

**GENERAL TERMS AND  
CONDITIONS OF  
ONLINE  
SALE**

**LUNIISTORE**

(Applicable version to may 03, 2022)

These general terms and conditions of sale (hereinafter referred to as “**GTSS**”) are suggested by Lunii (hereinafter referred to as the “**Company**”), a simplified joint stock company with capital of 11,415 Euros, having its registered office at 166 boulevard voltaire 75011 Paris France, incorporated in the Register of Trade and Companies of Paris under number 802 801 472 represented by Ms Maëlle Chassard as president.

The Company owns and publishes the Luniistore computer application (hereinafter referred to as **the “Platform”**).

The Platform is published by the Company. It is hosted by Salesforce.com, inc., a company based in Delaware, having its registered office at The Landmark @ One Market, Suite 300, San Francisco, California 94105, United States of America.

The publishing manager is Ms Maëlle Chassard.

These General Terms and Conditions of Sale define the legal framework of relations between the Company and its customers (hereinafter referred to as the “**Customers**”). The Company and the Customer are also hereinafter together referred to as the “**Parties**” and individually as a “**Party**”

Before using the Platform, the Customer shall ensure that he/she has the technical and computer resources required to access and use the Platform in a secured manner and order the products offered by the Company via the Platform. The customer shall also ensure that the computer configuration of his/her hardware/equipment is in good condition and free of any virus.

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/requests/new>

## **ARTICLE 1: APPLICATION AND ENFORCEABILITY OF GTSS**

The Company develops a computer application selling of downloadable audio stories (hereinafter together referred to as “the **Products**”) for children to develop imagination, knowledge, and vocabulary. This application can be downloaded online. These stories are published by the Company and/or its subsidiaries. Story-listening is restricted via the product “My Fabulous Storyteller”, an interactive story-teller marketed by the Lunii company.

The purpose of these GTSS is to define all conditions under which the Company markets its Products as offered for sale to customers on the Platform. They therefore apply to any Order (hereinafter referred to as the “**Order**”) for Products placed on the Platform by the Customer.

The Customer states that he/she has read and accepted these GTSS before placing his/her Order.

Confirmation of the Order therefore implies that these GTSS are accepted. They are periodically updated; GTSS applicable are those which are effective on the Platform on the date when the Order is placed. The Customer will be given notice of any changes brought to the GTSS via any means.

Any conflicting condition set out by the Customer would therefore be unenforceable against the Company, whatever the moment when it may have been notified to the Company if not expressly accepted.

Any failure from the Company to rely upon any provision herein set out at a given time may not be interpreted as a waiver of its right to subsequently rely upon any provision herein set out.

## **ARTICLE 2: CREATION OF A CUSTOMER ACCOUNT – ORDER FOR PRODUCTS**

**2.1** Any person intending to place an Order on the Platform shall create a Customer account (hereinafter referred to as the “**Account**”). To do so, the Customer shall choose an identifier and a password.

When creating his/her Account, the Customer shall provide any information requested. On this point, the Customer undertakes to provide accurate, valid, updated and adequate information only and to give the Company notice of any change as may later affect them.

The Customer shall give the Company notice of any loss of his/her identifiers and password in a prompt manner. Once informed, the Company will notify new ones to the Customer.

The identifiers and password are strictly personal. The Customer undertakes to treat them with secrecy and not to disclose them to anyone. The Company disclaims any liability in the case of loss or misuse of such 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 GTs in the case of merging one Lunii Account into another Lunii Account.

**2.2** Products offered for sale will be described and presented as accurately as possible.

The Company will reserve the right of correcting the content of the Platform, in particular in order to adjust to Platform upgrades and to changes brought to the Company’s business via the offer of new Products, elimination or change of existing Products.

The Customer will select the Product(s) which the Customer would like to buy and may get access to his/her Order summary at any time.

The Order summary shows the list of Product(s) selected by the Customer, as well as any incidental costs in addition to the price of the Order. The Customer may change his/her Order and correct any errors before accepting the Order.

