

**GENERAL TERMS & CONDITIONS OF USE FOR THE  
MON STUDIO LUNII PLATFORM**

June 29th 2020 Version

LUNII is a simplified joint-stock company with share capital of 11,415 Euros, whose registered office is located at 16/18 rue Dubrunfaut, FR-75012, Paris, registered in the Paris Trade and Companies Register under number 802 801 472 and represented by Ms Maëlle Chassard, in her capacity as Chairwoman (hereinafter referred to as the “**Company**”).

These general terms & conditions (hereinafter referred to as the “**T&Cs**”) define the legal framework for use of the mobile application “**Mon Studio Lunii**” (hereinafter referred to as the “**Platform**”), designed and operated by the Company.

These T&Cs also contain information relating to the rights of users and restrictions imposed on these rights by laws and regulations.

By using the Platform or its services in any way, the user unreservedly accepts these T&Cs. The User therefore declares and acknowledges that they have read these T&Cs.

Users must refer to the most recent version of the conditions, available at the following address: <https://www.lunii.fr/mentions-legales>.

The Platform is published by the Company. It is hosted by SALESFORCE.COM INC. a Delaware corporation with share capital of 128 billion USD whose head office is located at The Landmark @ One Market, Suite 300, San Francisco, California 94105, United States of America.

Ms Maëlle Chassard is the publication director of the Platform.

The Company can be contacted by email at the following address: [contact@lunii.fr](mailto:contact@lunii.fr).

**CLAUSE 1. DEFINITIONS**

In these T&Cs, words and expressions starting with capital letters have the following meanings:

- Account** refers to the accessible space on the Platform, enabling Users to access all features offered by the Company.
  
- Content** refers to any text, graphics, images, music, video or other elements that may be posted by a User.
  
- Personal Data** refers to personal data within the meaning of European regulation No. 2016/679, known as the General Data Protection Regulation (GDPR), that the Company collects, transfers and processes, and which may identify individuals or make them identifiable.
  
- Intellectual Property Rights** refer to all literary and artistic property rights (copyright and similar rights), industrial property (brand, design and models and patents) provided for in the Intellectual Property Code and international treaties.
  
- Luniistore** refers to the application and library available on a computer, enabling Users to store and load audio stories recorded on the My Fabulous Storyteller tablet.

<b>Platform</b>	refers to the mobile application "My Studio Lunii", available on the website <a href="http://www.lunii.fr/mon-studio-lunii">http://www.lunii.fr/mon-studio-lunii</a> as well as on the App Store and Google Play Store, published by the Company, and all created Content including in particular: the graphic charter, the frames, the banners, the flash and video animations, the source code, html code and programming code.
<b>Service(s)</b>	refers to all functions, installations, uses, information, partner and/or promotional offers and all other services accessible via the Platform.
<b>User(s)</b>	refers to any person with an Account who uses the Platform or all or part of the Services offered by it.

## **CLAUSE 2. PURPOSE AND SCOPE**

The Company develops and markets a mobile application called "My Studio Lunii" enabling families to record audio stories using the microphone of a mobile phone. This application also allows these stories to be transferred to the library on the Luniistore associated with the User's Account. This application can be downloaded online.

By taking advantage of the Services offered by the Platform, Users declare that they accept these T&Cs without reservation. Users therefore declare and acknowledge that they have read and understood the provisions of these T&Cs. If, at any time, the User disagrees with one of the clauses of the T&Cs, they must immediately stop using the Platform and the associated Services.

These T&Cs are always available by clicking on a direct link located in the "My Account" section on the platform, as well as on the "Legal notices" link at the bottom of each page on the [www.lunii.fr](http://www.lunii.fr) website.

The Services offered by the Company are accessible on the Platform.

The Platform and its Services are accessible to any User with internet access. All costs relating to access to the Platform associated with hardware, software and internet access, are exclusively borne by the User.

