

IN&MOTION General terms and conditions of lease Version as of December 23, 2020

CHAPTER I: PREAMBLE

Article 1 Entirety

The present general terms and conditions express all of the obligations of the parties within the framework of direct In&box leasing activities, In&box lease activation, and marketing of options associated with these services by the Company IN&MOTION via the website <https://www.inemotion.com/en/>

Hereinafter, it is specified that:

- **"the professional"** refers to the company IN&MOTION, a simplified joint-stock company with a capital of 36,291 euros, whose registered office is located at 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY – FRANCE, registered with the Annecy Trade and Companies Register under number 805 388 329, whose SIRET number is 80538832900015 and whose intra-community VAT number is FR50805388329.
- **"The client"** refers to any physical adult and capable person who places an order via the <https://www.inemotion.com/en/> website outside of any professional operation, whether commercial, industrial, artisanal, or independent.
- **"The parties"** refer to both the professional and the client.
- **"Website"** refers to the website operated by IN&MOTION and accessible at the following address <https://www.inemotion.com/en/>
- **"Service(s)"** refers to direct In&box leasing activities and In&box lease activation offered on the professional's website.
- **"In&box"** refers to the detection device that is integrated into the airbag system and contains all the sensors used in detecting a fall and controlling airbag inflation.
- **"Direct In&box lease"** refers to the operation by which the Client directly requests the rental of an In&box from the professional.
- **"In&box rental activation"** refers to the operation by which the Client activates the In&box that they received when purchasing a compatible airbag product integrating the IN&MOTION airbag system.
- **"Options"** consist of additional functionalities to adapt the product to how the Client wishes to use it.
- **"My In&box In&motion Application"** means the mobile application made available to the Client and downloadable via their smartphone from the App Store or Google Play. This application activates the client's In&box and pairs it with their user account.

Article 2 - Content

These general terms and conditions are accessible on the professional's website, apply to the exclusion of all other conditions and take precedence, where applicable, over any other version or any other contradictory document.

The parties acknowledge that these terms and conditions exclusively govern their relationship.

The present general conditions are valid for an unlimited period of time but the professional reserves the right to modify them from time to time.

As soon as they are put online, they are considered applicable for all commitments concluded expressly or by tacit renewal from that date.

The present conditions only concern purchases made by Clients located in France and Europe (excluding the United Kingdom) and delivered exclusively throughout this territory.

The Client declares that they have read these general terms and conditions and has accepted them unreservedly before placing their order. In this respect, they are enforceable against the Client in accordance with the terms of Article 1119 of the French Civil Code.

If a condition were to be lacking, it would be considered to be governed by the practices in force in the field of distance selling whose companies have their registered office in France.

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CHAPTER II: CONDITIONS COMMON TO IN&BOX "DIRECT LEASING" AND "LEASE ACTIVATION" SERVICES

Article 3 - Introduction

In&motion develops and markets the In&box, which is integrated into compatible airbag products.

This device can be leased directly from IN&MOTION (an operation known as "direct In&box lease") or obtained when purchasing a compatible product incorporating the airbag system developed by IN&MOTION.

Once it has been obtained when purchasing a compatible product from a company other than IN&MOTION, the In&box, in order to function, must be activated by means of the so-called "rental activation" operation.

In fact, the In&box, when obtained by purchasing a compatible airbag product integrating the IN&MOTION airbag system, is active for 48 hours from its first use (In&box switched on and connected to the system in real use), but after these 48 hours, the In&box will be deactivated and will no longer be functional before it is lease activated).

The In&box is only valid with the purchase of an airbag product compatible with the In&motion airbag system.

For the technical aspects of the In&box, the Client must refer to the user manual provided when purchasing the In&box or a compatible product incorporating the airbag system developed by IN&MOTION.

This manual is available on the Company's Website and contains all the technical and practical features of the In&box.

Article 4 Price and deposit

a. Price

The cost of direct In&box leasing activities and rental activation is available on the professional's website.

The prices are indicated in euros and appear on the description sheet associated with each operation, in force on the day the Client subscribes to one of these services.

They take into account the VAT applicable on the day of the order and any change in the applicable VAT rate will automatically be passed on to the price of the options offered on the professional's website.

If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, the price change shall be passed on without delay in the selling price of the products.

The professional reserves the right to change the price of services for any new contractual period.

Rate increases concerning "direct lease" or "lease activation" operations of the In&box will be notified to the Client at least two months before they come into force.

If the Client refuses the price modification, the Client undertakes to terminate the contractual commitment binding him to the professional in the forms provided for in Article 6 within one month of receiving information of the new price.

Failing this, they will be considered to have accepted the price modification and the latter will be fully applicable to them at the time of the tacit renewal of the subscription to the service.

b. Security deposit

Subscription to the direct In&box lease or In&box lease activation services implies a security deposit of 399 euros all taxes included (three hundred and ninety-nine euros), non-interest bearing.

This security deposit will not be debited at the time of the order but may be debited from the Client's bank account at the time of cancellation in the event the In&box is not returned in perfect condition and in its original packaging and accompanied by all its accessories or in the event of sums still owed to the Professional by the Client.

Article 5 Duration of the contractual commitment

Direct In&box leasing services and leasing activation can be concluded for an annual or monthly period starting from the date of the Client's subscription to one of these services.

The expiry date for these services is the anniversary date on which the Client subscribed to the service. It is noted on the Client's user account.

