

GENERAL TERMS AND CONDITIONS OF ONLINE SALE

LUNII

(22 July 2019 Version)

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 10,799 Euros, having its registered office at 16/18 rue Dubrunfaut, 75012, Paris, France, incorporated in the Register of Trade and Companies of Paris under number 802 801 472.

The Company owns and publishes the Website <https://www.lunii.fr> (hereinafter referred to as **the “Website”**).

The Website is published by the Company. It is hosted by Salesforce.com, inc., a company based in Delaware, with capital of \$128 billion, 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 Website, the Customer shall ensure that he/she has the technical and computer resources required to use the Website and order the products offered by the Company via the Website, and that his/her browser provides a secured access to the Website. The customer shall also ensure that the computer configuration of his/her hardware/equipment is in good condition and free of any virus.

The Company may be contacted at the address hereinabove stated or by sending an email at the following address: help@lunii.com.

ARTICLE 1: APPLICATION AND ENFORCEABILITY OF GTSs

The Company develops and markets on its Website a sound reproducing apparatus under the name “My Fabulous Storyteller” as well as many accessories (hereinafter together referred to as “**the Products**”) intended for children to tell them stories to develop imagination, culture and vocabulary.

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 Website. They therefore apply to any Order (hereinafter referred to as the “**Order**”) for Products placed on the Website 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 Website 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 Website 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.

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 Website, in particular in order to adjust to Website 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 GTSs 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.

After the GTSs 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 Website 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 Website, the Products will be considered as available.

If any Product ordered is not available, the Customer will be given notice thereof by email. The Customer may withdraw at any time and obtain a repayment of monies paid.

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 Website 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 Monetico and Paypal, as approved partners 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 those means 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 authorizations 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 Website 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.

Products will not be taken back or exchanged once unsealed by the Customer, except in case of errors for which the Company is responsible, including in case of delivery of Products which do not match the Customer's Order.

In order to exercise his/her withdrawal right, the Customer shall notify to the Company at 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.

Returns shall be made to the Company or any person appointed by the Company in their initial condition, complete with any packages or accessories, without limitation, so that they may be offered for sale again in like-new condition, with the purchase bill. Any damaged, soiled or incomplete Products will not be taken back. Please note that in case of withdrawal after the Product(s) have been used, the Customer's liability will be incurred, with respect to the impaired value of the property resulting from any handling other than any required handling. According to the European Commission, such handling will mean any handling made by a consumer in a store, for goods offered for sale.

If the withdrawal right is exercised within the period mentioned above, the price of the Product(s) purchased and delivery costs only will be paid back. Return costs will be payable by the Customer. 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 from 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 fourteen (14) days from the date of receipt of the Product returned by the Customer.

ARTICLE 5: DELIVERY OF THE PRODUCTS

5.1 Products offered on the Website may be delivered to the following countries, without limitation: Germany, Belgium, Mainland France, Guadeloupe (France), La Réunion (France), Luxembourg, Italy, Martinique (France), Monaco, New-Caledonia (France), Netherlands, United Kingdom, Russia and Switzerland.

Any information with respect to delivery costs is directly accessible on the Website.

Postal delivery costs are determined by the various carriers. They therefore vary. The total amount of delivery costs due by the Customer is shown in the Order summary, before payment is made.

In compliance with Section L.216-4, French consumer protection law, any risk of loss of or damage to goods will be passed on the consumer when he/she physically takes possession of the Products.

The Company undertakes to deliver Products within a period that will not exceed thirty (30) working days from the date of the Order. The Customer will be given notice by email, when his/her Order is ready, of the delivery of the Product(s). Product(s) ordered will be delivered at the address stated by the Customer when placing the Order under conditions specified in the section "*Order for Products*" herein set out.

5.2 If the Customer does not receive Products ordered at the end of the period of thirty (30) days, the Customer may contact the Company at help@lunii.com to ask for the Order to be shipped again or refunded. Then the refund will include new shipment costs if the Order is delivered after the withdrawal.

The Company undertakes to provide to the Customer all documents required for the shipment of the Product after delivery thereof – including documents necessary for customs clearance.

The Customer may also terminate the sale by registered mail, return receipt requested or in writing using another sustainable medium if after ordering, under the same terms, the Company to make the delivery within a reasonable additional period of time, the sale has not been completed within such period.

5.3 The Customer shall ensure that the information notified in the section “*Order for Products*” and mentioned in the confirmation email mentioned is accurate and that it remains accurate until all Product(s) ordered have been received. The Customer therefore undertakes to give the Company notice of any change in billing and/or delivery details which may occur between the Order and delivery, by immediately sending an email at the email address of the customer service. Otherwise, in the event of any delay and/or error in delivery, the Customer may not in any case hold the Company liable and the Company’s customer service will contact the Customer for a second delivery payable by the Customer.

Customers shall also directly make sure, upon delivery, which Products are in mint condition. Otherwise, they shall directly issue their express and specific/detailed reservations in the carrier’s delivery slip and in the presence of said carrier.

