

GENERAL TERMS AND CONDITIONS FOR THE ONLINE SALE OF SERVICES ON THE IZNEO WEBSITE AND APPLICATION

Last updated: 22 January 2017

These General Terms and Conditions of Sale are entered into between the company IZNEO, a "société par actions simplifiée" (simplified joint-stock company), registered with the Registre du Commerce et des Sociétés (Trade and Companies Register) of Paris under number 522 564 392, with a capital of 660,000 euros, located at 66 rue Marceau, 93100 Montreuil, operating under its brand name "IZNEO", and the "User" of the website www.izneo.com, a person of legal age and able to enter into a contract. These General Terms and Conditions of Sale complete the Terms of Use, which have been accepted by the User and are accessible [here](#).

PREAMBLE

- The term "Subscription" is understood to mean a service providing access to a catalogue of Products, which is predefined by IZNEO, for subscribed Users, subject to payment of the price of the Subscription. The duration of the Subscription shall be set by IZNEO and communicated to the User; it shall be automatically renewed unless cancelled in accordance with article 2.1.3.
- The term "Izneo Application" is understood to mean the application owned by IZNEO entitled "IZNEO", available as a free download on the various application stores for use on Reading Terminals.
- The term "Gift Card" is understood to mean a service that enables Users to credit the top-up account of a person of their choice (the "Beneficiary") with an amount of their choice. The various amounts of the Gift Cards are determined by IZNEO. Beneficiaries of a Gift Card may credit the amount gifted to their account using a confidential code and may then spend the amount of the Gift Card on the Izneo Website in order to purchase Products at the prices indicated on the Website. The Gift Card is valid for one (1) year. The Gift Card may not be used to pay for a Subscription.
- The term "Izneo Player" is understood to mean the reader that enables downloading of the Product's encrypted file on the memory of the User's Reading Terminal and its reading within the downloaded Application only.
- The term "Izneo Web Player" is understood to mean the application that enables "continuous reading" of the Product, which is the process used by the IZNEO service to display the Product for the User from the Izneo Website. The Product is viewed by streaming, without reproducing or downloading the Product's file in the permanent computer memory of the User's Reading Terminal.
- The term "Product" is understood to mean a digital work made available to Users, on the Izneo Website or via the Izneo Application, as part of a Subscription or in exchange for a "Permanent" one-off payment.
- The term "Reading Terminal" is understood to mean any fixed or mobile device enabling

connection to the Izneo Website or downloading of the Izneo Application, which enables Products to be viewed with the Izneo Application Player and the Izneo Web Player.

- The term "Izneo Website" is understood to mean IZNEO's website available at the following URL address: www.izneo.com.

I- PURPOSE

1.1. The purpose of these General Terms and Conditions of Sale is to govern use of the Izneo Website and Izneo Application by Users, as well as the contractual relationships between IZNEO and Users for any transaction made by Users in relation to a service provided on the Izneo Website and on the Izneo Application.

1.2. Any use of the Izneo Website and Izneo Application constitutes full and unconditional acceptance of these General Terms and Conditions of Sale.

No special conditions may prevail over these General Terms and Conditions of Sale, unless prior acceptance is granted by IZNEO in writing. Any contrary condition laid down by the User remains non-binding upon IZNEO, unless prior acceptance is granted by IZNEO in writing. Any exemption accepted by IZNEO shall apply only to the specific sale concerned. Failure to avail itself of these General Terms and Conditions of Sale may in no way be invoked against IZNEO. IZNEO reserves the right to modify these General Terms and Conditions of Sale, as well as the Product offering, at any time.

In such a case, the applicable General Terms and Conditions of Sale shall be those in force on the date of confirmation of the order by the User.

Each time an order is placed on the Izneo Website and Izneo Application, Users may be asked to confirm their acceptance of the General Terms and Conditions of Sale in force on the date upon which the order is placed.

