

GENERAL RENTAL TERMS AND CONDITIONS (GRTC) - IN&MOTION

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**Preamble**

1. These General Rental Terms and Conditions (**GRTC**) outline the contractual conditions between IN&MOTION and the Client concerning their Subscription to the IN&BOX provided by IN&MOTION.

All obligations between the Parties are expressed in these terms and take precedence over any contradictory document or version, if necessary.

The GRTC become applicable to all Subscription commitments as soon as they are posted on the Website, expressly or by tacit renewal, from the countries listed on the Website at the time of the order.

Although the GRTC have no expiration date, IN&MOTION reserves the right to modify them periodically.

The Client acknowledges having read and fully accepted the GRTC before placing their order. These terms are enforceable against the Client in accordance with Article 1119 of the French Civil Code,

and the Client agrees to abide by them by accepting the GRTC.

2. IN&MOTION develops and sells the IN&BOX, which is integrated into airbag products equipped with IN&MOTION technology and related products and services. The IN&BOX can only be used with an airbag product incorporating the IN&MOTION airbag system.

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

The manual is available on the website and contains all the technical and practical features of the IN&BOX.

### **Article 1. Definitions**

“**Subscription**” refers to any subscription to the IN&BOX and/or Options sold by IN&MOTION.

“**Accessory(ies)**” refers to the USB-C or micro USB cable, neck strap, user manual, and stickers provided with the IN&BOX.

“**Application**” refers to the IN&MOTION “MY IN&BOX” mobile application developed by IN&MOTION.

“**Client**” refers to any legal-aged natural person who places an order for products or services on IN&MOTION’s website <https://www.inemotion.com/>

“**User Account**” refers to the personal account of the Client created on the Website or Application at the time of their order with IN&MOTION, which allows the Client to manage their Subscription.

“**Security Deposit**” refers to the amount that the Client authorises, at the time of ordering, to be debited in the event of a breach of their obligations, under the conditions outlined in the Article “Security Deposit”.

“**IN&BOX**” refers to the electronic box developed and sold by IN&MOTION containing IN&MOTION technology, which is necessary to operate products using the IN&MOTION airbag system. For technical aspects of the IN&BOX, the Client must refer to the user manual provided when purchasing it or a product incorporating the airbag system developed by IN&MOTION.

This manual is available on IN&MOTION’s website and contains all the technical and practical features of the IN&BOX.

“**IN&MOTION**” 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 80538832900023 and whose intra-community VAT number is FR50805388329.

“**Option(s)**” refers to an additional functionality for the IN&BOX (such as an additional detection mode) to which the Client may subscribe under the conditions outlined in the Article “Choice and suspension of Options”.

“**Party(ies)**” commonly refers to IN&MOTION and the Client.

“**Period(s)**” refers to a renewable subscription period of one (1) year or one (1) month, depending on the periodicity chosen by the Client at the time of subscription.

“**Website**” refers to IN&MOTION’s website (<https://www.inemotion.com/>).

### **Article 2. Scope of application**

The GRTC apply to any Subscription made on the Website or the Application by the Client.

The Subscription includes the following services:

- (i) Rental of an IN&BOX and its accessories,

- (ii) The detection mode included in the chosen commitment (default mode selected by the Client at the time of their commitment, among the detection modes that they have not already subscribed to. The default mode can be changed from the User Account within the limit of one (1) time per Subscription Period),
- (iii) The Options subscribed by the Client under the conditions outlined in these GRTC,
- (iv) The Application,
- (v) The continuous and regular provision of corrective and improvement updates downloaded and installed by the Client from the Application.

IN&MOTION offers the same quality of digital services to all the Clients who take a Subscription.

### **Article 3. Order**

#### **3.1. Order validation**

The Client is invited to place their order via the Website or Application, from the online catalogue and using the form contained therein.

When ordering, the Client is invited to open a User Account.

To validate the order, after initial confirmation, the Client must check the details of their order, choose their payment method, read the GRTC and accept them (check box) before validating the order and paying the amount.

The contract is concluded as soon as IN&MOTION sends an email to the Client with the order confirmation and GRTC, which the Client has accepted.

#### **3.2. Product or service activation**

Some of IN&MOTION's products and services require prior activation before they can be used (for example: IN&BOX, detection mode). The Client is informed in advance when such activation is necessary.