After getting access to the Order summary, the Customer will enter his/her bank details and confirm acceptance of his/her Order by ticking the box of acceptance of the GTs and by clicking on the Order acceptance icon. The indication “*Order with payment requirement*” or a comparable formula devoid of any ambiguity will be shown next to the Order acceptance icon to make sure that the Customer explicitly acknowledges his/her obligation to pay the Order.

The Customer should then click on the box “*I accept that my statutory right of withdrawal ends 14 days from now or once I start downloading the first title of this order on ‘My Fabulous Storyteller’, whichever happens sooner*”. The Customer expressly acknowledges that he/she has waived this right in the case that audio stories are uploaded on “My Fabulous Storyteller”.

After the GTs have been accepted and after the Order with required payment has been confirmed, the agreement will be validly entered into between the Company and Customer and will be irrevocably binding upon them. The Company will then send to him/her an Order confirmation by email, including the items contained in the Order summary.

After confirming his/her details for delivery and billing, the Customer will pay his/her Order based on the terms specified in Section 3 of these GTSs.

### **ARTICLE 3: PRICES – CONDITIONS OF PAYMENT OF THE ORDER**

**3.1** Prices are mentioned on the Platform in the descriptions of the various Products available in Euros, all tax included.

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

The total amount of the Order is stated in the Order summary before the Customer accepts these GTSs, confirms his/her Order, fills in and confirms his/her billing details and makes the payment. This total amount is stated all tax included.

The Order for Products on the Platform is payable in Euros. The payment should be made in full on the day of the Order by the Customer, by credit card except in the case of special terms of sale expressly accepted by the Customer and the Company.

The Seller is not, in any case, a banking institution and all cashing services will be delivered by Stripe, an approved partner specialised in online secured payment. The Seller therefore prompts Customers to carefully read their general terms of sale. Customers are responsible for ensuring that services are appropriate in view of their requirements.

Transactions made through them will be secured using an SSL encryption process to reinforce all jamming and encryption processes by optimising the protection of all personal data related to this mean of payment.

Bank information will be directly transferred to the secured payment service provider. The Company has no access to confidential information relating to means of payment.

However, the Seller may ask for certain information to ascertain the accuracy of the Customer's identity. By accepting these GTSs, the Customer accepts to transfer all information requested.

**3.2** The Customer guarantees to the Company that the Customer has authorisations required to use the mode of payment when placing the Order. Notices, purchase order forms and invoices will be recorded on a reliable and sustainable medium. They may be produced as supporting evidence of the agreement, as the case may be.

The Company will reserve the right of suspending or cancelling the fulfillment and/or delivery of any Order, whatever its nature and degree of fulfillment, in case of default in payment or partial payment of any sum due by the Customer to the Company, in case of non-payment, fraud or attempted fraud relating to the use of the Platform and payment of an Order.

### **ARTICLE 4: WITHDRAWAL**

In compliance with Section L.221-18, French law on consumer protection, the Customer will have fourteen (14) days from the date of receipt of the Product to exercise his/her withdrawal right to secure the repayment of Products bought, and will not have to produce supporting evidence or pay penalties.

In order to exercise his/her withdrawal right, the Customer shall notify to the Company at [help@lunii.com](mailto:help@lunii.com) :

- His/her name, email address, order number, date of order, reference of the item(s) concerned and date of receipt of item(s) concerned;
- as well as his/her withdrawal decision via a clear statement of his/her intention of withdrawing.

A withdrawal form is available for the Customer on the Website <https://www.lunii.fr>.

In compliance with Section L.221-28 of the French law on consumer protection, the withdrawal right may only be exercised for agreements relating to the supply of audio or video recordings or computer software when they have been unsealed by the consumer following delivery, or digital content not provided in tangible format, the fulfillment of which started after the express prior consent of the consumer and express waiver of his/her withdrawal right.

Products offered by the Company will not be taken back or exchanged when they have been downloaded on “My Fabulous Storyteller” by the Customer, except in case of any error for which the Company is responsible, including in case of delivery of Products which do not match the Customer’s Order.

