to exclusively purchase Audio Stories.

Before proceeding with an Order, the Customer or the Recipient must activate the E-gift card. Once this step has been completed, the Client's or Recipient's Account is credited with the amount of the E-gift card.

When paying for the Order, the Customer or Recipient has the option of using the amount available on the Balance as a means of payment for an Order (only for the purchase of audio stories).

If the amount of the Order is greater than the amount available on the Balance, the Customer or the Recipient can complete the payment of the Order by another means of payment accepted on the Platforms. Note: The Balance cannot be used for the purchase of an E-gift card.

To use the Balance available on the Account, the Customer or Recipient selects the Audio Story(s) they wish to purchase. They can access the summary of their Order at any time. The Order summary shows the list of Audio Stories that the Customer or the Recipient has selected, as well as any additional costs that are added to the price of the Order. The Customer or the Recipient has the option of modifying his Order and correcting any errors before accepting his Order. After having accessed the summary of his Order, the Customer or the Beneficiary selects the Balance as a means of payment (depending on the two cases provided for in article 5.1 of these Conditions) and confirms the acceptance of his Order by checking the Conditions box, before confirming his Order. The words "Order with payment obligation" or a similar formula without any ambiguity appears next to the Order confirmation icon in order to ensure that the Customer or the Recipient explicitly recognizes their obligation to pay for the Order. In addition, any Order containing a downloadable audio story, the Customer or the Recipient 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 the first title of this order on Mein Geschichtenerzähler, whichever happens first". The Customer or the Recipient

explicitly acknowledges having waived this right in the event of downloading audio stories on "Mein Geschichtenerzähler". After acceptance of the Conditions and validation of the Order with payment obligation, the contract is concluded between the Company and the Customer or the Recipient and binds them irrevocably. The Company then sends him an Order confirmation by email, including the elements of the summary of his Order. After having confirmed his delivery and billing details, the Customer or the Recipient proceeds to the payment of the Order.

ARTICLE 6: PAYMENT OF THE E-GIFT CARD

Any purchase of an E-gift card on one of the Platforms must be paid only by one of the payment methods accepted on the Platforms.

The payment method chosen by the Customer is debited immediately after confirmation of the Order.

The Customer guarantees the Company that the means of payment used is valid and is not the result of a fraudulent transaction.

In addition, the Company authorizes itself to suspend any Order if the financial organisation refused a payment authorization.

The Company is in no way a banking establishment and all collection services are provided by the companies Stripe or Paypal, approved partners specialised in online payment security. The Company therefore invites the Customer to read the general terms and conditions. It is up to Customers and Recipients to confirm that the services match their needs.

The transactions carried out through them are secured using SSL technology in order to reinforce all the jamming and encryption processes by optimising the protection of all personal data linked to this means of payment.

The banking information is directly communicated to the secure payment provider. The Company never has access to confidential information relating to means of payment.

However, the Company may ask for certain information in order to attest to the identity of the Client or the Recipient. By accepting these Conditions, the Customer agrees to transmit all the information requested.

The Customer guarantees the Company that he has the necessary authorisations to use the method of payment, when placing the Order.

The storage of communications, purchase orders and invoices are carried out on a reliable and durable tool. They can be used to prove the contract, if needed.

The Company reserves the right to suspend or cancel any execution and / or delivery of an Order, whatever its nature and level of execution, in the event of default of payment or partial payment of any sum that may be owed by the Customer 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 Platforms and the payment of an Order.

ARTICLE 7: REIMBURSEMENT AND GUARANTEES

7.1: Refund

The Customer has the possibility of exercising a right of withdrawal within 14 days from the validation of the Order, without having to justify himself or to pay penalties as long as the E-gift card has not been used by the Client or sent to the Recipient. The Customer will no longer be able to exercise his right of withdrawal when the E-gift card is sent by email. As the transaction is then final, no refund will be granted.

In accordance with Article L. 121-20-2 of the French Consumer Code, E-gift cards having been edited according to the Customer's specifications, and in particular those with a personalized message are expressly excluded from the right of withdrawal.

