

# **GENERAL TERMS AND CONDITIONS OF USE**

## **LUNIISTORE**

(Applicable version to may 03, 2022)

Lunii is a simplified joint stock company with capital of 11,415 Euros, having its registered office located 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 (hereinafter referred to as the “**Company**”).

These General Terms and Conditions of Use (hereinafter referred to as the “**GTUs**”) define the legal framework applying to the use of the downloadable Luniistore computer application at <https://lunii.com/it-it/luniistore-scarica/> (hereinafter referred to as the “**Platform**”), designed and operated by the Company.

These GTUs also contain information relating to users’ rights and restrictions imposed upon these rights by laws or rules.

When using the Platform, as well as its services, the user unreservedly accepts these GTUs. The user therefore declares and acknowledges that he has read these General Terms of Use.

Each user should refer to the most recent version of these conditions, available at the following address: <https://lunii.com/it-it/note-legali/>

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

Ms Maëlle Chassard is the platform publishing director.

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: DEFINITIONS**

In these General Terms of Use, capitalised words or phrases have the following meanings:

- **Customer**: means any person buying Products via the Platform;
- **Account**: means the space accessible on the Platform, making it possible for Users to get access to all functions offered by the Company;
- **Content**: means any text, graphics, image, music, video or any other element which may be put online by a User;
- **Personal Data**: mean personal data within the meaning of European regulations on the protection of personal data collected, transferred or processed by the Company, making it possible to identify or make any individual identifiable;
- **Intellectual Property Right**: means all literary and artistic property rights (copyright and related right), industrial property rights (trademark, design and model and patent) as provided in the Intellectual Property Code and International Treaties;
- **Platform**: means the Luniistore computer application, downloadable at <https://lunii.com/it-it/luniistore-scarica/> available on Windows, Mac OS and Linux, published by the

Company, as well as all the Content created including, without limitation: 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;
- **Service(s)**: mean all functions, installations, uses, information, offers from partners and/or promotional offers or any other services accessible via the Platform.
- **User(s)**: mean any person having an Account and using the Platform or all or any part of Services offered by such Platform;

## **ARTICLE 2: PURPOSE AND SCOPE OF APPLICATION**

The Company develops a computer application offering the sale of audio stories intended for children, to tell them stories to develop imagination, knowledge and vocabulary. This application is downloadable online. These stories are published by the Company and/or its subsidiaries. Usage is restricted via the product “My Fabulous Storyteller”, an interactive story-teller marketed by the Lunii company.

When benefitting from Services offered by the Platform, Users state that they unreservedly accept these GTUs. Users therefore state and acknowledge that they have read and understood the provisions of these GTUs. At any time, if the User disagrees with any of the clauses of the GTUs, the User shall forthwith put an end to the use of the Platform and related Services.

These GTUs are available at any time, by clicking on a direct link located at the bottom of each page of the Platform.

Services offered by the Company are accessible on the Platform.

The Platform and its Services are accessible to any User having an access to the Internet. All costs related to the access to the Platform, whether costs for hardware, software or access to the Internet are exclusively payable by the User.

Access to the Platform or its Services may be limited to a maximum number of access occurrences and/or a period determined in a defined length of time.

The Company will reserve the right of designing all functions which it may consider appropriate.

## **ARTICLE 3: EFFECTIVE DATE – TERM**

These GTUs are applicable during the period of browsing and access to the Platform.

The Company will reserve the right of amending these GTUs at any time. The User will be given reasonable notice before the application of updated GTUs, unless amendments are due to legal or administrative obligations.

Any amendment will become effective from the date of publication thereof. The User accepts to be given notice of updated GTUs through the publication thereof on the Platform.

When continuing to use the Platform or getting access thereto after the effective date of updated GTUs, the User states that the User has carefully read updates and accepts all changes brought thereto. These GTUs govern any disputes as may arise before the effective date of updated GTUs.

The latest version of the GTUs available online on the Platform will prevail, as the case may be, over any other version of these GTUs.

#### **ARTICLE 4: CREATION OF AN ACCOUNT**

To get access to all the Platform functions, the User shall create an Account. Platform browsing and access to information published on the Platform are subject to registration on the Platform.

Upon each use of the Platform, the User should systematically enter his/her identifiers which should remain secret. These identifiers may not be transferred and the use thereof should be strictly personal. The User should ensure that his/her identifiers are not used and not likely to be used by third parties. On this point, the User undertakes to keep the various items constituting his/her identifiers separately.

By creating an Account, the User guarantees that the User will protect information relating to his/her Account and will be fully responsible for any use of his/her Account by the User or a third party.

When signing up, the User shall provide the following information:

- email address;
- password;

In order to validate his/her registration, the User shall tick the box showing the indication “I unreservedly accept the General Terms of Use” or a similar indication, as well as the box showing the indication “I agree to have my personal data processed”.