If the withdrawal right is exercised within the period mentioned above, the price of the Product(s) purchased only will be paid back. The Company will make the reimbursement using the same means of payment as the one used for the initial transaction (except in case of express consent of the Customer so that he/she may use another payment means to the extent where the reimbursement does not result in any costs for the Customer).

The reimbursement will be made within thirty (30) days from the date of request from the Customer.

#### **ARTICLE 5: DELIVERY**

Once the service has been delivered, the Company will transfer to the Customer the outcome of the service. The Product will be delivered through downloading on the hard disk in the Customer’s computer or any other medium chosen by the Company.

If the Customer is unable to download the file, he/she shall necessarily report such problem to the Company by email.

#### **ARTICLE 6: CUSTOMER SERVICE**

For any enquiry, request for details or for any claim, the Customer shall contact, on a priority basis, the Platform Customer Service so that the latter may try to find a solution to the problem.

The Customer Service is accessible from Monday to Friday from 9:00 am to 06:00 pm (UTC+2h) using the following details:  
<https://support.lunii.com/hc/en-us/requests/new>

## **ARTICLE 7: LEGAL AND COMMERCIAL WARRANTIES**

All Products offered by the Company are subject to the legal guarantee of conformity as provided by the law, including Sections L.217-4 et seq. of the French consumer protection law, and warranty against latent defects as provided by Sections 1641 & 1648, first paragraph, French Civil Code.

Article L217-4 of the French Consumer protection law: "The Company is required to deliver goods in accordance 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 L217-5 of the French Consumer protection law: "To comply with the contract, the goods 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 it has presented to the Client in the form of a sample or model
- present the qualities that a Client can legitimately expect in view of the public statements made by the Company, by the producer or by his representative, in particular in advertising or labeling
- Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the Customer, brought to the attention of the Company and which the latter has accepted. "

Article L217-7 of the French Consumer protection law: "Lacks of conformity which appear within twenty-four months from the delivery of the goods are presumed to exist at the time of delivery, unless proven otherwise.

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

The Company can 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 protection law: "The Customer is entitled to demand that the goods conform to the contract. However, he cannot contest the conformity by invoking a defect that he knew or could not ignore when he contracted. "

Article L217-9 of the French Consumer protection law: "In the event of a lack of conformity, the Customer chooses between repair and replacement of the good.

However, the Company may not proceed according to the Customer's choice if this choice entails a manifestly disproportionate cost with regard to the other modality, taking into account the value of the good or the importance of the defect. He is then required to proceed, unless this is impossible, according to the method not chosen by the Customer.

Any product repaired within the framework of the legal guarantee of conformity benefits from an extension of the said guarantee of six months.

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 warranty. legal compliance. 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-compensation results from a decision taken by the Company. "

Article L217-10 of the French Consumer protection law: "If the repair and replacement of the good are impossible, the Customer can return the good and have the price returned or keep the good and have part of the price returned.

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 of the Buyer's complaint;

2 ° Or if this solution cannot be without major inconvenience for the latter taking into account the nature of the good and the use which it seeks.

The resolution of the sale cannot however be pronounced if the lack of conformity is minor. "

Article L217-12 of the French Consumer protection law: "The action resulting from the lack of conformity lapses two years after delivery of the goods. "

Article L217-16 of the French Consumer protection law: When the Customer requests the Company, during the course of the commercial guarantee which was granted to him during the acquisition or repair of movable property, a covered restoration 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 Customer's request for intervention or the provision for repair of the property in question, if this provision is subsequent to the request for intervention. "

Article 1641 of the French Civil Code: "The Company is bound by the guarantee for the hidden defects of the item sold which make it unfit for the use for which it is intended, or which reduce this use so much that the Customer would not have it. not acquired, or would have given a lower price, if he had known them. "

Article 1648 paragraph 1 of the French 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 Customer considers that he/she received a Product which he/she considers as defective or non-compliant, he/she shall give the Company notice thereof via a written claim filed with the Customer Service at the following email address: [help@lunii.com](mailto:help@lunii.com) specifying his/her details, the reference of the Product concerned, the problem noted (breakdown, missing part, product error, etc.) and the relevant order number.