Prior activation is always required:

- For IN&MOTION airbag systems, including when they have not been ordered on the Website or the Application (for example, when a product integrating the IN&MOTION airbag system is purchased from an authorised partner),
- For Options subscribed under the conditions referred to in the Article "Choice and suspension of Options".

Where applicable, once the order has been confirmed under the above conditions, the Client must:

1. Download the Application by following the instructions in the user manual available online,
2. Log in to the Application using the login details of the User Account created before the order,
3. Pair the product or service to the User Account by following the detailed instructions in the Application and user manual.

Activation will be effective immediately after completion of the above steps.

If the IN&BOX is not activated within six (6) months of the order confirmation, the Client will be required to return the IN&BOX under the conditions of the Article "Return of the IN&BOX".

Products and services that are not activated or that have been deactivated in the cases described in these T&Cs (see in particular paragraphs "Payment default" and "Suspension of Subscription") are not functional and, therefore, unusable.

IN&MOTION cannot be held responsible for using non-activated or deactivated products and services.

### **Article 4. Price - Security Deposit - Payment**

#### **4.1. Price**

The prices applicable to the Subscription and any other product and service offered by IN&MOTION are those in force and accessible on the Website or Application at the time of the Client's order.

The prices are indicated in euros, including all taxes and taking into account the VAT applicable on the day of the order.

IN&MOTION reserves the right to modify the prices of its products and services. Price increases applicable to the Subscription will be notified to the Client in writing at least two (2) months before their implementation.

In case of notification of a price modification by IN&MOTION, the Client has a period of one (1) month from this notification to refuse, if they so wish, the price modification by terminating the Subscription under the conditions referred to in the Article "Termination at the Client's initiative".

Otherwise, the increased prices will apply to the Client as of their next subscription renewal.

Any change in the applicable VAT rate will be automatically reflected on the prices of IN&MOTION's products and services. If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, these modifications shall be reflected without delay on the prices.

The prices do not include the delivery costs and the possible customs charges, which remain the Client's responsibility. The Client is informed in advance of the delivery costs at the time of their order.

#### **4.2. Discounts**

IN&MOTION reserves the right to grant, periodically, exceptional price reductions to the Client, the conditions of which will be communicated to them beforehand (on the Website, the Application, and/or by email).

#### **4.3. Security deposit**

Taking the Subscription is conditional upon the Client authorising a Deposit equal to the purchase price of the IN&BOX in effect at the time of the order, as indicated on the Website.

The Security Deposit is not debited at the time of order.

However, by accepting the GRTC, the Client authorises IN&MOTION to deduct the Security Deposit from the Client's bank account, according to the means of payment referred to in the paragraph below, in the event of the Client's failure to meet its obligations (see in particular the Articles "Termination" and "Return of the IN&BOX"). The Client will be informed beforehand of the collection of the Security Deposit and of its justification by IN&MOTION.

#### **4.4. Terms of payment**

The Client has, at their choice, the following means of payment, restated on the Website or the Application:

- **Bank cards, Visa, Mastercard**  
It is specified that bank cards issued by banks domiciled outside France must be international bank cards.
- **SEPA Direct Debit**  
Payment by SEPA direct debit is conditional upon the Client's prior signature of the electronic SEPA Direct Debit Mandate form provided at the time of payment.

Payment of the price is made at the time of the order and then by direct debit at each Subscription due date (monthly or annually).

The Client provides IN&MOTION with a guarantee that they have the authorisations required to use the payment method of their choosing during the validation of the order. The Client undertakes to keep the information relating to their payment method up to date.

Regardless of the payment method chosen, the Client agrees to update their bank details or credit card number before the next Subscription Period by e-mail or from their User Account. They will join any necessary proof (in particular, the new bank identification number) to allow IN&MOTION to update the SEPA direct debit mandate.

IN&MOTION reserves the right to suspend any order or delivery if the officially accredited bodies refuse the credit card payment authorisation or in case of non-payment of all or part of a current or passed order.

The amounts due by the Client are debited only after confirmation of the order by IN&MOTION.

To fight against credit card fraud, IN&MOTION has set up a secure remote payment system. When paying online, the Client may be asked to confirm the purchase using a secure method communicated to them by their bank. An order 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 IN&MMOTION effectively collects the sums due.

#### **4.5. Payment Default**

If the Client is in default of payment, IN&MOTION will ask them by email to immediately pay the amounts due.