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

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

## **CLAUSE 3. ENTRY INTO FORCE - DURATION**

These T&Cs are applicable whenever the Platform is accessed and browsed.

The Company reserves the right to modify these T&Cs at any time. Unless changes are due to legal or administrative obligations, Users will be given reasonable notice before the updated T&Cs enter into force.

All changes will take effect from their publication. The User agrees to be informed of the updated T&Cs by their publication on the Platform.

By continuing to use the Platform or accessing it after the date of effect of the updated T&Cs, the User declares that they have read the updates and accepted all changes made to them. These T&Cs govern all conflicts that may arise before the date of effect of the updated T&Cs.

The latest version of the T&Cs available online on the Platform will prevail, where applicable, over all other versions of these T&Cs.

#### **CLAUSE 4. ACCESS TO THE PLATFORM - CREATING AN ACCOUNT**

In order to access all functionalities of the Platform, the User must have an Account.

Once they have a Luniistore account (or Lunii account), the User can access the Platform's functionalities using their Luniistore account credentials. Otherwise, the User must create an Account, which will be automatically associated with the Luniistore.

Users must sign up to the Platform before browsing it and accessing information published on it.

User must always enter their credentials, which they must keep secret, when using the Platform. These credentials are non-transferable and for strictly personal use. Users must ensure that their identifiers are not used or likely to be used by third parties. As such, the User undertakes to keep the different elements of the credentials separate.

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

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

- Email address
- Password

To confirm sign up, the User must check the box "I accept the General Terms & Conditions without reservation" or similar text, as well as the box "I accept the privacy policy". This obligation also applies to Users who access the functionalities of the Platform using the credentials associated with previously-created Luniistore accounts.

The Company may request certain additional information proving the User's identity. By accepting these T&Cs, Users agree to provide the aforementioned information when first requested to do so by the Company. Otherwise, the Services cannot be provided.

Once this information has been entered, the User will receive an email asking them to confirm the sign up process.

Once their Account is definitively confirmed and in order to complete their profile, the User may be invited to provide their surname and forename.

The User undertakes to provide accurate and realistic personal information and to keep it up to date, through his profile or by notifying the Company, in order to guarantee its relevance and accuracy whenever the Platform is used. The User agrees not to create or use, under their own identity or that of a third party, any Account other than the one initially created.

In the event of breach of the provisions of these T&Cs, the Company reserves the right to modify or terminate access to the Platform at any time, without notice and without liability for the User.

The Company also reserves the right to delete any Content from the Platform, for any reason and without prior notice. However, the deleted Content may be kept by the Company in the context of compliance with certain legal obligations.

## **CLAUSE 5. SERVICES**

The creation of an Account notably allows Users to access certain features available on the Platform. These features allow you to:

- Record new stories using the microphone of a mobile phone.
- Listen to and alter said recordings.
- Transfer said recorded stories to the library linked to the User's Luniistore account.
- Access Account data.
- Access the history of recordings.
- Access the "Need inspiration?" section, which provides ideas to help users create their stories.
- Contact Lunii support.
- Consult the Platform's Frequently Asked Questions (FAQ), these T&Cs and the Platform's Privacy Policy.

The Services offered by the Company are subject to change. The Company reserves the right to offer any Services it deems useful, in a form and using the functionalities and technical means it deems most appropriate for rendering said Services.

## **CLAUSE 6. OBLIGATIONS OF THE PARTIES**

The User undertakes, whenever using the Platform, to respect the laws and regulations in force and not to infringe the rights of third parties or the public order. It is solely responsible for the information sent via the Platform. As such, under no circumstances may the Company be held liable for it.