II – SERVICES OFFERED

2.1. Service accessible via the Izneo Website and Izneo Application.

The IZNEO service offered to Users provides access to a platform enabling them, via an electronic communication network and all proprietary technology developed by IZNEO, including the Web Player and Izneo Applications, to purchase an access right to view one or several Products on a Reading Terminal, in exchange for either a single one-off payment or payment of the price of a Subscription, for private home viewing only.

Full viewing of the Product by the User shall only be possible following payment in full by the User of the price of the right to access the Product or the price of the Subscription billed by IZNEO.

Access to Products on a User Account is limited to five (5) Reading Terminals (fixed IP addresses) for online reading.

The IZNEO service offered to Users also makes it possible to credit the top-up account of a Beneficiary using the Gift Card.

2.1.2. "Permanent" one-off payment: The price for access to permanent viewing for each Product is set by IZNEO and shall be that displayed on the Izneo Website and on the Izneo Application. In exchange for a "Permanent" one-off payment by Users, Users shall have an access right to view each of the Products in their virtual library, entitled "My Albums", on the Izneo Website and Izneo Application, as many times as they wish, for as long as the service is accessible on the Izneo Website and Izneo Application, in accordance with article 1.1 of the Terms of Use, and for as long as they continue to access the Izneo Website and Izneo Application and have not deleted their User Account.

2.1.3. "Subscription": The Subscription may only be taken out via the Izneo Website. The price of the Subscription is set by IZNEO and shall be that displayed on the Izneo Website. The duration of the Subscription is set by Izneo and shall be communicated to the User. The Subscription is automatically renewed unless cancelled by the User at least 48 hours before the term thereof.

Once Users have taken out a Subscription, they have a right to access all Products available in the Subscription catalogue, which shall be modified on a regular basis. Products available in the Subscription catalogue are shown by the "Subscription" type on the "Catalogue" page of the Website.

Users may use their Subscription via the Izneo Website or the Izneo Application, on all Reading Terminals.

On the Izneo Website, Users may consult all Products in the Subscription catalogue, directly from the album description, by clicking on the read button and viewing the selected Product with the Izneo Web Player.

On the Izneo Application, Users may consult all Products in the Subscription catalogue, once they have selected them in their virtual library, by going to the "My Albums" section and viewing the selected Product with the Izneo Application Player.

IZNEO reserves the right to modify the content of the Subscription catalogue at any time. IZNEO may therefore decide to remove or add Products available to Users.

Users may consult all Products in the Subscription catalogue for the entire duration of the Subscription, for as long as the Product is available in the Subscription catalogue.

In order to cancel their Subscription, Users must notify IZNEO thereof via their User Account, in the "My Account" section, only on the Izneo Website, by clicking on the button "Cancel my Subscription". The Subscription shall be cancelled when the current Subscription period comes to an end, provided that the notification was sent at least 48 (forty-eight) hours before the end of the Subscription period. If this notification deadline is not complied with, the Subscription shall be renewed in full.

Should IZNEO fail to fulfil its main obligations, as set out in these General Terms and Conditions of Sale, it is understood that Users may cancel their Subscription without prior notice and with no compensation in favor of IZNEO.

In the event of any unjustified behavior that may indicate improper use of the Subscription by the

User, IZNEO may close the User Account after having notified the relevant User thereof.

2.1.4. "Gift Card": Users may choose to credit a Gift Card to be given to a Beneficiary with a specific amount, according to the amounts proposed by IZNEO and specified only on the Izneo Website.

Users must, at the time of purchase, provide IZNEO with a valid email address belonging to the Beneficiary.

Once payment of the amount of the Gift Card has been made, IZNEO shall send a confidential code to the Beneficiary by email. This code shall enable the Beneficiary to unlock the amount of the Gift Card and credit it to the relevant top-up account via the Izneo Website.

If the Beneficiary does not have a User Account on the Izneo Website, the Beneficiary must create one in order to be able to use the amount on the Gift Card. The Beneficiary must accept these General Terms and Conditions of Sale when creating the account and subsequently comply with the same.

The amount credited may then be used throughout the Izneo Website, with the exception of Subscription payments.