The Customer will be responsible for providing any supporting evidence as to the description of apparent defects and/or faults noted. The Customer shall give the Company every opportunity to note these defects or non-conformities and remedy the same as the case may be. The Customer will refrain from taking action him/herself or from having a third party take action for that purpose.

If the defects and/or faults are confirmed by the Company, the Company will then send to the Customer its instructions on the procedure after being given notice of the claim so expressed and, as the case may be, will provide a substitute Product for the Product whose lack of conformity or defect would have been noted by the Company.

In the case where it would not be possible to exchange the Product, the Company shall give the Customer reimbursement within thirty (30) days following the date of receipt of the Product. Reimbursement will be made upon the suggestion of the Company by crediting the Customer's bank account and the Customer may opt for another reimbursement mode than the one which was suggested.

## **ARTICLE 8: CUSTOMER'S OBLIGATIONS**

The Customer undertakes to comply with the terms of these GTSS.

The Customer undertakes to use the Platform in a manner that complies with existing laws and regulations.

The Customer agrees that he/she will only use the Platform for his/her personal use, in compliance with these GTSS. On this point, the Customer agrees to refrain from:

- Using the Platform illegally, for any illegal purpose, or in any manner incompatible with these GTSS;
- Selling, copying, duplicating, renting, lending, distributing, transferring or sub-licensing all or any part of the content included in the Platform or decompiling, reverse engineering, disassembling, changing, displaying in a way that the Customer may read, trying to discover any source code or using any software program activating or including all or any part of the Platform;
- Trying to secure a non-authorized access to the computer system of the Platform or being



involved in any activity disturbing, impairing the quality of or interfering with performance or deteriorating the Platform functions;

- Using the Platform for abusive purposes by voluntarily introducing into it viruses or any other malware and trying to get unauthorised access to the Platform;
- Affecting the Company's intellectual property rights and/or reselling or trying to resell Products to third parties;
- Denigrating the Platform, Products and the Company in the social media and any other communication means.

If, for any reason whatsoever the Company considers that the Customer violates these GTSSs, the Company may at any time, at its sole discretion, delete its access to the Platform and take any measures including any civil and criminal legal action against the Customer.

## **ARTICLE 9: LIABILITY**

The Company will implement all actions to ensure that the Customer is provided with quality Products under optimum conditions. However, it may not, in any case whatsoever, have its liability incurred for any non-performance or poor performance of all any part of services as provided in the agreement for which the Customer may be responsible, or which may result from any unpredictable and insurmountable act from a third party not involved in the agreement, or from a case of force majeure. In general, should the Company's liability be incurred, it may not in any case whatsoever accept to give the Customer compensation for non-consequential damages or for any damages, the existence and/or quantum of which would not be substantiated by evidence.

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

The introduction of such links or any reference to any information, items or products supplied by a third party may not and should not be construed as the Company's express or implied approval of the Platform and these items or their content.

The Company is not responsible for the availability of the Platform and may not control the content thereof or validate advertising, products and other information disseminated on the Platform.

It is expressly stipulated that the Company may not in any case whatsoever be held liable in any way whatsoever in the event where the computer hardware or electronic messaging system of the Customers should reject the emails sent by the Company, e.g. as a result of an anti-spam system, including, without limitation, the copy of the payment ticket, Order summary and shipment tracking email.

The Customer is fully aware of the provisions of this section, including the warranties and liability restrictions mentioned above, which are of the essence, it being specified that the Company would never have entered into the agreement were it not for such conditions.

## **ARTICLE 10: INTELLECTUAL PROPERTY**

**10.1** All elements on the Platform are protected by the copyright, rights on trademark designs and models and/or any other intellectual property rights. These elements are the exclusive property of the Company. All these rights are reserved worldwide.

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

No title or right whatsoever to any element or software program may be obtained by downloading or

copying elements on the Platform. The Customer is formally prohibited from duplicating (except for his/her personal, non-commercial use), publishing, editing, transferring, distributing, displaying, removing, deleting or adding to the Platform and elements and software programs which it contains, or changing them or from carrying out any work using them as a basis, or selling or taking part in any sale in relation to the Platform, Platform components or any related software.

