

TERMS & CONDITIONS OF ONLINE SALE

MOBILE APPLICATION

(Applicable version from may 03, 2022)

These Terms & Conditions of online Sale (hereinafter referred to as the "**T&C**") are proposed by Lunii (hereinafter referred to as the "**Company**"), a simplified joint-stock company with a capital of 11,415 euros, whose registered office is 166 boulevard Voltaire, 75011, Paris, France, registered with the Paris Trade and Companies Register under number 802 801 472 and represented by Mrs. Maëlle Chassard, in his capacity as President.

The Company is the owner and publisher of the Lunii mobile application (hereinafter referred to as **the "Platform"**).

The Platform is published by the Company. It is hosted by Google Firebase headquartered at 22 4th Street Suite 1000, San Francisco, California 94103, United States of America.

The director of the publication is Mrs. Maëlle Chassard.

These T&C define the legal framework of the relations established between the Company and its customers (hereinafter referred to as the "**Customers**"). The Company and the Customers are also hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

Before any use of the Platform, the Customer must ensure that he has the technical and IT means to access and use the Platform securely and to order the products offered by the Company via the Platform. The Customer must also ensure that the computer configuration of his hardware/equipment is in good condition and does not contain viruses .

It is possible to contact the Company at the address indicated at the head hereof, or by using the contact form at the following address <https://support.lunii.com/hc/fr/requests/new>

Each user should refer to the most recent version of these terms, available at the following address : <https://lunii.com/en-nl/terms-of-use/>

ARTICLE 1 : APPLICATION AND ENFORCEABILITY OF THE T&C

The Company develops and markets a mobile application called "Lunii" offering the sale of downloadable audio stories (hereinafter referred to together as "**the Products**") for children, in order to develop the imagination, the culture and vocabulary. This application can be downloaded online on mobile application download platforms. These stories are published by the Company and/or its subsidiaries. Their listening is restricted via the product " My Fabulous Storyteller ", an interactive storyteller develop by the company Lunii SAS.

This application is free to download online on application download platforms (Google Play / App Store).

In order to use the Platform and access the Content, the Customer must (1) meet the age requirements : Must be at least 18 years old, 13 years old the agreement of a parent or guardian, (2) have the capacity to enter into a binding contract with the Company and not be prohibited from doing so under any applicable law, and (3) be a resident of a country where the Platform is available.

The Customer also undertakes to ensure that any registration information that will be

transmitted to the Company is accurate, faithful and exhaustive, and to ensure that this is the case at all times.

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

The Customer declares to have read and accepted these T&C before placing his Order.

The validation of the Order therefore implies acceptance of these T&C. These are regularly updated, the applicable T&C are those in force on the Website or the Plateform on the date of placing the Order. The Customer will be kept informed of changes relating to the T&C by any means.

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

The fact that the Company does not avail itself at a given time of any provision of these T&C, can not be interpreted as a waiver to subsequently avail itself of any provision of these T&C.

The Platform and its Services are accessible to any Customer with internet access. All costs related to access to the Platform, whether hardware, software or internet access costs are exclusively the responsibility of the Customer.

Access to the Platform or its Services may be limited to a maximum number of accesses and/or a fixed period within a defined period of time.

The Company reserves the right to create any features it deems useful.

ARTICLE 2 : ENTRY INTO FORCE - DURATION

These T&C are applicable throughout the duration of navigation and access to the Platform.

The Company reserves the right to modify these T&C at any time. Unless the amendments are due to legal or administrative obligations, the Customer will have reasonable notice before the implementation of the updated T&C.

Any changes will take effect from the date of their publication. The Customer agrees to be notified of the updated T&C by their publication on the Platform.

By continuing to use the Platform or by accessing it after the effective date of the updated T&C, the Customer declares to have read the updates and accepts all the changes made to them. These T&C govern any conflicts that may arise before the effective date of the updated T&C. The latest version of the T&C available online on the Platform will prevail, if necessary, over any other version of these T&C.