If the subscription is not cancelled before the due date:

- Annually for an annual commitment
- Monthly for a monthly commitment,

the contract between the parties is renewed by tacit agreement for a period of:

- One year for an annual commitment
- One month for a monthly commitment.

The Client undertakes to update their credit card number before each express or tacit renewal.

Any delay or default in payment will result in the application of a late payment indemnity equal to a maximum of 10% of the total sums due including tax from the first day of the delay following the payment deadline.

Article 6 - Termination

a. Termination at the initiative of the Client

The Client may terminate the subscription to the chosen service at any time after notifying the professional of their decision under the following conditions:

- by email at customer@inemotion.com by specifying their first and last name, e-mail address, and In&box number

It is specified that any period started is due. Termination will take place on the date the Client returns the In&box.

As soon as the Client notifies of its decision to terminate its commitment, the Client undertakes to return the In&box in its possession to the Professional within fourteen days of the end of the contract.

It is specified that the postmark will be proof of the date of sending.

The In&box will be returned in its original packaging and accompanied by all its original accessories, excluding promotional items (stickers and neck scarf) to the following address:

- IN&MOTION, 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY – FRANCE

Shipment will be at the Client's expense and by registered mail with acknowledgement of receipt.

Upon receipt and verification of the returned In&box, the professional will definitively terminate the contract between the parties.

In the event of an incomplete return or in the event that the equipment has been damaged by the Client, the professional may charge the sums corresponding to the costs of repairing or replacing the In&box against the security deposit.

It is specified that if the In&box is not returned, except in the case provided for in article 8, the commitment entered into continues to run between the parties and that the payment of the due dates continues to be payable by the professional.

b. Termination at the initiative of the Professional

The professional reserves the right to terminate the subscription to the service chosen by the Client in the event of non-payment or failure by the Client to meet their obligations under the terms of these conditions.

Cancellation will be preceded by a notice to the Client sent by e-mail and by registered letter to the address that the Client will have provided to the professional and that they undertake to update regularly on their user account.

This formal notice will specify in an apparent box the date on which the termination will be effective and the service definitively deactivated and, where applicable, the prior period during which the Client may clear their situation to avoid termination.

It is also specified that the professional reserves the right to terminate the subscription to the chosen service at any time in compliance with the provisions of Article L215-1 of the French Consumer Code.

In this case, the professional shall inform the Client in writing, by registered letter or dedicated e-mail, no earlier than three months and no later than one month before the end of the period allowing for the rejection of the renewal, of the possibility of not renewing the contract.

This information, given in clear and comprehensible terms, will mention, in a visible box, the deadline for non-renewal.

It is also specified that the professional may also terminate the subscription to the service chosen by the Client, in particular in the event of force majeure, an administrative or judicial decision ordering them to cease marketing this service, or in the event of a change in circumstances unforeseeable at the time of the conclusion of the contract making its execution excessively costly.

The Client then undertakes to return the In&box within fourteen days following the deadline for non-renewal of the commitment.

In the event of failure to return the In&box and after a reminder has not been effective, the professional will send the Client formal notice to return the In&box. In the event that this formal notice is also without effect within 15 (fifteen) days following its sending, and unless the Client can prove that they are not at fault, the Client shall be liable to pay compensation equal to 399 euros.

The amount of this compensation will be deducted from the security deposit by article 4.b of these conditions.

Article 7 - Retention of title and return of equipment

It is reminded that the In&box remains the property of the Company IN&MOTION even when it has been received by the Client when purchasing a compatible airbag product integrating the IN&MOTION system from a partner of the Company.

In the event that the Client does not carry out the lease activation operation from the Company IN&MOTION within six months from the purchase of the compatible airbag product integrating the IN&MOTION system, the latter shall be entitled to request the return of the IN&MOTION system

Article 8 - In the event of theft of the In&box

In the event of theft of the In&box, the Client must immediately inform In&motion by mail or e-mail accompanied by a copy of the report drawn up by the police.

The commitment entered into with the Client will then be automatically terminated on the date of receipt of a copy of the complaint lodged with the police.

The professional will then send an invoice corresponding to the cost of the stolen In&box and the Client will pay this invoice within fifteen days of receipt.

In the event of non-payment of the said invoice and after formal notice has been given but not answered within 8 (eight) days of receipt, the professional may then deduct the security deposit provided for in article 4.b of these conditions.

The Client may, if they have taken out insurance for their In&box, request reimbursement of this amount from their insurer.

It is specified that the Client will not be able to enter into a new commitment with the professional until the sum corresponding to the cost of the In&box has been paid by the Client or the security deposit taken from their account.

Article 9 - Suspension of services

Clients who have subscribed to a monthly commitment for direct In&box lease or leasing activation can suspend their commitment for a period of two, three or four months.

This suspension option can only be activated once per calendar year.

The Client will be exempt from returning the In&box to the Professional during the period chosen for the suspension of the service, but it is specified that the In&box will not be functional during this period.

The Client, therefore, undertakes not to use their airbag system for the entire period during which they intend to suspend the service, it being understood that during this period, the airbag system will not be activated in the event of a fall.

It is specified that the professional is in no way liable in the event of failure to activate the airbag system during a suspension period decided by the Client.

During this suspension period, the commitment will be invoiced at the reduced price indicated on the Website.

Any option subscribed monthly will also be deactivated for the duration of the suspension and its payment suspended.

If the option has been subscribed annually, it will be deactivated but the suspension will not affect its payment.