In addition, it is expressly agreed between the parties that any use of the E-gift card during the legal period of the right of withdrawal constitutes express and irrevocable acceptance of the waiver of the exercise of the right of withdrawal.

E-gift cards cannot be refunded (apart from the right of withdrawal explained below), resold, transferred for a consideration or exchanged for cash.

7.2: Guarantees

The E-gift cards sold on the Company's various Platforms are subject to the legal guarantee conditions provided for by articles L.217-4 and following of the French Consumer Code, and to the hidden defects guarantee provided for by articles 1641 and following of the French Civil Code.

7.2.1: Legal guarantee of conformity

Article L.217-4 of the French Consumer Code

"The Company is required to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. It also responds to any lack of conformity resulting from the packaging, assembly instructions or installation when this has been charged to it by the contract or has been carried out under its responsibility".

Article L. 217-5 of the French Consumer Code

: "To be in conformity with the contract, the good must:

1° 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 it presented to the buyer in the form of a sample or model;

- present the qualities that a buyer can legitimately expect given the public statements made by the Company, by the producer or by his representative, in particular in advertising or labeling;

2° Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the attention of the Company and which the latter has accepted”.

Article L.217-12 of the French Consumer Code provides: "Action resulting from lack of conformity expires two years after delivery of the goods "

7.2.2: Guarantee against hidden defects

Article 1641 of the French Civil Code

"The Company is bound by the guarantee for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use so much that the buyer would not have acquired it, or would have given a lower price, if he had known them. "

Article 1646 of the French Civil Code

"If the Company is unaware of the defects of the good, it will only be required to get the price back, and to reimburse the purchaser for the costs occasioned by the sale."

Article 1648 of the French Civil Code

"The action resulting from crippling defects must be brought by the purchaser within two years from the discovery of the defect "

If a Customer or a Recipient considers having received a Product that he considers to be defective or non-compliant, he must inform the Company, by a written complaint to customer service by completing the contact form at the following address: <https://support.lunii.com/hc/en/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 Customer or the Recipient to provide any justification as to the designation of the apparent defects and / or anomalies observed. The Client or the Beneficiary must give the Company every facility to establish these defects or non-conformities and to remedy them if necessary. He will refrain from intervening himself or involving a third party for this purpose.

If the defects and / or anomalies are confirmed by the Company, the latter will then send the Customer or the Recipient his instructions on how to proceed after having taken knowledge of the complaint thus formulated and, if necessary, will proceed with the replacement of the Product. for which the Company would have been led to note the lack of conformity, or the defect.

In the event that it is impossible to exchange the Product, the Company will be required to reimburse the Customer or the Recipient within thirty (30) days of receipt of the Product. The reimbursement will be made by the Company on the means of payment used by the Customer.

ARTICLE 8: CUSTOMER SERVICE

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

Customer Service is available Monday to Friday from 9 a.m. to 6 p.m. (UTC + 2) using the contact form at the following address: <https://support.lunii.com/hc/en-us>

ARTICLE 8: PERSONALIZATION OF THE E-GIFT CARD

The Customer has the option, before confirming the E-gift card Order, to personalise the E-gift card by writing a text to accompany the shipment to the Recipient.

Once the personalisation has been confirmed by the Customer, no modification will be possible.

The Customer guarantees and declares on his honor to be the holder of all rights has the necessary authorisations on the text. The Customer guarantees and declares on his honor that he holds the authorisation of third parties to use any element protected by an intellectual property right and / or to share public information that is in the public domain. If necessary, the Company reserves the right to require the Client to present any authorisation from third parties. The proposed text must in no case undermine good morals, respect for human dignity, the protection of minors and respect for any regulations applicable to public order.

The Company reserves the right to refuse any text deemed by it to be in violation of these rules. The Company reserves the right to remove any added personal content, at its sole discretion, with or without notice.

The customer undertakes to bear all the financial and non-financial consequences that may result from non-compliance with all of the preceding Conditions. In the event that the Company is sued in this respect by a third party, the Client undertakes to fully compensate it for the costs incurred (fine, legal fees, etc.), without prejudice to any recourse action that the Company could be brought to take action against the customer.