ARTICLE 3: ACCESS TO THE PLATFORM - CREATION OF AN ACCOUNT - ORDER OF PRODUCTS

3.1 To access all the functionalities of the Platform, the Customer must have an Account. When he has a Luniistore account (or Lunii account), the User will access the functionalities of the Platform using the identifiers of his Luniistore account. Otherwise, the Customer must create an Account, which will be automatically associated with his Luniistore account.

The purchase and management of his Account on the Platform are subject to registration on the Platform.

During each purchase on the Platform, the Customer must systematically enter his identifiers that he must keep secret.

These identifiers are non-transferable and for strictly personal use. The Customer must ensure that his identifiers are not used or likely to be used by third parties. As such, he undertakes to keep the various elements composing his identifiers separately.

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

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

The Customer, when registering, must provide the following information:

- Address e-mail ;
- Password.

In order to validate his registration, the Customer must tick the box with the mention "I unreservedly accept the General Terms and Conditions of Use and Sale" or a similar mention as well as the box with the mention "I accept the privacy policy". This obligation also applies to the Customer who accesses the functionalities of the Platform using the identifiers associated with his Luniistore account already created before.

The Company may request certain additional information in order to attest to the reality of the Customer's identity. By accepting these T&C, Customers agree to transmit all the aforementioned information at the first request of the Company. Otherwise, the Services will not be accessible. Once this information has been filled in, the Customer will receive an email asking him to validate his registration. Once his Account has been definitively validated and in order to complete his profile, the Customer may be invited to transmit the information relating to his name and surname. The Customer undertakes to provide accurate and reality-compliant personal information and to update it systematically, through his profile or by notifying the Company, in order to guarantee its relevance and accuracy throughout the use of the Platform. The Customer undertakes not to create or use, under his own identity or that of a third party, other Accounts than the one initially created.

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 T&C in the case of merging one Lunii Account into another Lunii Account.

In the event of a breach of the provisions of these T&C, the Company reserves the right to modify or terminate access to the Platform at any time, without notice and without liability to the Customer. The Company also reserves the right to remove any Content from the Platform, for any reason whatsoever and without prior notice. However, the deleted Content may be retained by the Company in connection with compliance with certain legal obligations.

3.2 The Products offered for sale are described and presented with the highest possible accuracy.

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

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

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

After accessing the summary of his Order, the Customer enters his bank details and confirms the acceptance of his Order by ticking the validation box of the T&C, then by clicking on the validation icon of the Order. The mention "Order with payment obligation" or an unambiguous similar formula appears next to the Order validation icon to ensure that the Customer explicitly acknowledges his obligation to pay the Order.

As part of an Order including the purchase of audio history, the Customer must also click on the box "I accept 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 "My Fabulous Storyteller", whichever happens first". The Customer explicitly acknowledges having waived this right in the event of downloading audio stories on "My Fabulous Storyteller".

After acceptance of the T&C and validation of the Order with payment obligation, the contract is validly concluded between the Company and the Customer and irrevocably binds them. The Company then sends him an Order confirmation by e-mail, containing the elements of the summary of his Order.

After validating his delivery and billing details, the Customer proceeds to the payment of his

Order according to the terms specified in Article 4 of these T&C.

ARTICLE 4 : PRICES – CONDITIONS OF PAYMENT OF THE ORDER

4.1 The prices are mentioned on the Platform in the descriptions of the various Products available, in euros all taxes included.

Prices include value added tax (VAT) applicable on the day of the Order. Any change in the applicable VAT rate will be automatically reflected in the price of the Products offered for sale on the Site excluding participation in shipping costs, which are invoiced in addition.

The selling prices of the Products may be modified by the Company at any time. The prices applicable to an Order are those indicated to the Customer during the summary preceding the conclusion of the Order by the Customer.

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

In case of unavailability of an ordered Product, the Customer is informed by email. He may at any time withdraw and obtain the reimbursement of the sums paid.