2.2. Evolution of the service

IZNEO reserves the right to perform all modifications and improvements it deems necessary or useful, or in order to comply with changes in legislation, to the Izneo Website and Izneo Application, to Products and services accessible therefrom, and to these General Terms and Conditions of Sale, without having to provide justification to the User and without being held liable by the User. In view of this, IZNEO may, at its sole discretion, terminate operation of any service provided on the Izneo Website or Izneo Application, subject to compliance with a prior notice period of thirty (30) days following notification of termination of the relevant service. IZNEO may in no way be held liable for such a decision. Should the User continue to use the services provided by IZNEO, these modifications and changes shall be deemed accepted.

Furthermore, the catalogue of Products available on the Izneo Website and Izneo Application depends on the agreements in force with holders of rights and is therefore liable to change. IZNEO may in no way guarantee the presence of a specific Product in the catalogue available as part of the IZNEO service. Similarly, IZNEO may in no way guarantee the continued presence of a specific Product in the catalogue of the Izneo Website and Izneo Application. IZNEO shall in no way be held liable for deleting or deactivating access to Products in the catalogue provided.

However, IZNEO undertakes to keep access open to deactivated or deleted Products for Users that have made a "Permanent" one-off payment or taken out a Subscription for the Product concerned before the date of deletion or deactivation thereof. Similarly, if a Product is removed from the Subscription catalogue while a User has already begun viewing said Product, IZNEO undertakes to keep access open to the Product for the User for a period of thirty (30) days, provided that the User's Subscription remains valid.

2.3. Availability of the service

The service is normally accessible by the User twenty-four (24) hours a day, seven (7) days a week

and throughout the year, except in the case of a force majeure event or maintenance operations. However, IZNEO reserves the right, in the event of urgent need, without prior notice and without compensation, to temporarily close access to the service, and shall in no way be held liable for any damages that may arise as a result.

III – ORDERS

3.1. Creation of a User Account

Use of the services of the Izneo Website and Izneo Application requires Users to create a User Account, by filling out the form provided for such purpose in the section "Creation of a Customer Account". The use of credit on a Gift Card also requires the Beneficiary thereof to create a User Account. In order to enable the creation of a User Account, all of the requested information must be entered. Users must then confirm their registration by ticking the statement "I declare that I have read and accept the Terms of Use and General Terms and Conditions of Sale of the IZNEO service."

Conditions for the creation and use of the Customer Account are set out in the Terms of Use.

3.2. Placing an order on the Izneo Website and Izneo Application

The placing of orders on the Izneo Application shall be done via the application stores of the various Reading Terminals and shall be subject to the general terms and conditions of sale of the relevant application store.

3.2.1. Placing an order for short-term or permanent access to a Product.

Orders are placed by Users on the Izneo Website in the following manner:

- the User logs on to the User Account using the user ID and password entered when creating the User Account;
- the User selects the Product(s) chosen;
- the User checks the selection and confirms the order;
- the User pays for the order;
- the User confirms the order and payment.

The User may choose to give one or more Products as a gift by ticking the box provided for the purpose: "Yes I would like to make this a gift" when paying for the order. The User must then enter the email address of the Beneficiary and a personal message.

An email will then be sent to the Beneficiary providing a code, which the Beneficiary must enter on the Izneo Website in order to access a "Short-term" or "Permanent" one-off payment for the relevant Product(s).

3.2.2. Placing an order for a Subscription

Subscriptions are taken out in the following manner:

- the User logs on to the User Account using the user ID and password entered when creating the User Account;
- the User clicks on the banner of the Izneo Website's homepage which redirects the User to the Subscription page;
- the User checks the total amount payable and confirms the order;
- the User pays for the order;
- the User confirms the order and payment.

Once the order has been confirmed, access to viewing of the Product(s) is done in the following manner:

- From the Izneo Website:

The User logs on to the User Account using the user ID and password entered when creating the User Account.

The User accesses the specific catalogue for the Subscription by clicking on the section "Subscription" on the Izneo Website.

The User clicks on the read button for the Product to view.

The User views the Product directly via the Izneo Web Player.

- From the Izneo Application:

The User logs on to the User Account using the user ID and password entered when creating the User Account.