The Company may ask for some additional information to ensure that the User’s identity is true and accurate. By accepting these GTUs, Users accept to transfer all information mentioned above at the first request of the Company, otherwise, Services will not be accessible.

Once this information has been provided, the User will receive an electronic mail requesting a validation of his/her registration.

Once the Account has been created, the User has access to a dashboard to consult his profile and get access to his history of purchases, without limitation.

Once his/her account has been finally validated and in order to complement his/her profile, the User may be prompted to transfer the following information:

- Surname and forename;
- Name of the child;
- Electronic address;
- Billing country;
- Billing address;

The User undertakes to provide accurate personal information in line with reality and to systematically update such data via his/her profile or by giving the Company notice to guarantee relevance and accuracy throughout the use of the Platform. The User undertakes not to create or use other Accounts than the one initially created, by using either his/her own identity or a third party's identity.

The User agrees to create only one Lunii Account.

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

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

If the provisions of these GTUs are not known in detail, the Company will reserve the right of changing or terminating access to the Platform at any time, without notice, with no responsibility to the User.

The Company will also reserve the right to deleting any Content whatsoever on the Platform, for any reason whatsoever and without prior notice. However, the deleted Content may be retained by the Company in compliance with certain legal obligations.

## **ARTICLE 5: SERVICES**

The creation of an Account makes it possible for Users to get access to some functions available on the Platform, without limitation. In particular, these functions make it possible to:

- Get access to the Account data;
- Get access to the history of the Account-related purchases;
- Contact the Lunii support service;
- Associate no more than three "My Fabulous Storyteller" products to one Account, aside from any exceptions;
- Buy non-transferable audio stories, the use of which is restricted to the Account;
- Download audio stories purchased via the Account on the computer to be able to add them to one (or more) "My Fabulous Storyteller" device(s) associated to the Account and connected to the computer;
- Maintain a device associated to the Account and connected to the computer;
- Manage the content, adding or deleting audio stories, for a "My Fabulous Storyteller" product related to the Account and connected to the computer;
- View all Products available for the billing country selected by the User;
- Reset the Account password;

Services offered by the Company may change. The Company will reserve the right of offering any Services which it may deem appropriate in such a form and depending on functions and technical resources which it will consider as most appropriate to deliver such Services.

## **ARTICLE 6: PARTIES' OBLIGATIONS**

During the period when the Platform is used, the User undertakes to comply with existing laws and regulations and not to violate third parties' rights and public order. The User will be solely responsible for information transferred via the Platform. On this point, the Company's liability may not be incurred in any way whatsoever.

While the Platform and/or its Services are used, Users will refrain from:

- Slandering, insulting, harassing, stalking third parties, threatening, or violating third parties'

rights in any other way (such as rights relating to privacy and publicity);

- Downloading to the Company's servers, publishing, sending by email, transferring or making available in any other way items of any type whatsoever (electronic or non-electronic elements, written or non-written elements, etc.);
- Stealing the identity of another individual or legal entity, forging or deleting indications of copyright, legal indications, indications of property rights or texts relating to the origin or source of Services or any other elements on the Platform;
- Deleting notices relating to copyright, trademarks and property rights included in the Platform and/or its Services and/or related documents;
- Partly or fully preventing another User from getting access to or using the Platform; from using or benefiting from Services;
- Using the Platform or Services for illegal or forbidden purposes, or for purposes which may affect public order and/or good morals;
- Interfering with or interrupting the Platform and/or Services, or servers or networks connected to the Platform and/or Services, or violating the requirements, procedures, rules or regulations of connected networks;
- Using a robot, a spider, or any other device to collect, or index all or any part of the Platform and/or Services, or to collect information on Users for unauthorised purposes;
- Creating Accounts automatically or for wrong or fraudulent purposes;
- Promoting or providing instructions on illegal activities, or promoting physical or moral violence to a group or person;
- Promoting any religion or any religious activity;
- Offering any commercial promotion or preferential rates for any other company or service;
- Transferring viruses, worms, defects, Trojan horses or any other element of destructive nature or which may steal or reveal another User's data.

Users also undertake:

- Not to publish any inaccurate information;
- Not to adopt, when using the Platform, any behaviour which may (i) cause harassment to third parties or encourage third parties to be involved in harassment, (ii) encourage hatred, discrimination, racism, fanaticism and physical violence against individuals or groups of individuals, (iii) request funds for the financing of unlawful activities, (iv) represent or promote illegal activities or defamatory, insulting, obscene, threatening or slanderous behaviours as well as incorrect or misleading information, (v) promote or encourage any activity or project that may be criminal or give indications or instructions on how to encourage illegal activities, invasion of privacy, dissemination and the creation of computer viruses.