The total amount of the Order is indicated in the summary of the Order, before the Customer accepts these T&C, validates his Order, fills in and validates his delivery and billing details and proceeds to payment. This total amount is indicated in all taxes included.

The Order of the Products on the Platform is payable in euros. The full payment must be made on the day of the Order by the Customer, by credit card except special conditions of sale expressly accepted by the Customer and the Company.

The Company is in no way a banking institution and all collection services are provided by Stripe, an approved partner specialized in securing online payments. The Company therefore invites Customers to read their general conditions of sale. It is the Customers' responsibility to verify the suitability of the services for their needs.

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

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

However, the Company may request certain information in order to attest to the reality of the Customer's identity. By accepting these T&C, the Customer agrees to transmit all the information requested.

4.2 The Customer guarantees to the Company that he has the necessary authorizations to use the payment method, when placing the Order. The archiving of communications, purchase

orders and invoices is carried out on a reliable and durable medium. They may be produced as proof of the contract, if applicable.

The Company reserves the right to suspend or cancel any execution of an Order, regardless of its nature and level of execution, in the event of non-payment or partial payment of any sum due 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 Platform and the payment of an Order.

ARTICLE 5 : DELIVERY

Once the service has been performed, the Company will transmit to the Client the result of the service. The Product will be delivered and possible by way of download on the Luniistore computer application via the Customer's Luniistore account or any other medium chosen by the Company. No listening or downloading of the Order will be possible on the Platform.

If the Customer is unable to download the file, he must imperatively report this difficulty by e-mail to the Company.

The Products offered by the Company are neither taken back nor exchanged when they have been uploaded to "My Fabulous Storyteller" by the Customer, except in the event of an error attributable to the Company, in particular in the event of delivery of Products that do not correspond to the Customer's Order.

ARTICLE 6 : CUSTOMER SERVICE

For any request, for information, clarification or for any complaint, the Customer 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 accessible from Monday to Friday from 9 a.m. to 6 p.m. (UTC+2 a.m.) using the contact form at the following address :

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

ARTICLE 7: LEGAL GUARANTEES

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 address: <https://support.lunii.com/hc/fr/requests/new> 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 : OBLIGATIONS OF THE CUSTOMER

The Customer undertakes to comply with the terms of these T&C.

The Customer undertakes to use the Platform in accordance with the laws and regulations in force.

The Customer agrees that he uses the Platform only for his personal use, in accordance with these T&C. In this regard, the Customer agrees to refrain from:

- To use the Platform in any illegal way, for any illegal purpose or in any way incompatible with these T&C ;
- To sell, copy, reproduce, rent, lend, distribute, transfer or sublicense all or part of the content appearing on the Platform or to decompile, reverse engineer, disassemble, modify, display in form readable by the Customer, attempt to discover any source code

- or use any software activating or including all or part of the Platform ;
- Attempt to gain unauthorized access to the Platform's computer system or engage in any activity that is disruptive, diminishes quality, or interferes with performance or impairs the functionality of the Platform ;
- To use the Platform for abusive purposes by voluntarily introducing viruses or any other malicious program and to attempt to gain unauthorized access to the Platform ;
- To infringe the Company's intellectual property rights and/or to resell or attempt to resell the Products to third parties;
- To denigrate the Platform, the Products as well as the Company on social networks and any other means of communication.

If, for any reason, the Company considers that the Customer does not comply with these T&C, the Company may at any time, and at its sole discretion, remove his access to the Platform and take all measures including any civil and criminal legal action against him.

ARTICLE 9 : INTELLECTUAL PROPERTY

" Lunii " is a trademark registered with the INPI under the number 4523893.