In order to suspend their commitment, the Client must:

- Go to the Website in their userspace using their login and password
- Click on "Suspend my membership".
- Select the period of time during which the Client wishes to suspend their commitment
- Once again accept the General Terms and Conditions for Lease
- Confirm the request

The Client will receive a confirmation e-mail at the time of the request.

The Client must then connect their In&box to the Mobile Application or by the connection means indicated in the In&box user manual provided so that the latter can be set to suspend mode.

The suspension will be effective on the date of tacit renewal of the commitment following the request. From this date, the airbag system will no longer be functional for the duration of the suspension. The In&box will therefore be completely deactivated and will not detect any falls.

Once confirmed, the suspension can no longer be cancelled or the number of months chosen changed.

At the end of the suspension period, the Client will receive an e-mail indicating that the service has resumed.

The Client must reconnect their In&box to the Mobile Application or by the connection means indicated in the In&box user manual provided for it to be operational once again.

Article 10 - Possibility of purchase

As soon as the Client has subscribed to a commitment (annual or monthly) for In&box direct lease or activation for three consecutive years, the Client can definitively acquire their In&box against payment of the price indicated on the website.

To do so, the Client must contact the professional via the contact details mentioned in Article 42 of these conditions.

The option to buy back results in the termination of the current direct leasing or activation service as well as the options.

Article 11 - Sponsorship

Clients who have subscribed to a direct In&box lease or In&box lease activation can sponsor four people who wish to subscribe to a direct In&box lease commitment or In&box lease activation.

The sponsored Client (“sponsee”) will benefit from offers for reduced rates on direct lease, lease activation, activation by acquisition or direct acquisition.

The sponsoring Client (“sponsor”), provided that they have subscribed to a direct lease or lease activation offer, will also benefit from a rate reduction depending on the number of persons sponsored.

It is specified that the reduction is acquired only if the sponsee does not exercise their right of withdrawal.

The price reductions applied will be those shown on the website on the day of the sponsorship.

It is specified that only persons who have never contracted with the professional can be sponsored and who are in Europe (excluding the United Kingdom).

In the event of suspension of the commitment by the sponsor, at the time sponsorship is activated, the sponsor still benefits from the sponsorship rate reduction.

In the event of suspension of the commitment by the sponsee at the time sponsorship is activated, the sponsee loses the benefit of the rate reduction linked to the sponsorship.

The sponsorship offer can be cumulated with the other In&motion offers for sponsors.

The sponsorship offer is not cumulative with the other In&motion offers for sponsees.

Article 12 – Conditions of Use for the In&box

The Client undertakes to provide In&motion with accurate and complete information (personal information, user information, bank details) and to inform In&motion as soon as possible of any changes to this information.

The Client is invited to regularly consult their User Account or e-mails in order to be aware of any new message concerning their User Account.

The Client undertakes to comply with all instructions relating to the use of the In&box and to refer to its necessary documentation. The user manual is supplied with the In&box. For any other information, the Client may visit the Website or contact the client service department whose contact details are given in Article 42 of these conditions.

The Client is solely responsible for downloading the updates carried out by In&motion to improve the technology and the detection system, of which it will be informed by e-mail, by message in its userspace or by message on the In&motion Application.

In&motion can in no way be held liable for a decrease in the performance of the In&box if the Client has not downloaded the latest update beforehand.

In&motion cannot be held liable for any misuse made by the Client when using the In&box or the Client's account by a third party to whom the Client has given their In&box, communicated their login information or who has access to the account as a result of a fault, clumsiness, or negligence on the part of the Client.

The Client undertakes to connect their In&box at least once a year for annual subscriptions and at least once a month for monthly subscriptions, using the connection method indicated in the In&box user manual provided. If a connection to In&motion servers is not performed once a year, the In&box will be automatically blocked and will not be functional until the next connection.

Article 13 – Commitments by the Professional

The Company undertakes to ensure the proper operation of the In&box and service supplied and to take the necessary measures to maintain the continuity and quality of this service. For more information, refer to the In&motion user manual supplied with the In&box.

In particular, the Company undertakes, through its Client Service Department, to respond to all of its Clients' requests as quickly as possible.

CHAPTER III: SPECIAL CONDITIONS FOR THE IN&BOX "LEASE ACTIVATION" SERVICE

Article 14 - Description of the service

Lease activation is intended for Clients who have already received an In&box at the time of purchase of their compatible airbag product.

In&box lease activation includes:

- the detection mode included in the chosen commitment (by default, street mode),
- the In&motion mobile application "My In&box",
- regular system optimization through updates downloaded and installed by the Client
- the "Liberty Rider Emergency Call" option for all users residing in France or Belgium. The conditions related to this functionality are detailed in the Terms of Use of the mobile application "My In&box"

Article 15 - Description of the process

The Client has the possibility of activating the lease for an In&box obtained at the time of purchase of a compatible airbag product integrating the IN&MOTION airbag system.

This activation is done by placing an order via the professional's website according to the procedure described in article 28 of these conditions.

As soon as their order is validated, the Client must:

- Download the IN&MOTION "My In&box" mobile application following the instructions in the user manual
- Log in to the mobile application using the login details of the user account created before the order
- Pair the In&box to the user account by following the detailed instructions in the IN&MOTION "My In&box" mobile application and user manual.

In accordance with Article L221-19 of the French Consumer Code concerning service provision activities, the starting point of this period will start on the day the contract is concluded.

It is expressly stipulated that the professional reserves the right to refuse to proceed with the In&box lease activation as soon as it appears that the latter has been declared as stolen by another user.