The Client has one (1) month from the date of this email to comply.

If the payment is not settled within one (1) month, IN&MOTION will inform the Client by email that the IN&MOTION products and services will be deactivated at the end of the specified period.

If the payment has not been made within this period, IN&MOTION will deactivate the products and services.

IN&MOTION will then immediately inform the Client of this deactivation and will require the Client to settle the payment within a period specified to them under penalty of termination of their Subscription.

If the Subscription is terminated at the end of the above-mentioned procedure, the Client will be immediately informed by email, and IN&MOTION will ask them to return the IN&BOX within fourteen (14) days from the date of this email.

The shipping costs of the IN&BOX are, in this case, the exclusive responsibility of the Client, who is then free to choose the carrier.

Failure to return the IN&BOX within this fourteen (14) day period shall entitle IN&MOTION to collect the Deposit in accordance with the Article "Return of the IN&BOX".

In addition, IN&MOTION reserves the right to take the necessary measures to recover the sums still owed by the Client, including through the intermediary of a collection company, which will apply a surcharge of up to twenty-five per cent (25%) of the sums due.

#### **Article 5. Sponsorship**

Clients who have received a Subscription may refer other potential Clients wishing to take out a Subscription from the dedicated tab in their User Account or the Application under the conditions set out therein.

The amount of discounts granted and the maximum number of referrals per Sponsor in effect at the time of referral are indicated on the Website or the Application.

The sponsored Client ("**Sponsee**") will benefit from a price reduction at the time of subscription.

The sponsoring Client ("**Sponsor**") will also receive a price reduction for each Subscription purchased by a Sponsee.

It is specified that the reduction is acquired only if the Sponsee does not exercise their right of withdrawal (see Article "Right of withdrawal").

The discount is cumulative with other IN&MOTION offers for Sponsors but not with other IN&MOTION offers for Sponsees.

It is specified that only people who have never contracted with IN&MOTION can be Sponsees.

If the Sponsor suspends their subscription when sponsorship is activated, the sponsor still benefits from the sponsorship rate reduction.

If the Sponsee suspends their subscription when sponsorship is activated, the sponsee no longer benefits from the sponsorship rate reduction.

#### **Article 6. Subscription duration**

The Subscription takes effect from the date the Client's order is confirmed.

The Subscription is taken out for renewable periods of one (1) year or one (1) month (the "**Period(s)**"), depending on the periodicity chosen by the Client at the time of their order.

If the Subscription is not terminated before the expiry date of the current Period, it is automatically renewed for a Period of the same duration (annual or monthly, depending on the Subscription chosen).

The Subscription's expiration date is the anniversary date (annual or monthly) of the Subscription by the Client, as indicated on their User Account.

#### **Article 7. Suspension of the subscription**

##### **7.1. Request for suspension**

Only Clients who have subscribed to a monthly Subscription may suspend their Subscription (including Clients with a monthly Subscription who have subscribed to Options on an annual basis).

This suspension may be requested by the Client at any time from their User Account, for a period of one (1) or more months, up to a limit of four (4) months (consecutive or not) per year following the beginning of the first suspension.

After receiving an email confirming the suspension, the Client must connect the IN&BOX to the Application or through the connection method indicated in the IN&BOX user manual to activate suspension mode.

The suspension will be effective as of the activation by the Client of the suspension mode.

During the entire suspension period and until the IN&BOX is reactivated:

- The IN&BOX will be deactivated and, therefore, unusable. IN&MOTION cannot be held responsible if the airbag system is used during a suspension period.
- All options subscribed monthly will be deactivated, and payment suspended.
- All options subscribed annually will be deactivated, but the suspension will not affect their payment.
- The Subscription will be charged at the discounted price as indicated on the Website or App.

## **7.2. Cancellation of the suspension and reactivation of the IN&BOX**

The Client may request to cancel the suspension at any time from their User Account, with immediate effect.

If the Client cancels its suspension request, the Period during which the cancellation request is notified will be considered due (and will not be counted toward the four (4) month suspension limit referred to above).

After receiving an email notification of the end of the suspension period, the Client must connect the IN&BOX to the Application or by the connection method indicated in the user manual for the IN&BOX to be active and functional again.