When using the Platform and/or its Services, Users will refrain from:

- Defaming, insulting, harassing, stalking, threatening or otherwise infringing the rights of others (such as privacy and publicity rights).
- Uploading to the Company's servers, publishing, sending by email, transmitting or making available in any other way, elements of any kind whatsoever (whether computerised or not, written or not, etc.).
- Usurping the identity of another natural or legal person, falsifying or deleting copyright notices, legal notices, notifications of property rights or text concerning the origin or source of the Services or any other element on the Platform.
- Deleting notices relating to copyright, trademarks and property rights which appear on the Platform, and/or in its Services and/or in related documents.
- Partially or totally preventing another User from accessing or using the Platform in order to use or benefit from the Services.
- Using the Platform or the Services for illegal or prohibited ends or for purposes which are likely to undermine public order and/or moral values.
- Hindering or interrupting the Platform and/or the Services, or the servers or networks connected to the Platform and/or the Services, or violating the requirements, procedures, rules or regulations of connected networks.
- Using a robot, a spider, or any other system to retrieve or index all or part of the Platform and/or the Services, or to collect information about Users for unauthorised purposes.
- Creating Accounts automatically or for malicious or fraudulent purposes.
- Promoting or providing instructions about illegal activities, or promoting physical or moral violence against a group or person.
- Promoting religions or religious activities.
- Offering commercial promotions or preferential rates for any other company or service.
- Transmitting viruses, worms, flaws, Trojans or any other element of a destructive nature or which may be likely to steal data or reveal data belonging to another User.

Users also undertake to:

- Refrain from publishing false information.
- Refrain from adopting, when using the Platform, behaviour that is likely (i) to cause harassment to third parties or to incite third parties to engage in harassment, (ii) to incite hatred, discrimination, racism, fanaticism or physical violence against individuals or groups of individuals, (iii) to solicit funds for the financing of illicit activities, (iv) to represent or advocate illegal activities or behaviours of defamatory, abusive, obscene, threatening or slanderous nature, as well as false or misleading information, (v) to promote or encourage any criminal activity or enterprise or to provide indications or instructions on methods for promoting illegal activities, the infringement privacy, or the dissemination and creation of computer viruses.

In the event of a breach by the User of any of the provisions herein, the Company reserves the right to:

- Suspend, delete or prevent access to the Services of the User who was the author or accomplice of the breach.
- Delete all Content related to the breach, in whole or in part.
- Take all appropriate measures and instigate appropriate legal action.
- If necessary, notify the competent authorities, cooperate with them and provide them with all information necessary for the investigation and suppression of illegal or illicit activities.

## **CLAUSE 7. LIABILITY**

The Company may not be held liable for Content published by Users on any medium or Platform whatsoever, and gives no warranty, whether express or implied, in this regard.

Users are solely responsible for the use they make of the Platform and for the direct or indirect consequences of said use. They are responsible for using it in accordance with the regulations in force and the recommendations of CNIL.

The Company is not aware of all Content, messages and notices posted on line by the Users within the framework of the Services, but may moderate, select, verify or control it if necessary. However, with regard to said Content, messages and opinions, the Company only acts as a hosting provider.

The Company is also under no obligation to preselect, control or modify the information published. The Company cannot be held liable for the choices made by Users.

Under no circumstances shall the Company, its subsidiaries or affiliated entities, or one of their employees, directors, administrators, agents, resellers, partners, respective third party Content providers or licensors, or one of their directors, administrators, employees or agents, be held liable for any indirect, incidental, special, indirect or punitive damages arising from or relating to:

- The use of the Platform or the Services.
- An inability to use the Platform or the Services.
- The modification or deletion of Content transmitted via the Services; or
- These T&Cs.

Under no circumstances shall the Company's liability for the Services exceed the value of the sums it has received. The User agrees that all complaints arising from or relating to the Platform or the Services must be made known within one (1) year from the event giving rise to said complaint, otherwise the complaint may be dismissed. Some countries do not allow limitations on how long implied warranties last, so all or part of the above limitation may not apply.

Furthermore, the Company may not be held liable for poor functioning, poor access or malfunctioning of the Services provided by the Users' Internet Service Provider. The same is true for all reasons beyond the Company's control. Although the Company makes every effort to prevent malicious use of

the Platform, it may not be held liable for damage resulting from the transmission of viruses or any other element likely to corrupt computer hardware or software.