The User accesses the specific catalogue for the Subscription by going to the section "My Albums".

The User views the Product directly via the Izneo Application Player on all Reading Terminals upon which the User has downloaded the Izneo Application.

3.2.3. Placing an order for a Gift Card.

An order for a Gift Card is placed in the following manner:

- the User logs on to the User Account using the user ID and password entered when creating the User Account;
- the User selects the amount of the Gift Card from the amounts proposed;
- the User provides a valid email address belonging to the Beneficiary;
- the User checks the selection and confirms the order;
- the User pays for the order;

- the User confirms the order and payment.

An email is then sent to the Beneficiary stating a confidential code, which the Beneficiary must then enter on the Izneo Website in order to use the amount on the Gift Card. In order to do so, the Beneficiary must create a User Account or log on to an existing User Account.

As long as the Gift Card has not been activated by the Beneficiary, Users may modify the email address by going to their IZNEO profile history.

Confirmation of the order constitutes acceptance of these General Terms and Conditions of Sale, recognition of having full cognizance thereof and waiver of the right to avail of other conditions. All of the data provided and the recorded order shall constitute proof of the transaction. Confirmation shall constitute signature and acceptance of the transactions performed. Upon reception of the authorization to debit the bank account issued by the User's bank, IZNEO shall send confirmation of the recorded order by email to the address provided by the User when creating the User Account.

The order shall only be finally confirmed upon reception of the email summarizing all of the information provided by the User including, where applicable, any difficulties or reservations related to the order (availability of ordered items, delivery deadlines or selected payment method), as well as the order reference number assigned by IZNEO.

3.3. Withdrawal

Users are informed that, given the nature of the service and Products provided, and in accordance with Article L.121-21 of the French Consumer Code ("Code de la Consommation"), they have no right of withdrawal, for either "Permanent" one-off payments or Subscription payments. Once they have received an electronic message confirming their right to access the Product, Users may no longer exercise their right of withdrawal. The IZNEO service shall begin as soon as Users view the Product chosen on the Izneo Website or Izneo Application for the first time. Users may not cancel the transaction once the order has been confirmed by email.

3.4. Payment

3.4.1. Pricing

3.4.1.1. Users may pay for their order in euros. Prices shown on the Website and Izneo Application are in euros and include all applicable taxes on the day of the order; any changes affecting the rate of tax may be reflected in the prices of Products and services. Users must make payment in the currency indicated on the order confirmation and/or bill.

IZNEO reserves the right to modify prices for access to Products at any time, it being understood that the price shown on the Website and Application on the day of the order shall be the only price applicable to the User. Users shall receive in writing, upon confirmation of their order and at the latest upon viewing of the Product(s) ordered, confirmation of the price paid and any attributed costs.

3.4.1.2. IZNEO reserves the right to modify the price of the Subscription.

IZNEO shall inform each User by email, sent to the address provided by the relevant User upon

registration, of any price increase at least 15 (fifteen) days before it becomes applicable. In such a case, any Users who do not accept this price increase may cancel their Subscription via their account on the Izneo Website, which shall take effect upon the next term of the Subscription.

Unless Users cancel their Subscription, the new price shall become applicable as of the next term of the Subscription following the entering into effect of the new price.

3.4.2. Payment methods

The price is payable upon placement of the order.

Full viewing of the Products by the User shall not be possible until payment in full by the User of the price of the Product or the price of the Subscription.

A paper version of the bill may be sent to the User upon request by the latter. Payment cards and credit cards with a set payment limit for a given period of time may obstruct processing of the order.

3.4.2.1. Bank card

Payments shall be made either by bank card using secure online payment, via PayPal (PayPal's Terms of Use are accessible on the Izneo Website via the hypertext link to the website www.paypal.com), or via payment on the mobile operator's bill.

IZNEO reserves the right to verify personal data provided by the User and to take any necessary measures to verify that the person whose bank account is debited is indeed the person who placed the order. IZNEO may request that the User provide proof of identity and/or a bank document. Failure to respond on the part of the User to such a request within a period of 2 (two) working days following the date of the request sent by IZNEO shall lead to automatic cancellation of the relevant order, with no possibility of making subsequent claims.