## **Article 8. Termination**

### **8.1. Termination at the initiative of the Client**

The Client is free to terminate their Subscription at any time by notifying IN&MOTION of their decision via the termination form available on the Website, or via the contact form available on the Website or the Application, specifying their first name, last name, email address, and the subject of the request as "Manage my existing membership – payment, options > Information on cancellation procedure."

From the date of confirmation of the termination request received by email, the Client must return the IN&BOX to IN&MOTION within fourteen (14) days, under the conditions set out in the Article "Return of the IN&BOX".

As an exception to this last Article, the shipping costs of the IN&BOX are, in this case, the exclusive responsibility of the Client, who is then free to choose the carrier.

In this case, the termination of the Subscription takes effect:

- Either from the date IN&MOTION receives the IN&BOX.

If the Client has paid the fees for a Subscription Period between the date of dispatch of the IN&BOX (as proven by the postmark) and its receipt by IN&MOTION, those fees will be refunded.

- Or, the Subscription termination will take effect from the date of IN&MOTION's effective collection of all or part of the Security Deposit in the cases outlined in the "Return of the IN&BOX" article.
  - If the IN&BOX is not returned within the specified period,
  - If the IN&BOX is returned and IN&MOTION's analysis upon receipt reveals an anomaly or malfunction related to non-conforming use by the Client.

### **8.2. Termination at the initiative of IN&MOTION**

IN&MOTION reserves the right to terminate the Client's Subscription if the latter:

- Fails to comply with its obligations under the GRTC (including any default payments referred to in the "Default Payments" section),
- Or, in the case of force majeure as described in the Article "Force majeure",
- Or when an administrative or judicial decision requires such termination.

If any of these situations arise, IN&MOTION will promptly notify the Client via email.

- The Subscription's termination is immediate if it results from a case of force majeure or an administrative or judicial decision.

The Client will then be required to return the IN&BOX under the conditions of the article "Return of the IN&BOX".

- Termination of the Subscription due to payment default will take effect as described in the "Payment Defaults" paragraph.

In addition, IN&MOTION may collect a Security Deposit under the conditions referred to in the same paragraph.

## **Article 9. Delivery**

The delivery terms referred to in this article concern only goods ordered on the Website and the Application.

### **9.1. Terms of delivery**

Delivery means the transfer of physical possession or control of the goods to the Client.

IN&MOTION arranges delivery through a carrier of their choice based on the delivery method selected by the Client during the order process.

Delivery is made at the address given by the Client and at the rates indicated on the summary page before the validation of the order by the Client.

No deliveries are made to campsites, hotels, post office boxes, or other post offices. It is also specified that the delivery is made exclusively on the territory of the countries indicated in the list accessible on the Website at the time of the order.

Any package returned to the Client because of a non-compliant, erroneous, or incomplete delivery address will be reshipped at the Client's expense.

### **9.2. Delivery times - delay**

Orders placed on the Website or the Application will be processed and shipped within the time frame specified to the Client during the order confirmation, subject to payment validation and potential anti-fraud checks. However, orders may be delayed due to force majeure or when the online store is temporarily closed (which will be clearly communicated on the site's homepage).

If no indication is given, IN&MOTION commits to delivering the order without unjustified delay and, at the latest thirty (30) days following the date of the order confirmation email in accordance with the provisions of Article L216-1 of the Consumer Code.

If the agreed delivery date or deadline is not met, the Client shall, before terminating the Subscription, instruct IN&MOTION to deliver the order within a reasonable additional period.

In case of non-delivery at the end of this new period, the Client may freely terminate the Subscription by notifying IN&MOTION by email.

The Subscription shall be deemed terminated on receipt by IN&MOTION of the email informing them of said termination unless IN&MOTION has already carried out the termination.

The sums already paid by the Client will then be refunded to them at the latest within fourteen (14) days following the date on which the contract was terminated.

In accordance with Article L. 242-4 of the French Consumer Code, if IN&MOTION has not reimbursed the sums paid by the Client, the sums due are automatically increased by:

- The legal interest rate if reimbursement is made no later than ten (10) days after the expiry of the fourteen-day (14) period set out above,
- Ten per cent (10%) if the delay is between twenty (20) and thirty (30) days,
- Twenty per cent (20%) if the delay is between thirty (30) and sixty (60) days,
- Twenty per cent (20%) if the delay is between thirty (30) and sixty (60) days,
- Fifty per cent (50%) between sixty (60) and ninety (90) days,
- And an additional five points for each further month of delay up to the product's price and, subsequently, the legal interest rate.