## **CLAUSE 8. INTELLECTUAL PROPERTY RIGHTS**

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

The Company is the exclusive owner of the intellectual rights over the Platform and, in particular, of all text, comments, works, illustrations, videos and images, whether visible or audible, reproduced on the Platform, as well as the databases of which it is the producer.

All said intellectual creations are protected under copyright, trademark law, patent law, *sui generis* rights for databases and image rights, throughout the whole world.

As such, and in accordance with the provisions of the Intellectual Property Code, the Platform is only authorised for private use subject to the restrictions of the Code or more restrictive provisions.

Any other type of use shall constitute an infringement punishable under Intellectual Property law, unless previously authorised by the Company.

All forms of total or partial copying, transfer and reproduction of the database created and used by the Company on the Platform are strictly prohibited without prior written consent.

LUNII undertakes not to use, include, represent or reproduce, on any communication medium, for promotional, advertising, commercial or referencing purposes, the Content, without the prior consent of the User.

As such, the User declares that:

- He/she is the owner of the Content published on the Platform or through it, or that he/she is authorised to grant the rights and licenses stated in these T&Cs.
- The publication and use of the Content on or through the Platform does not infringe, circumvent or breach the rights of third parties, including but not limited to, privacy, advertising rights, copyright, trademarks, or other intellectual property rights.

## **CLAUSE 9. TECHNICAL PROVISIONS**

The Services are provided on an "as is" basis as far as they are available. The Company does not guarantee error-free provision without occasional secure interruptions to the Services offered via the Platform.

The Company is not bound by an obligation to provide personalised technical assistance. The Company disclaims all express or implied warranties, in particular regarding the quality and compatibility of the Platform for the use that Users make of it.

The Company does not guarantee any earnings or profit from the use made of the Services offered through the Platform.

Nor does the Company guarantee that information and data circulating on the Internet are protected against possible attacks or misappropriation.

## **CLAUSE 10. SECURITY**

Users agree to take all reasonable precautions to preserve the confidentiality of usernames and passwords used to access to the Platform. In this regard, the User undertakes, in particular:

- To refrain from writing their username or password down, even in coded form.
- To enter their credentials when people are not close by.
- To take care not to enter credentials in front of third parties.

It is also strongly recommended that Users change the password used to access the Platform on a regular basis, by going to Account, "My account", "My password", then "Edit".

When changing passwords, the User must ensure that the password does not consist of easily identifiable combinations such as a surname, forename, date of birth, or those of a close relative (spouse, child, etc.), or a password used for other purposes (in particular for personal messaging, etc.).

The User also undertakes not to store their credentials on their computer, smartphone and/or digital tablet, or to send them via unsecured channels such as email or text messages.

The User is also responsible for erasing information stored on their computer, smartphone and/or digital tablet after using the payment services, including, in particular, the deletion of cookies and browsing history, and the deletion of cached data.

The Internet is an open international telecommunications network which the User can access through a computer, smartphone or digital tablet. To access the Platform and the Services, the User must comply with the technical requirements (concerning hardware and software) as described in these T&Cs.

The User is required to take all necessary measures to ensure that the technical characteristics of the smartphone or digital tablet used, as well as their software and Internet subscription, are suitable for accessing the Platform safely.

The User is fully responsible for the proper functioning of their IT hardware, as well as their connection to the Internet. As such, Users must ensure that their hardware does not present problems or have viruses, and is sufficiently secure to prevent the risk of a third party gaining access to their Account and the data it contains.

The User must make every effort to preserve this state of security. As such, Users must particularly prevent the risk of hostile programs and viruses accessing and disrupting the Company's computer systems. In particular, Users must ensure their smartphones and digital tablets are secure by using and regularly updating anti-virus and anti-spyware software, personal firewalls should also be used.