The Company will not be liable either if the non-receipt of Products is due to an act from a third party irrespective of any action from the Company or in case of theft.

The Customer agrees to be present at the delivery address at the time of delivery of the Products.

In case of return of the Order due to the Customer’s absence, the customer service of the Company will contact the Customer for a second delivery payable by the Customer.

The Customer may keep track of his/her Order via the Website, or via the Website of the carrier as the case may be using the tracking number notified in the Order confirmation email.

ARTICLE 6: CUSTOMER SERVICE

For any enquiry, request for details or for any claim, the Customer shall contact, on a priority basis, the Website 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:

- Email: help@lunii.com

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.

Section L.217- 4 of the French consumer protection law sets out that: “*The Company shall deliver a product in compliance with the agreement and shall be answerable for conformity defects which may exist upon delivery. It shall also be answerable for conformity defects resulting from packaging, assembly or installation instructions when the agreement stipulates that it will be responsible for assembly or installation or when assembly or installation was performed under its responsibility*”.

Section L.217-5 of the French consumer protection law stipulates that: “*to be in compliance with the agreement, the product should:*

- 1° be specific for the use usually expected from a comparable product and, as the case may be:*
 - *fit the description provided by the Company and have qualities presented to the buyer as sample or model;*
 - *have the qualities which a buyer may reasonably expect in consideration of public declarations made by the Company, by the producer or by its representative, including in advertising or labeling;*

2° Or have specifications mutually defined by the parties or be specific to any special use sought after by the buyer, notified to the Company and accepted by the latter”.

Section L.217-12 of the French consumer protection law sets out that: *“the action resulting from the lack of conformity is barred at the end of two years from the date of delivery of the product.”*

Section 1641 of the French Civil Code stipulates that: *“The Company is bound by the warranty for any latent defects in the thing sold making it unfit for the intended use thereof or impairing such use to such extent that the buyer would not have bought it or would have only accepted to pay a lesser price, had he/she known them.”*

Section 1646 of the French Civil Code stipulates that: *“If the Company was unaware of the defects of the thing, it shall only return the price, and pay back to the buyer costs generated by the sale.”*

The first paragraph of Section 1648 of the French Civil Code stipulates that: *“Any action resulting from latent defects making a contract void should be brought by the buyer within two years from the date when the defect was identified.”*

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 specifying his/her details, the reference of the Product concerned, the problem noted (breakdown, missing part, product error, etc.) and the relevant order number. After securing a return number notified by the Company, the Customer will have 7 days to return defective goods at the following address *Service Client Lunii, 16/18 rue Dubrunfaut, 75012 Paris* stating the defect or non-conformity concerned in the delivery slip.

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 may 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 a refund within thirty (30) days following the date of receipt of the Product. The refund 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 Website in a manner that complies with existing laws and regulations.

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

- Using the Website 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 Website 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 Website;
- Trying to secure a non-authorized access to the computer system of the Website or being involved in any activity disturbing, impairing the quality of or interfering with performance or deteriorating the Website functions;
- Using the Website for abusive purposes by voluntarily introducing into it viruses or any other malware and trying to get unauthorized access to the Website;
- Affecting the Company's intellectual property rights and/or reselling or trying to resell Products to third parties;
- Denigrating the Website, 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 GTSs, the Company may at any time, at its sole discretion, delete its access to the Website 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 Website 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 Website and these items or their content.

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

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 Website 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 Website 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 Website. 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 Website, Website components or any related software.

The Company will grant to the Customer a non-exclusive license to use the Website. 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 Website.

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 Website. For such purpose, the Customer undertakes not to get access to and/or hack the information system of the Website. The Customer may not either interfere with or block the information system of the Website. 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: TECHNICAL PROVISIONS

Services related to the use of the Website 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 Website. 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 Website 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-authorised 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 13: 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: 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 minimize 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 14: 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 15: 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 16: 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 17: 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 18: LAW APPLICABLE AND SETTLEMENT OF DISPUTES

These GTSs are governed by and interpreted according to French law, irrespective of principles of conflicts of laws.

The Parties accept to comply with a conventional mediation procedure or any alternative mode of settlement of their disagreements in case of any dispute which may occur in connection with the interpretation and/or performance of these GTSs or with this Website and/or any purchase and/or attempted purchase through the same.

Any consumption-related dispute should first be notified in writing to the Customer Service prior to any request for mediation. The matter should be referred to the mediator within one year from the date of the written claim from the Customer to the Company.

Any dispute not settled out of court by the Parties relating to the interpretation, performance and termination of these GTSs will be referred by either Party to the courts located in the territory of the registered office of the Company.

Withdrawal form

For the attention of:

I/we (*) hereby notify to you (*) my/our (*) withdrawal from the agreement relating to the sale of the property (*) herein below:

Ordered on (*)/received on (*):

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature(s) of consumer(s) (only in case of notification of this form in paper format):

Date:

(*) Delete as appropriate.