IZNEO may keep the User's bank details if the User ticks the box provided for this purpose when placing the order.

3.4.2.2. IZNEO top-up account or "wallet"

The User may create a top-up account on the Izneo Website. This account enables Users to pay for access rights to Products ordered when there are sufficient funds in the account. This top-up account may be credited by the User using any bank card. Each time the top-up account is credited, the credit must be a minimum amount of €5 (five euros) and a maximum amount of €100 (100 euros).

The duration of validity of the account is one year as of the last use of the account by the User. Once this duration has been exceeded, remaining funds in the top-up account may no longer be used by the User. Remaining funds may give rise to neither reimbursement nor to any compensation.

Beneficiaries of a Gift Card shall have their IZNEO top-up account credited with the corresponding amount on the Gift Card. Beneficiaries may use this amount to purchase Products but may not use

the Gift Card to purchase a Subscription.

3.4.2.3. Discount code

If Users have a discount code, offering an advantage related to one or several Products, they may enter the code on www.izneo.com, in their "My Profile" space, in the "Discount code" field, in order to benefit from such advantage.

3.4.2.4. Specific case of Subscriptions

For Subscriptions, payment shall be made by bank card via secure online payment with the OGONE system. This system keeps the User's bank details in order to enable a monthly direct debit of the amount of the Subscription.

By accepting the Subscription offer, the User must expressly tick the box authorizing the bank to automatically debit the amount of the Subscription on a monthly basis.

3.5. Proof

IZNEO shall archive purchase orders and bills on a reliable and durable medium constituting a faithful copy thereof. IZNEO's computerized records shall be considered by the parties as proof of communications, orders, payments and transactions made between the parties.

IV - CONTENT

In order to view the Products or take out a Subscription on the Izneo Website, the User must first accept the [Terms of Use](#) governing the service, and in particular, the rules of use described therein.

The Products are works protected by national and international provisions relating to copyright; the Products must therefore only be viewed in a private setting, free of charge, and within the limits described hereinafter.

Any "Permanent" one-off payment or Subscription payment made on the Izneo Website gives the User a right to access the digital file of the relevant Product(s) for all Reading Terminals, existing on the date of payment and defined on the Izneo Website, subject to the conditions set out under Section II Paragraph (1) of these General Terms and Conditions of Sale and on the Izneo Website.

V – IZNEO'S OBLIGATIONS AND LIMITATION OF GUARANTEES

Article 4 of the [Terms of Use](#).

VI – PERSONAL DATA AND COOKIES

Article 6 of the [Terms of Use](#).

VII – MISCELLANEOUS

7.1. Customer service

For any questions or difficulties related to use of the Izneo Website and Izneo Application, whether for an assistance request for use of the service or a question relating to orders, billing or delivery of the Products, a customer service is available by sending an email to the following address:

webmaster@izneo.com.

7.2. Deactivation of User Accounts

IZNEO reserves the right to automatically deactivate, without prior notice and without compensation, User Accounts in the following cases:

- failure to comply with one or any of the provisions of these General Terms and Conditions of Sale on the part of the User;
- non-payment by the User of sums owed;
- actions that are contrary to the interests of IZNEO, and in particular in the event of pirating of files and/or any other behavior aimed at illegal use of the IZNEO service and content of the Izneo Website;
- provision of false information when creating the User Account.

Users who wish to deactivate their User Account must inform IZNEO by sending a registered letter with confirmation of receipt to the following address:

IZNEO
The webmaster
66 rue Marceau
F-93100 Montreuil

IZNEO undertakes to deactivate the User's User Account within a maximum deadline of 48 hours following receipt of the letter.

7.3. Applicable law and disputes

In the event of a dispute, jurisdiction is attributed to the competent Parisian courts, applicable law being French law.

7.4. Should any of the provisions contained in these Terms of Use be declared invalid, such provision shall be deemed unwritten, and such invalidity shall in no way affect the validity of other applicable provisions.