If the User fails to comply with any provision herein stipulated, the Company will reserve the right to:

- Suspend, delete or prevent any access to the user's Services – whether the user committed or was a party to the violation;
- Delete any Content fully or partly connected to the failure;
- Take any appropriate measures and bring any legal action;
- Give notice to, cooperate with and provide to authorities in charge all information needed to identify and crack down on illegal or unlawful activities, as the case may be.

## **ARTICLE 7: LIABILITY**

The Company may not be held liable for the Content published by Users on any medium or any Platform whatsoever and does not give any express or implied warranty on this point.

Users are responsible for their own use of the Platform and for the direct or indirect effects of such use only. They will be responsible for making any use thereof in compliance with existing regulations and with the C.N.I.L recommendations.

The Company is not aware of all the Content, messages and notices put online by Users in connection with the Services, but it can moderate, select, check or control them, where need be. However, in consideration of this Content and of these messages and notices, the Company will only take action as hosting service provider.

In addition, the Company is not bound by any obligation to preselect, control, or change information that was published. The Company may not be held responsible for choices made by the Users.

In no case may the Company, its subsidiaries or affiliated entities, or any of their employees, officers, directors, agents, dealers, partners, suppliers of third-party Content or licensor, respectively, or any of their officers, directors, employees or agents be held liable for any non-consequential, incidental, special, indirect or punitive damages resulting from or related to:

- The use of the Platform or Services;
- The incapacity to use the Platform or Services;
- The change or elimination of Content transferred via the Services; or
- These GTUs.

In no case whatsoever may the Company's liability in connection with the Services exceed the value of any amounts of money collected by the Company. The User agrees that any grievance derived from or related to the Platform or Services should be expressed within one (1) year from the date of the fact which generated the grievance, otherwise, rights may finally lapse because of said grievance. Considering that certain countries do not go as far as restricting the duration of an implied warranty, there is a possibility that all or any part of the restriction mentioned above may not be applicable.

In addition, the Company may not be held liable for any non-functioning, impossible access or malfunctioning of Services delivered by the Users' access providers, or Internet network services. The same will apply for any other reasons external to the Company. Indeed, though the Company exercises its best efforts to avoid any malicious use of the Platform, the Company may not be held liable for any damages resulting from the transmission of a virus or any other element which may contaminate computer hardware and programs.

## **ARTICLE 8: INTELLECTUAL PROPERTY RIGHT**

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

The Company is the exclusive owner of intellectual rights to the Platform, including all texts, comments, works, illustrations, videos and images, whether visual or audio, copied on the Platform, as well as databases of which it is the producer.

All these intellectual creations are protected by the laws on copyright, trademarks, patents, sui generis rights of databases and publicity rights worldwide.

On this point, as provided by the Law on Intellectual Property, the sole use of the Platform for a private use subject to different or even more restrictive provisions of this code is permitted.



Any other use represents an act of fraud punished under the law on Intellectual Property, save as may be previously authorised by the Company.

Any form of total or partial duplication, extraction and copying of the database produced and operated by the Company on the Platform is strictly forbidden without its prior consent in writing.

The Company does not own the Content published on the Platform. By using the Platform, the User grants to the Company a non-exclusive, fee-free, permanent, royalty-free, transferrable, irrevocable right which may be subject to a sub-license for the use of the Content which the User publishes on the Platform.

Under this license, the User permits the Company to freely use all or any part of published Content, represent, disseminate and copy such Content on the Platform.

The Company may therefore deliver Users' Content in a promotional, advertising and profitable context through giveaways or partnerships, without limitation. Such Content may be delivered via any means.

The User therefore states that:

- he/she owns the Content published on or through the Platform or that the User may grant the rights and licenses mentioned in these GTUs;
- the publication and use of the Content on or through the Platform do not infringe upon, misuse or violate third parties' rights, including, without limitation, rights to privacy, publicity rights, copyright, trademarks and other intellectual property rights.

## **ARTICLE 9: TECHNICAL PROVISIONS**

Services will be provided "as is" to the extent where they are available. The Company does not guarantee that any delivery of Services offered via the Platform will be free of any error, of any interruption from time to time, or that it will be secure.

The Company is not bound by any obligation of personal assistance – including technical assistance. The Company disclaims any express or implied warranty, including with respect to the quality and compatibility of the Platform with the use thereof to be made by Users.

The Company does not guarantee any outcome or profit in the subsequent use of Services offered through the Platform.

Also, the Company does not guarantee that the information and data found on the Internet are protected against such attacks or misuses as the case may be.