The User assumes all technical risks associated with power outages, lost connections, malfunctions and overloading of networks or systems.

The User acknowledges that they must use the Internet service provider of their choice to access the Internet, the Platform and the Services. In this context, the User acknowledges that they must choose their Internet service provider and agree terms with them.

The Company may not be held liable for risks relating to Internet access and the remote transmission of data by the User or to the User, in particular in the event of a conflict between the User and their Internet Service Provider, in relation to the confidential/personal nature of the data transmitted, the cost of transmission, maintenance and interruptions to telephone lines and to the Internet itself.

The User is responsible for using the Services in accordance with the technical requirements and security instructions provided by the Company.

Under normal conditions the Services can be accessed through the Platform.

The User must log in to the Platform for a limited period of time only, and agrees to log out as soon as they have finished using the Services. Logging out from the Platform is not done automatically, once logged in, the User will remain logged in to the Platform until he/she logs out by clicking on the appropriate button.



The Company reserves the right to:

- Delete or remove any Content or information that the Company deems to be inappropriate.
- Without prejudice to legal action taken by third parties, to personally take legal action aimed at repairing damages that the Company may have suffered as a result of breaches of these T&Cs by Users.
- If required, notify the competent authorities, cooperate with them and provide them with all information necessary for the investigation and suppression of illegal or illicit activities.

#### **CLAUSE 11. FORCE MAJEURE**

Any event beyond the control of the Company and against which it cannot reasonably protect itself constitutes a case of force majeure and suspends the obligations of the parties, such as for example, without this list being exhaustive: a strike or a technical breakdown (EDF, ERDF, telecommunications operators, Internet access or hosting providers etc.), power outages (such as electricity), a failure of the electronic communication network on which the Company depends and/or the networks intended to replace it.

The Company cannot be held liable, or considered to have failed in its obligations under these T&Cs, for non-performance linked to a case of force majeure as defined by French law and jurisprudence, provided that it notifies the other party and that it does its utmost to minimise the damage and fulfil its obligations as soon as possible after termination of the force majeure.

#### **CLAUSE 12. COMPLETENESS**

The provisions of these T&Cs set out the entire agreement between the Users and the Company. They take precedence over all proposals and exchanges of letters before and after the conclusion hereof, as well as over other provisions appearing in documents exchanged between the parties and relating to the subject of the T&Cs, unless an amendment is duly signed by the representatives of the two parties.

#### **CLAUSE 13. NON-WAIVER**

The fact that one of the parties to these T&Cs did not require the application of any particular clause, whether permanent or temporary, may in no way be considered as a waiver of the rights of this party arising from said clause.

#### **CLAUSE 14. NULLITY**

If one or more provisions of these T&Cs are held to be invalid or declared as such in application of a law or a regulation or following a final ruling by a competent court, the other stipulations of these T&Cs shall retain their full scope and effect.

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

#### **CLAUSE 15. TITLES**

In the event of difficulties interpreting the titles appearing above the clauses, and for any of the clauses, the titles shall be declared not to exist.

#### **CLAUSE 16. JURISDICTION - APPLICABLE LAW**

These T&Cs are governed by and interpreted in accordance with French law, without taking into account the principles of conflicts of laws.

In the event of litigation regarding the interpretation and/or execution of these provisions, or in relation to the T&Cs, the parties undertake to make every effort to amicably resolve all disputes associated with these T&Cs.

As such, in the event of a dispute between a User and the Company, the parties agree to negotiate the settlement of the dispute in good faith. If the parties fail to settle the dispute after thirty (30) working days of negotiations, the dispute shall be settled before the court holding exclusive jurisdiction.

All disputes, particularly those relating to the validity, execution, interpretation, and/or breach of these T&Cs, shall fall under the sole jurisdiction of the courts of the jurisdiction in which the headquarters of the Company is located, unless mandatory rules of procedure state otherwise.