In this case, the Client will receive an e-mail from the professional indicating the refusal to activate the In&box by acquisition and the information that the In&box they have purchased has been the subject of a criminal complaint for theft.

CHAPTER IV - SPECIAL CONDITIONS LINKED TO THE DIRECT IN&BOX LEASE WITH IN&MOTION

Article 16 - Description of the service

Direct lease is intended for Clients who have not received an In&box at the time of purchase of their compatible airbag product (examples: purchase of a second-hand airbag product, purchase of an airbag product without In&box included)

Direct In&Box lease includes:

- The provision of an In&box by the professional
- the detection mode included in the chosen commitment (by default, street mode),
- the In&motion mobile application "My In&box",
- regular system optimization through updates downloaded and installed by the Client

Article 17 - Presentation of the process

The Client has the possibility of direct In&box leasing from the Company IN&MOTION by placing an order via the professional's website according to the procedure described in article 28 of these terms and conditions.

The shipping costs of the In&box are offered by the Professional for any first contract between the Professional and the Client.

As soon as the In&box is received, the Client must:

- Download the IN&MOTION “My In&box” mobile application following the instructions in the user manual
- Log in to the mobile application using the login details of the user account created prior to the order
- Pair the In&box to the user account by following the detailed instructions in the IN&MOTION “My In&box” mobile application and user manual.

Article 18 - Processing times - Reimbursement - Termination - Unavailability

Except in cases of force majeure or when the online shop is closed—clearly announced on the home page of the site—orders placed on the site will be processed and dispatched within the time limits indicated to the Client at the time of validation of their order subject to validation of payment and eventual controls performed to prevent payment fraud as described below.

The delivery times run from the date of registration of the order indicated on the order confirmation email.

In the absence of any indication, the professional shall deliver the goods without undue delay and no later than 30 days after the conclusion of the contract.

If the agreed delivery date or deadline is not met, the Client shall, before terminating the contract, instruct the professional to perform the contract within a reasonable additional period of time.

In the event of failure to perform at the end of this new period, the Client may freely terminate the contract.

The Client must complete these successive formalities by registered letter with acknowledgement of receipt or by writing on another durable medium.

The contract shall be deemed to have been terminated on receipt by the professional of the letter or writing informing him of such termination unless the professional has performed in the meantime.

However, the Client may terminate the contract immediately, if the dates or deadlines seen above constitute an essential condition of the contract.

When the contract is terminated, the professional is obliged to reimburse the Client for the totality of the sums paid, at the latest within 14 days following the date on which the contract was terminated.

In accordance with Article L. 242-4 of the French Consumer Code, when the professional has not reimbursed the sums paid by the consumer, the sums due are automatically increased:

- of the legal interest rate if reimbursement is made no later than 10 days after the expiry of the 14-day period set out above,
- by 5% if the delay is between 10 and 20 days,
- by 10 % if the delay is between 20 and 30 days,
- by 20 % if the delay is between 30 and 60 days,
- by 50% between 60 and 90 days,
- and an additional five points for each further month of delay up to the price of the product and then the legal interest rate.

It is clarified that, unless the professional offers to collect the goods themselves, they may postpone the reimbursement until the goods have been collected or the consumer has provided proof of the dispatch of the goods, whichever is the earlier.

Unavailability:

If the In&box is unavailable, the Client will be informed as soon as possible by e-mail.

If the order includes options that the Client wished to associate with the chosen service, the professional will proceed with the cancellation of the order concerning these options.

The sums paid by the Client corresponding to the cancelled part of the order will then be returned to them within 14 days of payment.

Article 19 - Terms of delivery

Delivery means the transfer of physical possession or control of the goods to the consumer. It shall be made only after confirmation of payment by the professional's bank.

No deliveries are made to campsites, hotels, post office boxes, post offices.

It is also specified that the delivery is made exclusively in Europe excluding the United Kingdom.

They will be made by the method of delivery and at the rates indicated on the summary page before the validation of the order by the Client.

The products are delivered to the address indicated by the Client at the time of the order, the latter must ensure its accuracy.

Any package returned to the professional because of an erroneous or incomplete delivery address will be reshipped at the Client's expense.

If the Client is absent on the day of delivery, the delivery person will leave a delivery notice in the letterbox, which will allow the package to be collected at the place and during the time indicated.

If at the time of delivery, the original packaging is damaged, torn, opened, the Client must then check the condition of the items. If they have been damaged, the Client must imperatively refuse the package and note a reservation on the delivery slip (package refused because open or damaged).

The Client must indicate on the delivery form and in the form of handwritten reservations accompanied by their signature any anomaly concerning the delivery (damage, missing product compared to the delivery form, damaged package, broken products ...).

This verification shall be deemed to have been carried out once the Client, or a person authorised by them, has signed the delivery note.

The Client must then confirm these reservations to the carrier by registered mail within two working days of receipt of the item(s) and send a copy of this letter by fax or ordinary mail to the professional at the address indicated in the legal notice on the site.

If the products need to be returned to the professional, they must be the subject of a return request to the professional within 7 days of delivery. Any claim made after this period will not be accepted. The return of the product can only be accepted for products in their original condition (packaging, accessories, instructions ...).

Article 20 - Delivery errors

The Client must make any claim of delivery error and/or non-conformity of the products in kind or quality compared to the indications on the order form to the professional on the same day of delivery or at the latest on the first working day following delivery. Any claim made after this period will be rejected.