## **ARTICLE 10: SECURITY**

Users undertake to take all reasonable precautions to preserve the confidentiality of their identifier and password to get access to the Platform. On this point, the User undertakes, without limitation:

- Not to write anywhere, in any case whatsoever, his/her identifier or password, even in a coded way;

- To always use his/her identifiers away from prying and indiscrete eyes and ears;
- To avoid composing his/her identifiers in front of third parties;

Users are also strongly recommended to periodically change the password required to get access to the Platform, by getting access to their Accounts, tab “*my account*”, “*my password*”, and then “*edit*”.

When changing his/her password, the User shall ensure that the password is not made up of combinations that are easily identifiable, such as his/her last name, first name, date of birth or those of a relative (spouse, child, etc.), a password used for other purposes (including for a personal messaging system etc.).

The User also undertakes not to store on his/her computer, smartphone and/or digital tablet his/her identifiers, and not to send them via non-secure transfer channels such as electronic mail, sms.

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

Internet is an open international telecommunications network to which the User may get access through a computer, smartphone or digital tablet. To get access to the Platform and to Services, the User shall comply with technical requirements (concerning equipment and software) as described in these GTUs.

The User shall take all measures required to make sure that the technical specificities of his/her computer, smartphone, or digital tablet as well as their software and Internet contract make it possible for the User to get access to the Platform in all safety.

The User is fully responsible for the proper operation of his/her computer hardware as well as his/her connection to the Internet. On this point, the User shall make sure that this hardware is not affected by any problem or virus and is sufficiently safe to prevent the risk that a third party may get access to his/her Account and to the data which this space contains.

The User shall exercise his/her best efforts to preserve this security. For that, the User shall ensure in particular that there is no risk that hostile programs or viruses may get access to and disturb the computer systems of the Company. In particular, the User shall make sure that his/her computer, smartphone, digital tablet are safe, using and regularly updating anti-virus and anti-spy software as well as a personal firewall.

The User will assume technical risks, in particular those related to any power outage, interruption of connection, malfunction or overloaded networks or systems.

The User acknowledges that the User shall get in touch with the Internet access provider of his/her own choosing to get access to the Internet, to the Platform and to Services. In this context, the User acknowledges that the User is responsible for choosing and for determining the conditions of his/her relations with his/her Internet access provider.

The Company may not be held responsible for risks relating to getting access to the Internet and risks relating to remote data forwarding by or to the User, including in case of dispute between the User and his/her Internet access provider in relation with the confidential/personal character of data transferred, the cost of transfers, maintenance and interruptions of phone lines and Internet network.

The User is responsible for using the Services in compliance with technical requirements, in line with safety instructions given by the Company.

Under regular circumstances, Services are accessible through the Platform.

The User shall log on to the Platform for a limited period of time and undertakes to sign out as soon as the User has stopped using the Services. As signing out the Platform is not automatic, after signing in, the User will remain connected to the Platform until said User signs out by clicking on the indication "sign out" on the Platform.

The Company will reserve the right of:

- Eliminating or withdrawing any Content or information as the Company may consider inappropriate;
- Personally bringing any legal action to remedy any losses which the Company may have personally suffered as a result of defaults for which Users are responsible under these GTUs without prejudice to legal actions brought by third parties;
- Giving notice to authorities in charge as the case may be, collaborating with them and giving them any information needed to identify and crack down on illegal or unlawful activities, in compliance with existing laws.

#### **ARTICLE 11: 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/it-it/note-legali/>

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 12: FORCE MAJEURE**

Any event beyond the control of the Company against which it could not reasonably take any protective measures is a case of force majeure and as such will suspend the parties' obligations, including, without limitation: pandemic, any strike or technical breakdown (energy or power outage, breakdown affecting any telecommunications provider, Internet access or hosting providers, etc.), energy supply shutdown (including electricity), breakdown in electronic communications network used by the Company and/or any substitute networks.

The Company may not be held liable or considered as having failed to comply with its obligations as provided in these GTUs, for any default 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 13: ENTIRE AGREEMENT**

The provisions of these GTUs represent the entire agreement made between the Users and the Company. They will prevail over any offer, correspondence before and after the date of execution

hereof, and over any other provision stipulated in documents exchanged between the parties with respect to the purpose of GTUs, save if an amendment was duly signed by the representatives of the two parties.

#### **ARTICLE 14: NON WAIVER**

Any failure from either party to these GTUs to enforce any clause whatsoever, either permanently or temporarily, may not, in any case whatsoever, be considered as a waiver of this party's rights as stipulated in this clause.

#### **ARTICLE 15: INVALIDITY**

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

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

#### **ARTICLE 16: HEADINGS**

In the event of any problems of interpretation between the heading and chapter of any section and any of the clauses, headings will be deemed to be non-written.

#### **ARTICLE 17: JURISDICTION – LAW APPLICABLE**

These GTUs 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](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/>.