By adding content or information, the Customer irrevocably agrees to use, by the Company, this content in order to process it for the needs of the service.

ARTICLE 9: OBLIGATIONS OF THE CLIENT OR BENEFICIARY

The Client or Recipient undertakes to comply with the terms of these Conditions and all Contracts applicable to the various Platforms.

The Client or Recipient undertakes to use the various Platforms in accordance with the laws and regulations in force.

The Client or the Recipient agrees that he uses the Platforms only for his personal and non-commercial use, in accordance with these Conditions. In this regard, the Client or Recipient agrees to refrain to:

- use the Platforms in any illegal manner, for any illegal purpose or in any manner inconsistent with these Terms;
- sell, copy, reproduce, rent, lend, distribute, transfer or sub-license all or part of the content appearing on the Platforms or to decompile, reverse engineer, disassemble, modify, display in a form readable by the Client or the Recipient, attempt to discover any source code or use any software activating or comprising all or part of the Platforms;
- attempt to gain unauthorized access to the Platforms computer system or to engage in any activity that disrupts, decreases the quality or interferes with the performance or deteriorates the functionality of the Platforms;
- Use the Platforms for abusive purposes by intentionally introducing viruses or any other malicious program and attempting to gain unauthorized access to the Platforms;
- Infringe the intellectual property rights of the Company and / or to resell or attempt to resell the Products to third parties;
- Denigrate the Platforms, 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 Client or the Recipient does not comply with these Conditions, the Company may at any time, and at its sole discretion, remove its access to the Platforms and take all measures including any civil legal action. and criminal charges against him.

ARTICLE 10: RESPONSIBILITY

The Company implements all appropriate measures to ensure to Customers or Recipient the supply, under optimal conditions, of quality Products. However, the Company cannot under any circumstances be held liable for any non-performance or improper performance of all or part of the services provided for in the contract, which is attributable either to the Client or to the Recipient, or to the unforeseeable and insurmountable fact of a third party outside the contract, or a case of force majeure event. More generally, if the Company was held liable, it could under no circumstances agree to compensate the Client or the Recipient for indirect damage or the existence and / or the amount of which is not established by evidence. In no case will the Company's liability exceed the value of the sums it has received.

The Platforms may contain links to other sites not published 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 person, cannot and must not be interpreted as an express or tacit endorsement, by the Company, of the Platforms and of these elements nor of their contents.

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

It is expressly stipulated that the Company can in no case be held responsible, in any way whatsoever, in the event that the computer equipment or the electronic mail of the Client or the Recipient rejects, for example due to an anti-spam, e-mails sent by the Company, and in particular, without this list being exhaustive, a copy of the payment receipt, the summary of the Order and the shipping tracking email.

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

ARTICLE 11: INTELLECTUAL PROPERTY

All the elements of the Platforms are protected by copyright, trademark law, designs and / or all other intellectual property rights. These elements are the exclusive property of the Company. All of these rights are reserved for the whole world.

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

No title or right whatsoever to any element or software will be obtained by downloading or copying elements of the Platforms. The Client or the Recipient is formally prohibited from reproducing (except for their personal and non-commercial use), publishing, editing, transmitting, distributing, showing, removing, deleting, adding to the Platforms and to the elements and software they contain, nor modify them or carry out any work taking them as a basis, nor sell or participate in any sale in connection with the Platforms, the elements of the Platforms or any other software.

The Company grants Customers and Recipients a non-exclusive, non-transferable and non-sublicensable license to access the service for a personal and non-commercial use of the Platforms. This license is strictly personal and cannot be assigned or transferred to any third party whatsoever. The license is granted for the duration of use of the Platforms. The licenses granted by the Company will be terminated in the event of failure by the Client or the Recipient to comply with these Conditions or any Contract applicable to the Platforms.

Any use by the Client or the Recipient of the corporate names, brands and distinct signs belonging to the Company is strictly prohibited except in the event of the latter's express prior consent.