The complaint may be made to the addresses and telephone numbers indicated in Article 42 of these conditions.

Any complaint not made according to the procedures defined above and within the time limits shall not be taken into account and will release the professional from any responsibility towards the Client.

Upon receipt of the complaint, the professional will assign an exchange number for the product(s) concerned and will communicate it by e-mail to the Client. The exchange of a product can only take place after the allocation of the exchange number.

In case of error of delivery or exchange, any product to be exchanged or reimbursed must be returned to the professional as a whole and in its original packaging, to the address mentioned in Article 42.

The costs of return are the responsibility of the professional.

CHAPTER V: TERMS AND CONDITIONS OF SALE RELATING TO OPTIONS

Article 21 - Description of the options

Additional options can be taken out by the Client at the time of direct In&box lease or lease activation or subsequently via the professional's website.

In the absence of subscription to these options by the Client, the In&box can only be used in street mode, which is designed to be used exclusively on roads open to traffic, off-circuit or lanes on which the highway code does not apply.

Article 22 - Subscription to options

The Client alone decides whether or not to subscribe to additional options.

Subscription to the options is carried out under the standard conditions provided for placing orders on the professional's website and described in Article 28 of these terms and conditions.

The Client will then be led to choose the duration of the membership to the option selected among the existing offers on the site.

The option must be activated as described in the user manual supplied with the In&box.

Article 23 - Cost of the options

Cost of options is available on the professional's website.

The prices are indicated in euros and appear on the description sheet associated with each option.

They take into account the VAT applicable on the day of the order and any change in the applicable VAT rate will automatically be passed on to the price of the options offered on the professional's website.

If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, the price change shall be passed on without delay in the selling price of the products.

The professional reserves the right to modify its prices at any time but undertakes to apply the current rates indicated at the time of the order, subject to availability at that date.

Article 24 - Renewal of selected options

The subscription to an option is provided for a fixed period chosen by the Client at the time the order is placed.

Tacit renewal of the subscription to this option is carried out automatically at the end of each option subscription period for the same duration as that initially selected by the Client.

A direct debit will be made on the anniversary date of the Option subscribed according to the commitment period chosen by the Client from the Client's bank details recorded at the time of the first purchase.

The Client undertakes to update their credit card number before the anniversary date of their membership via their User Account.

Any delay or default in payment will result in the application of a late payment indemnity equal to a maximum of 10% of the total sums due including tax from the first day of the delay following the payment deadline.

The professional reserves the right to modify the price of Options for any new contractual period.

Rate increases concerning options will be notified to the Client at least two months before they take effect.

If the Client refuses the rate change, they undertake to terminate the subscription of the option in the manner provided for in Article 25 within one month following receipt of the information on the new rate.

Failing this, they will be considered to have accepted the modified rate which will be fully applicable when the subscription to the chosen option is tacitly renewed.

Article 25 - Cancellation of options

a. Termination at the initiative of the Client

The Client may terminate the subscription to the chosen option at any time after notifying the professional of their decision under the following conditions:

- by email at customer@inemotion.com by specifying their first and last name, e-mail address, and In&box number

It is specified that any period started is due. Termination will occur on the anniversary date of the initial subscription of the option.

b. Termination at the initiative of the professional

The Professional reserves the right to terminate the Membership Option in the event of non-payment or failure by the Client to meet its obligations under these terms and conditions.

Cancellation will be preceded by a notice to the Client sent by e-mail and by registered letter to the address that the Client will have provided to the professional and that they undertake to update regularly on their user account.

This formal notice will specify in a visible box the date on which the termination will be effective and the option definitively deactivated and, where applicable, the prior period during which the Client may regularize their situation to avoid termination.

It is also specified that the professional reserves the right to cancel the subscription to the option at any time in compliance with the provisions of Article L215-1 of the French Consumer Code.

In this case, the professional shall inform the Client in writing, by registered letter or dedicated e-mail, no earlier than three months and no later than one month before the end of the period allowing for the rejection of the renewal, of the possibility of not renewing the contract.

This information, given in clear and comprehensible terms, will mention, in a visible box, the deadline for non-renewal.

It is also specified that the professional may also cancel the membership to an option, in particular in the event of force majeure, or an administrative or judicial decision ordering him to stop marketing this option.

CHAPTER VI: PROVISIONS COMMON TO THE SERVICES AND OPTIONS OFFERED ON THE PROFESSIONAL'S WEBSITE

Article 26 - Pre-contractual information

3.1 The Client acknowledges having been informed, before placing their order and concluding the contract, in a legible and comprehensible manner, of these general terms and conditions of sale and all the information listed in Article L. 221-5 of the French Consumer Code.

3.2 The following information shall be provided to the Client in a clear and comprehensible manner:

- the essential characteristics of the product;
- the price of the product;
- any additional transport, delivery or postage costs and any other costs.

3.3 The professional communicates the following information to the Client:

- its name or corporate name, the geographical address of its offices and, if different, that of its registered office, its telephone number and its e-mail address;

- the arrangements for payment, delivery and performance of the contract, as well as the professional's arrangements for dealing with complaints;
- the existence and the procedures for exercising the legal guarantee of conformity provided for in Articles L. 217-1 et seq. of the French Consumer Code, the guarantee for hidden defects provided for in Articles 1641 et seq. of the French Civil Code, and, where applicable, the commercial guarantee and client service provided for in Articles L. 217-15 and L. 217-17 of the French Consumer Code, respectively;
- the duration of the contract, where it is concluded for a fixed term, or the conditions for its termination in the case of a contract of indefinite duration.