### **9.3. Unavailability**

IN&MOTION will inform the Client without delay in case all or part of the order is unavailable. The Client will receive a refund for any sums paid towards the cancelled portion (or the entire order, if necessary) within fourteen (14) days of being notified of the unavailability.

### **9.4. Delivery incidents - damaged package**

**Refusal of delivery:**

If the original packaging is damaged, torn, or opened at the time of delivery, the Client must then check the condition of the items. This verification is considered to have been carried out as soon as the delivery note has been signed without reservations.

If the products have been damaged, the Client must refuse the package and note a reservation on the delivery slip (parcel 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 ...).

The Client shall then confirm these reservations to IN&MOTION at the address mentioned in the Article "Contact, assistance and claims".

#### **Return/Exchange:**

If the products do not conform to the Client's order and need to be returned to IN&MOTION, a return request must be made within seven (7) days of delivery, using the contact details provided in the "Contact, assistance and claims" article.

Any request for a return made after this period will not be accepted. The return of the product can only be accepted for products in their original condition (packaging and Accessories).

#### **9.5. Transfer of risks**

The risk of loss or damage to the goods shall pass to the Client upon signature of the delivery note (or, failing that, from the latest delivery date estimated by the carrier).

#### **Article 10. Choice and suspension of Options**

The Options are subscribed on the Website or the Application according to the same rules as those applicable to the Subscription.

The prices applicable to the Options are the prices in force accessible on the Website or the Application at the time of the order.

Any Option subscribed to is immediately effective. However, the functionality it contains must be activated from the Application according to the instructions provided by IN&MOTION.

The Client can freely terminate the Options, independently of the Subscription, from the Client's User Account. Any Period started at the time of the request to terminate the Option is due. Option termination will be effective as of the first day of the next Period.

#### **Article 11. Conditions of use and maintenance of the IN&BOX**

IN&MOTION shall not be held responsible for any decrease in performance or deterioration of the IN&BOX resulting from the Client's failure to:

- Comply with all instructions relating to the use and maintenance of the IN&BOX, provided by IN&MOTION (via the user manual accessible on the Website or the Application and provided at the time of subscription, the General Terms of Use, the service communications sent by email and on the Application, the Website and After-sales service).
- Download and install the updates deployed by IN&MOTION, of which they will be informed by e-mail and/or message, as well as in the Application.
- Connect the IN&BOX at least once a year for annual subscriptions (Subscription or Option only) and at least once a month for monthly subscriptions (Subscription or Option only) using the connection method indicated in the IN&BOX user manual. Otherwise, the IN&BOX will be automatically blocked and not work until the next connection.

IN&MOTION will not be held responsible for any misuse or improper maintenance of the IN&BOX by the Client or any third party whom the Client has entrusted with the IN&BOX, shared their login credentials with, or who gained access to their User Account due to the fault, clumsiness, or negligence of the Client.

#### **Article 12. Ownership of the IN&BOX**

##### **12.1. Property of IN&MOTION**

The IN&BOX remains the property of IN&MOTION throughout the Subscription, even when the Client has received it.

As such, the Client must use and maintain the IN&BOX according to the instructions provided by IN&MOTION.

In addition, the Client is required to return the IN&BOX at the end of the Subscription, except in the case of purchase by the Client under the conditions outlined in the Article "Possibility of purchasing the IN&BOX".



## **12.2. Theft**

The Client must immediately inform IN&MOTION by postal mail or email if the IN&BOX is stolen, accompanied by a copy of the report drawn up by the police.

The Client's Subscription will be automatically terminated upon receiving the latter document.

IN&MOTION 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 absence of payment of the said invoice and after a formal notice remaining without response for eight (8) days from its reception, IN&MOTION can deduct the Security Deposit.

IN&MOTION reserves the right to refuse any new order from the Client as long as the amount due for the stolen IN&BOX has not been paid or the Security Deposit has yet to be taken from the Client's account.

IN&MOTION reserves the right to refuse to proceed with activating an IN&BOX identified as stolen, of which the Client will be informed by email if necessary.