10.1 All elements of the Platform are protected by copyright, trademark law, designs and models and / or any 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 Platform 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 Platform. It is strictly forbidden for the Customer to reproduce (except for his personal and non-commercial use), publish, edit, transmit, distribute, show, remove, delete, add to the Platform and the elements and software it contains, nor modify them or perform any work by them. based on, neither sell nor participate in any sale in connection with the Platform, the elements of the Platform or any software relating thereto.

The Company grants the Customer a non-exclusive license to use the Platform. This license is strictly personal and may not be assigned or transferred to any third party under any circumstances. The license is granted for the duration of use of the Platform.

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

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

As such, the Customer may not infringe in any way whatsoever the Products and in particular to use the Products in a manner that does not comply with their purpose and the conditions set by the T&C.

ARTICLE 10 : SECURITY

The Customer undertakes not to undermine the security of the Platform. To this end, he undertakes not to proceed with any fraudulent access and/or maintenance in the Information System of the Platform. The Customer may also not harm or hinder the information system of the Platform. Failing this, the Company may take any measure against it and in particular engage its criminal liability under articles 323-1 and following of the French Penal Code.

ARTICLE 11: TECHNICAL PROVISIONS

The services related to the use of the Platform are provided as is and to the extent of availability. The Company does not guarantee an error-free, punctual and secure supply of the Platform. It is not bound by any obligation of personalized assistance, in particular technical assistance. It disclaims any express or implied warranty, in particular concerning the quality and compatibility of the Platform for the use that will be made of it.

ARTICLE 12 : FORCE MAJEURE

Any event beyond the control of the Company and against which it could not reasonably protect itself constitutes a case of force majeure and suspends as such the obligations of the Parties , such as, for example, without this list being exhaustive: pandemic, a strike or a technical breakdown (edf, erdf, telecommunications operators, Internet access or hosting providers, Registrars, etc.), a cessation of energy supply (such as electricity), a failure of the electronic communication network on which the Company depends and/or the networks that would replace it.

The Company cannot be held responsible, or considered to have failed in its obligations provided for in these T&C, for any non-performance related to a case of force majeure as defined by French law and jurisprudence, provided that it notifies it to the other Party on the one hand, and that it does its utmost to minimize the damage and perform its obligations as soon as possible after cessation of the case of force majeure on the other hand.

Article 13: PROTECTION OF 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/en-nl/terms-of-use/>

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

ARTICLE 14 : INTEGRALITY

The provisions of these T&C express the entire agreement concluded between the Customers and the Company. They prevail over any proposal, exchange of letters before and after the conclusion of the present, as well as any other provision contained in the documents exchanged between the Parties and relating to the subject matter of the T&C, except addendum duly signed by the representatives of both Parties.

ARTICLE 15 : NON-WAIVER

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

ARTICLE 16 : NULLITY

If one or more provisions of these T&C are held to be invalid or declared as such in application of a law, a regulation or following a decision that has become final by a competent court, the other stipulations of these T&C will retain all their force and scope.

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

ARTICLE 17 : TITLES

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

ARTICLE 18: JURISDICTION - APPLICABLE LAW

These T&C shall be governed by and construed in accordance with French law, without regard to the principles of conflict of laws.

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

Thus, in the event of a dispute between a User and the Company, the parties agree to negotiate in good faith the settlement of the dispute. If the parties fail to settle the dispute after at least thirty (30) working days of negotiation, the User may submit the dispute between him and the Company to a mediator free of charge. He will then contact the Centre de Médiation et d'Arbitrage de Paris (CMAP) using the form available to him on the CMAP website (www.cmap.fr), by e-mail (consommation@cmap.fr) or by post (CMAP – Service Médiation de la consommation, 39, avenue F.D. Roosevelt, 75008 PARIS), specifying imperatively the subject of the dispute and sending all the documents in the file, as indicated in the referral form. Any consumer who refers the matter to the CMAP must be able to prove that 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 and, in the event of recourse to mediation, to accept or refuse the

solution proposed by the mediator. In the absence of an amicable resolution of the dispute, only the French courts are competent. The Company informs the Client that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court 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/>.