3.4 The professional shall indicate, with regard to digital content:

- any relevant interoperability of this content with certain hardware or software of which the professional is or ought reasonably to be aware.

Article 27- Creation of a user account before the order

In order to carry out one of the three operations presented in these terms and conditions—subscription to a direct In&box leasing service, subscription to an In&box lease activation service, or subscription to an option—the Client must access the Professional's website and accept the data privacy policy available on the site.

They must then create a User Account, and to do this they must:

- Select the "Register" tab on the In&motion website by defining a password and a login or go to the "Membership" page,
- Select the tab "In&box lease activation" or "Direct In&box lease".
- Provide:
 - o their full name,
 - o e-mail address,
 - o phone number,
 - o principal mailing address,
 - o country,

Once the User Account has been created, the client will be able to proceed with the Sales Order process as described in article 28 of the present Terms.

It is specified that this user account will allow them to retrieve the information necessary for the management of their user account (billing, personal information, password modification...) as well as to add new options.

Article 28 - Order placement

The Client is invited to place their order via the website, from the online catalogue and by means of the form contained therein, for any product, within the limits of available stock.

It is recalled that, as described in these general conditions of sale, certain operations require the opening of a User account before any order.

To validate their Order, the Client must click on a first button to validate the Order (first click).

The Client must then check the details of the Order, which are displayed on the summary page, the quantities, prices, any applicable charges and terms and conditions.

The Client must also choose the means of payment and enter their payment information in accordance with Article 32 of these conditions.

To confirm the Order, the Client must confirm it again by:

- Ticking a box certifying acceptance of these Terms and Conditions;
- Clicking again (double click) on an Order validation button

The sale will be considered final:

- after confirmation of acceptance of the order is sent to the Client by the professional by e-mail;
- and after the professional receives full payment.

In case a product ordered is unavailable, the Client will be informed by e-mail.

Any order implies acceptance of the prices and descriptions of the products available for sale.

Any dispute on this point will take place within the framework of a possible exchange and the guarantees mentioned below.

In certain cases, including non-payment, incorrect address or other problem on the client's account, closure of the professional's website, etc... the professional reserves the right to block the Client's order until the problem is resolved.

For any question relating to the follow-up of an order, the Client must contact the professional at the contact details appearing in article 42 of the present conditions.

Article 29 - Electronic signature

The online provision of the Client's credit card number and the final validation of the order will be proof of the Client's agreement:

- payability of the sums due under the purchase order,
- signature and express acceptance of all operations carried out.

In the event of fraudulent use of the bank card, the Client is invited, as soon as such use is observed, to contact the professional at the contact details given in Article 42 of these terms and conditions.

Article 30 - Confirmation of order, payment and invoicing of selected services

The professional provides the Client via their user account a copy of the contract in digital version confirming the express commitment of the parties.

The Client shall pay the cost of the services and options to which they wish to subscribe by credit card after validation of their order.

This payment will correspond to the total cost for the subscription of the service for the entire duration chosen at the time of the validation of the order by the Client.

This payment will give rise to the sending of an invoice available on the Client's user account

The Client shall remain responsible for downloading the invoices corresponding to their orders and keeping them by printing them if necessary.

Article 31 - Proof of transaction

The computerized registers, kept in the professional's computer systems under reasonable conditions of security, shall be considered as proof of communications, orders and payments between the parties. The archiving of purchase orders and invoices is carried out on a reliable and durable support that can be produced as proof.

Article 32 - Method of payment

This is an order with an obligation to pay, which means that the placing of the order implies payment by the Client.

To pay for their order, the Client has, at their discretion, all the payment methods made available by the professional and listed on the professional's website.

This list is included in these general conditions of sale:

- Bank cards, Visa, Mastercard.

It is specified that bank cards issued by banks domiciled outside France must be international bank cards.

The Client provides the professional with a guarantee that they have the authorizations possibly required to use the method of payment of their choosing, during the validation of the purchase order.

The professional reserves the right to suspend any order management and any delivery in case of refusal of authorization of payment by credit card from the officially accredited bodies or in case of non-payment.

In particular, the professional reserves the right to refuse to make a delivery or to honour an order from a Client who has not paid in full or in part for a previous order or with whom a payment dispute is in progress.

The payment of the price is made in full with the order, after validation of the order by the professional.

The amount due by the Client is debited only at the time of validation of the order by the professional.

A payment confirmation email will be sent to the Client at the email address provided when creating their Client account.

The payments made by the Client will be considered final only after effective collection of the sums due, by the professional.

To fight against credit card fraud, the professional has set up a secure remote payment system.

When paying online, the Client may be asked to confirm the purchase by means of a text message that will be communicated to them by their bank.

Article 33 - Product warranty

a. Legal guarantee of conformity and legal guarantee of hidden defects

The Seller (the company IN&MOTION, a simplified joint-stock company with a capital of 36,291 euros, whose registered office is located at 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY – FRANCE, registered in the Annecy Trade and Companies Register under number 805 388 329, whose SIRET number is 80538832900015 and whose intra-community VAT number is FR 50805388329 guarantees the conformity of the goods and services to the contract, enabling the Client to request the legal guarantee of conformity provided for in Articles L. 217-4 et seq. of the French Consumer Code or the guarantee of the defects of the goods sold within the meaning of articles 1641 et seq. of the French Civil Code.