The Company owns all the applicable intellectual property rights related 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 Customer or the Recipient may not infringe in any way whatsoever on the Products and in particular use the Products in a manner inconsistent with their intended purpose and with the conditions set by the Conditions

ARTICLE 12: SECURITY

The Customer or the Recipient undertakes not to undermine the security of the Platforms. To this end, it undertakes not to carry out any fraudulent access and/or maintenance in the information system of the Platforms. The Client or the Recipient may not damage or hinder the information system of the Platforms either. If this is not the case, the Company may take any measure against it and, in particular, incur criminal liability under Articles 323-1 et seq. of the French Criminal Code.

ARTICLE 13: PERSONAL DATA

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

The User 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 French law "Informatique et Libertés n°78-17 du 6 Janvier 1978" relating to data processing, files and freedoms, and the European regulation 2016/679 of 27 April 2016 relating to personal data, you have the right to access, modify, rectify and delete data concerning you by contacting the Company at the following email address: mesdonnees@lunii.com

ARTICLE 14: TECHNICAL PROVISIONS

The services related to the use of the Platforms are provided as is and as available. The Company does not guarantee an error-free, uninterrupted and secure supply of the Platforms. It is not bound by any obligation to provide personalised assistance, particularly technical assistance. It declines any express or implicit guarantee, in particular concerning the quality and compatibility of the Platforms for the use that will be made of them.

Nor does the Company guarantee that the files transmitted by the Clients or Recipients cannot be subject to intrusion by unauthorised third parties or be corrupted or downloaded, or that the information and data circulating on the Internet are protected against such attacks or possible misappropriation.

ARTICLE 15: FORCE MAJEURE

Any event beyond the control of the Company and against which it could not reasonably guard constitutes a case of force majeure and as such suspends the obligations of the

Parties, such as, but not limited to: a strike or technical failure (edf, erdf, telecommunications operators, Internet access or hosting providers, Registrar, etc.), a stoppage in the supply of energy (such as electricity), a failure of the electronic communication network on which the Company depends and/or networks that would replace it.

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

ARTICLE 16: COMPLETENESS

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

ARTICLE 17: NON-RENUNCIATION

The fact that one of the Parties to these Conditions has not required the application of any clause, whether permanently or temporarily, shall in no case be considered as a waiver of the rights of this Party arising from the said clause.

ARTICLE 18: INVALIDITY

If one or more provisions of these Terms are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other provisions of these Terms shall retain all their force and scope.

If necessary, the Company undertakes to immediately remove and replace the said clause with a legally valid clause.

ARTICLE 19: TITLES

In case of difficulty of interpretation between the title and chapter of any of the articles and any of the clauses, the titles shall be deemed.

ARTICLE 20: APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These Conditions are governed by and interpreted in compliance with French law, irrespective of principles of conflict of laws.

In case of a dispute which may arise from or in connection with the interpretation and/or performance of this document or with respect to these general terms and conditions of use,

the parties undertake to exercise their efforts to settle out of court any disputes which may arise from these general terms and conditions of use.

Should any dispute arise between a User and the Company, the parties therefore agree to negotiate in all good faith to settle the dispute. If the parties fail to settle the dispute after at least thirty (30) business days of negotiations, the User can submit the dispute between the Company to a mediator free of charge. He will then contact the Paris Mediation and Arbitration Center (CMAP) using the form available on the CMAP website (www.cmap.fr), by email (consumption@cmap.fr) or by mail. postal service (CMAP - Service Médiation de la consommation, 39, avenue FD Roosevelt, 75008 PARIS), imperatively specifying the subject of the dispute and sending all the documents in the file, as indicated in the referral form. Any consumer who enters the CMAP must be able to prove that he has previously tried to resolve his dispute directly with the Company. Otherwise, the referral cannot be taken into account. The parties to the dispute remain free to accept or refuse recourse to mediation as well as, 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 are competent. The Company informs the Client that in accordance with article 14 of Regulation (EU) n ° 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement 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/>.