The Company will grant to the Customer a non-exclusive license to use the Platform. This license is strictly personal and may not in any case be assigned or transferred to any third party whatsoever. The license will be granted for the period of use of the Platform.

Any use by the Customer of corporate names, trademarks and distinguishing features owned by the Company is strictly prohibited, except in case of prior express consent from the Company.

**10.2** The Company holds all intellectual property rights applicable relating to Products offered or states, when a third party holds intellectual property rights thereto, that it secured from such third party the right to market or distribute Products.

On such point, the Customer may not tamper with the Products in any way whatsoever, in particular use the Products in a manner that is not appropriate in view of their intended purpose and of the conditions set out by the GTSs.

## **ARTICLE 11 : SECURITY**

The Customer undertakes not to interfere with the security of the Platform. For such purpose, the Customer undertakes not to get access to and/or hack the information system of the Platform. The Customer may not either interfere with or block the information system of the Platform. Otherwise, the Company may take any measure against the Customer, and in particular have his/her criminal liability incurred under Sections 323-1 et seq. of the Criminal Law.

## **ARTICLE 12: 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 Customer or the Recipient 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](mailto:mesdonnees@lunii.com)

## **ARTICLE 13: TECHNICAL PROVISIONS**

Services related to the use of the Platform are provided "as is" to the extent where they are available. The Company does not guarantee any supply free of any error, interruption, from time to time, or any secure supply of the Platform. It is not bound by any obligation of personal assistance – including technical assistance. It will disclaim any express or implied warranty – including with respect to the quality and compatibility of the Platform with the use to be made thereof.

The Company does not guarantee either that files transferred by the Customers may not be subject to intrusions from non-authorized third parties or may not be corrupted or downloaded or that information and data flows on the Internet are protected against such attacks or leakage as the case may be.

#### **ARTICLE 14: FORCE MAJEURE**

Any event beyond the control of the Company against which the Company could not reasonably protect itself is a case of force majeure and as such suspends the Parties' obligations, including, without limitation: pandemic, strike or technical breakdown (affecting electrical supplier, electrical network, telecommunications operators, Internet access or hosting service providers, Registrars, etc.), energy supply outage (e.g. electricity), breakdown of the electronic communications system used by the Company and/or any substitute networks.

The Company may not be held liable or considered as failing to comply with its obligations as provided in these GTSs for any non-performance related to a case of force majeure as defined by French law and case law, provided that it gives notice thereof to the other Party on the one hand, and that it exercises its best efforts to minimise the loss and perform its obligations as soon as possible after the case of force majeure has been brought to an end, on the other.

#### **ARTICLE 15: ENTIRE AGREEMENT**

The provisions of these GTSs represent the entire agreement made between the Customers and the Company. They will prevail over any offer or correspondence occurring before and after the execution hereof, and over any other provision shown in the documents exchanged between the Parties with respect to the purpose of the GTSs, except in the case of any amendment duly signed by the representatives of the two Parties.

#### **ARTICLE 16: NON-WAIVER**

Any failure from either Party hereto to enforce any clause either permanently or on a temporary basis may not in any case be considered as a waiver of the rights of this Party derived from this clause.

#### **ARTICLE 17: INVALIDITY**

If one or more provisions herein stipulated are held as invalid or declared as such pursuant to a law, to regulations, or following any decision which became final from a court having jurisdiction, the other stipulations of these GTSs will remain in full force and effect.

The Company undertakes to eliminate this clause and immediately substitute a legally valid clause for such clause, as the case may be.

#### **ARTICLE 18: HEADINGS**

In case of any problem of interpretation between the heading and chapter of any section and any clause, headings will be deemed to be non-written.

#### **ARTICLE 19: LAW APPLICABLE AND SETTLEMENT OF DISPUTES**

These GTSs are governed by and interpreted according to French law, irrespective of principles of conflicts 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](http://www.cmap.fr)), by email ([consumption@cmap.fr](mailto: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/>.