In case of implementation of the legal guarantee of conformity, it is reminded that:

- the Buyer has a period of 2 years from the delivery of the good to act;
- the Buyer may choose between repairing or replacing the goods, subject to the cost conditions provided for in Article L. 217-17 of the French Consumer Code;
- the Buyer is exempted from furnishing proof of the existence of the lack of conformity of the goods during the 24 months following the delivery of the goods.

In addition, it is recalled that:

- the legal guarantee of conformity applies independently of the commercial warranty indicated below;
- the Buyer may decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, they can choose between the resolution of the sale or a reduction of the price in accordance with Article 1644 of the Civil Code.

b. Commercial Warranty

During the entire duration of the subscription to a commitment (annual or monthly) of direct In&box lease or In&box lease activation and in the event of a proven defect or technical problem with the In&box, the Client shall be provided with a dedicated service that will send a new In&box within 72 hours (working days) if the problem they encounter with the In&box cannot be solved remotely.

This shipment will be made before the Client returns the defective In&box.

This 72-hour period is valid in metropolitan France except in cases of force majeure making it impossible to deliver on time (strikes, bad weather ...).

In case of failure to return the defective In&box after sending the new In&box and after a reminder that has not been effective, the professional will send the Client a formal notice to return the In&box. In the event that this formal notice is also without effect within 15 (fifteen) days following its sending, and unless the Client can prove that they are not at fault, the Client shall be liable to pay compensation equal to 399 euros.

The amount of this indemnity will be deducted from the security deposit initially paid by the Client, it being understood that a new security deposit will be requested after sending the new In&box.

In case of a decrease in performance or a problem independent of the user, and inherent to a defect of the In&box, the In&box will be replaced free of charge and the shipping costs will be offered by In&motion.

c. Implementation of a warranty

In order to benefit from a warranty for a product purchased from the Company, the Client must contact the Company at the electronic contact details given in article 42 of these terms and conditions.

In order to optimize the processing of their requests, the Client is asked to indicate in all its correspondence:

- Their full name
- The order number to which the complaint relates
- References to identify the product in question

The legal guarantees and commercial warranty cannot be invoked in the event of a shock, fall, damage or modification or repair not carried out by the professional as well as in the event of non-compliant use of the latter

It is specified that only the Client may invoke the guarantees described in these general conditions of sale.

Article 34 - Right of withdrawal

In accordance with the provisions of the French Consumer Code, the Client has a period of 14 working days from the date of delivery of their order for products delivered (case of direct In&box rental) and from the date the contract is concluded for products consisting of services (in the case of In&box lease activation and options), to return any item that does not suit them and request an exchange or reimbursement without penalty, with the exception of return costs which remain the responsibility of the Client.

However, the products must be returned in their original packaging and in perfect condition within 14 days at least following notification to the professional of the Client's decision to withdraw.

Returns are to be made in their original condition and complete (packaging, accessories, instructions ...) allowing their remarketing in new condition, accompanied by the purchase invoice sent in digital version by email as well as in paper version with the order.

Damaged, soiled or incomplete products will not be taken back.

The right of withdrawal may be exercised:

- online, using the withdrawal form available on the website
- or by mail using the withdrawal form available on the website or in these Terms and Conditions.

In the event that the right of retraction is carried out by electronic means, an acknowledgement of receipt will immediately be sent to the Client at the e-mail address communicated by the latter.

Any other form of declaration of withdrawal is accepted. It must be unambiguous and express a willingness to withdraw.

In case of exercise of the right of withdrawal within the above-mentioned period, the price of the product(s) purchased and the delivery costs shall be reimbursed.

The professional shall not be obliged to reimburse the additional costs if the consumer has expressly chosen a more expensive method of delivery than the standard method of delivery offered by the professional.

The exchange (subject to availability) or reimbursement will be made within 14 days of receipt, by the professional, of the products returned by the Client under the conditions provided above.

Article 35 - Force majeure

Any circumstances beyond the control of the Parties which prevent the performance of their obligations under normal conditions shall be considered as grounds for exemption from the Parties' obligations and shall lead to their suspension.

The party invoking the circumstances referred to above shall immediately notify the other party of their occurrence, as well as of their disappearance.

Will be considered as cases of force majeure: all irresistible facts or circumstances, external to the parties, unforeseeable, unavoidable, independent of the will of the parties and which cannot be prevented by the latter, despite all reasonably possible efforts. The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the stoppage of telecommunication networks or difficulties specific to telecommunication networks external to clients.

The parties will come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the case of force majeure lasts more than three months, these general conditions may be terminated by the injured party.

Article 36 - Intellectual property

The content of the website (technical documents, drawings, photographs, etc.) remains the property of the professional who alone holds the intellectual property rights to this content.

Clients undertake not to make any use of this content; any total or partial reproduction of this content is strictly forbidden and is likely to constitute an offence of counterfeiting.

Article 37 - Data Processing and Liberties

The nominative data provided by the client are necessary for the processing of the order and the establishment of invoices.

They may be communicated to the professional's partners responsible for the execution, processing, management and payment of orders.

The processing of information communicated via the website is detailed in the "Privacy Policy" tab accessible from the professional's website.

Article 38 - Partial non-validation

If one or more stipulations of these general conditions are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain their full force and scope.

Article 39 - Non-waiver

The fact for one of the parties not to take advantage of a breach by the other party to any of the obligations referred to in these terms and conditions can not be interpreted for the future as a waiver of the obligation in question.

Article 40 - Language of the contract and titles

The original version present general conditions were drawn up in French and translated into English. In the event that they are translated into one or more foreign languages, only the French text shall be authentic in the event of a dispute.

In case of difficulty of interpretation between any of the headings at the beginning of the clauses and any of the clauses, the headings will be declared non-existent.

Article 41 - Mediation

The client may have recourse to conventional mediation, in particular with the Consumer Mediation Commission or with the existing sectoral mediation bodies, or to any alternative dispute resolution method (e.g. conciliation) in the event of a dispute.

In accordance with the provisions of Articles L 611-1 and R 612-1 et seq. of the French Consumer Code concerning the amicable settlement of disputes: when the consumer has sent a written complaint to the professional and has not obtained satisfaction or response within two months, they may submit their complaint free of charge to the consumer ombudsman. The matter must be referred to the mediator within a maximum period of one year from the initial complaint.

The MCP MEDIATION mediator can be contacted directly online at the following address: www.mcpmediation.org or by mail MÉDIATION DE LA CONSOMMATION & PATRIMOINE - 12 Square Desnouettes - 75015 PARIS

Article 42 - Assistance - complaints - contact details

For any question relating to the Site, to the products offered by the professional, to the content and the follow-up of the order or for any complaint, the Client is invited to contact the professional by one of the following means:

- Electronically: customer@inemotion.com
- By phone: +33 (0)4.57.41.14.30

The professional undertakes to reply to the Client within a reasonable time.

Article 43 - Applicable law

The present general conditions are subject to the application of French law, to the exclusion of the provisions of the Vienna Convention. The same applies to the substantive rules as to the formal rules.

However, pursuant to EC Regulation 593/2008 of 17 June 2008, these general terms and conditions of sale do not prevent the application of a provision more favourable to the client, which cannot be derogated from by agreement, and this under the law of the country where the client has their habitual residence.

In the event of a dispute or claim, the Client will first contact the professional to obtain an amicable solution.

APPENDIX 1 - Provisions relating to statutory guarantees

Article L217-4 of the French Consumer Code

The Seller shall deliver goods in conformity with the contract and shall be liable for any lack of conformity existing at the time of delivery. They shall also be liable for defects in conformity resulting from the packaging, assembly instructions or installation when this has been entrusted to them by the contract or has been carried out under their responsibility.

Article L217-5 of the Consumer Code

The goods are compliant with the contract:

1° If it is fit for the use habitually expected of a similar good and, where appropriate:
- if it corresponds to the description given by the Seller and has the qualities that the Seller has presented to the Buyer in the form of a sample or model; - if it has the qualities that a Buyer may legitimately expect in view of public statements made by the Seller, by the producer or by their representative, in particular in advertising or labelling; 2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the Buyer, brought to the knowledge of the Seller and which the latter has accepted.

Article L217-12 of the French Consumer Code

The action resulting from the lack of conformity is time-barred after two years from the delivery of the goods.

Article L217-16 of the French Consumer Code

When the Buyer asks the Seller, during the commercial warranty granted to him when acquiring or repairing a movable asset, for a repair covered by the warranty, any period of immobilisation of at least seven days is added to the remaining period of the warranty.

This period starts from the time the Buyer requests intervention or makes the goods in question available for repair if this availability is after the request for intervention.

Article 1641 of the French Civil Code

The Seller shall be liable for hidden defects in the goods sold which render them unfit for their intended use or which so diminish this use that the Buyer would not have acquired them, or would only have paid a lower price for them if they had known about them.

Article 1648 of the French Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.

In the case provided for by article 1642-1 In the event of a claim, the action must be brought, under penalty of foreclosure, within one year from the date on which the Seller can be discharged from the apparent defects or lack of conformity.

Article L215-1 of the Consumer Code

For service contracts concluded for a fixed period with a tacit renewal clause, the professional providing the service shall inform the consumer in writing, by registered letter or dedicated e-mail, no earlier than three months and no later than one month before the end of the period allowing for the rejection of the renewal, of the possibility of not renewing the contract which they have concluded with a tacit renewal clause. This information, given in clear and understandable terms, mentions, in an apparent box, the deadline for non-renewal

Where this information has not been sent to the Client in accordance with the first subparagraph, they may terminate the contract free of charge at any time from the date of renewal.

Advances made after the last date of renewal or, in the case of open-ended contracts, after the date of conversion of the initial fixed-term contract, shall in that case be reimbursed within 30 days of the date of termination, less any sums corresponding to the performance of the contract up to that date.

APPENDIX 2 - Withdrawal form

For the attention of IN&MOTION, whose registered office is located at 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - FRANCE.

The company is registered with the Annecy Trade and Companies Register under number 805 388 329, its SIRET number is 80538832900015 and its intra-community VAT number is FR 50805388329

The company's phone number is: +33 (0)4.57.41.14.30

Please complete this form only if you wish to withdraw from the contract and return it to the e-mail address customer@inemotion.com or by mail at the address:

In&motion, 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - FRANCE

I hereby notify you of my right to withdraw from the contract concerning:

Product name/membership	Reference	Quantity

Ordered on: _____

Name of consumer: _____

Consumer's e-mail address: _____

Consumer's mailing address: _____

If you wish and in order to continuously improve our services, you can indicate the reason for withdrawal _____

Once you have notified your withdrawal, please return your In&box in its original packaging to the following address:

10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - FRANCE

Your withdrawal request will be taken into account upon receipt of your In&box and once the check for any damage has been carried out.

Consumer signature

Date: _____

(If sending by postal mail):