### **Article 13. Return of the IN&BOX**

Any return of IN&BOX due by the Client, in application of the GRTC, must be carried out under the following conditions:

- The IN&BOX is returned by registered mail with acknowledgement of receipt, in its original packaging, to the following address:  

**IN&MOTION - 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - France**
- Unless otherwise provided for in the GRTC, the shipment of the IN&BOX is at the sole expense of IN&MOTION and will be made by the carrier chosen by IN&MOTION.
- In case of incomplete return or damage of the IN&BOX by the Client, IN&MOTION reserves the right to charge the cost of the repairs (or, if necessary, of the replacement) on the Security Deposit.
- If the IN&BOX is not returned (except in case of theft as described in the Article "Theft"), the payment of the Subscription Periods will continue to be due by IN&MOTION.

IN&MOTION reserves the right to collect the Security Deposit from the Client's bank account if the IN&BOX is not returned within three (3) months (unless a shorter period is indicated in the GRTC) from the date on which the return is due.

### **Article 14. Possibility of buying the IN&BOX**

The Client may definitively acquire the IN&BOX at any time by paying the price indicated on the Website and calculated in proportion to the duration of the Subscription from which the Client has benefited.

To do so, the Client shall follow the procedure referred to in the "Help" section of the Website or contact IN&MOTION at the address mentioned in the Article "Contact, assistance and claims".

The acquisition will be subject to the prior acceptance by the Client of IN&MOTION's General Sales Terms and Conditions.

The Client is informed that acquiring the IN&BOX entails the termination of their Subscription (except any Options subscribed).

### **Article 15. Right of withdrawal**

#### **15.1. Withdrawal period**

The Client has the right to withdraw their Subscription and request a refund.

This right can be exercised until the expiration of fourteen (14) calendar days from the receipt of the IN&BOX (date of signature of the delivery note or, failing that, the latest delivery date estimated by the carrier).

The time limit begins on the day following the latter date, at the beginning of the first hour and ends at the end of the last hour of the last day of the time limit. If this period expires on a Saturday, Sunday, holiday or non-working day, it is extended to the next working day.

## 15.2. Exercising the right of withdrawal

The right of withdrawal can be exercised online or by mail by sending to IN&MOTION the withdrawal form (accessible from the Website and in Annex 1 of the CGL) duly filled in by the Client.

If the right of retraction is exercised electronically, an acknowledgement of receipt will immediately be sent to the Client at the e-mail address they communicated.

If the right of withdrawal is exercised, the price and delivery costs are refunded to the Client, excluding additional costs related to a delivery method expressly chosen by the Client if it is more expensive than the standard delivery method proposed by IN&MOTION.

The refund will be made by IN&MOTION within fourteen (14) days from the receipt, by IN&MOTION, of the products returned by the Client under the conditions provided above.

## 15.3. Return of the IN&BOX

If the right of withdrawal is exercised, the IN&BOX shall be returned per the terms specified in the "Return of the IN&BOX" article within fourteen (14) days from the date of notification by the Client to IN&MOTION regarding the decision to withdraw.

Subject to the provisions of the Article "Incidents of delivery - damaged package", the damaged, soiled or incomplete products can not be taken back and give rise to a refund.

## 15.4. Limitations on Options

Subscribing to the Options, as defined in the "Choice and suspension of the Options" article, constitutes a contract for digital services that requires payment. This contract does not involve providing any tangible materials, and its execution commences immediately upon validation of the order.

Under these circumstances, the Client is not permitted to exercise the right of withdrawal for the Options once the order has been validated. The Client is explicitly requested to consent to the commencement of the service execution before the expiration of the withdrawal period and to acknowledge the forfeiture of the right of withdrawal in such a case.

## Article 16. Guarantees and Warranties

### 16.1. Legal guarantee of conformity and hidden defects

The Client is entitled to the implementation of the legal guarantee of conformity in the event of the appearance of a defect in conformity during a period [equal to the duration of the Subscription] from the provision of the digital content or the digital service. During this period, the Client is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or the digital service during [the Subscription].

The legal guarantee of conformity gives the Client the right to have the digital content or the digital service brought into conformity without undue delay following their request, at no cost and without major inconvenience to them.

The Client may obtain a price reduction by retaining the digital content or service, or the Client may terminate the contract with a full refund in exchange for relinquishing the digital content or service if:

- 2° There is an undue delay in bringing the digital content or service into compliance;
- 2° There is an undue delay in bringing the digital content or service into compliance;
- 3° The compliance of the digital content or the digital service cannot take place without costs imposed on the Client;
- 4° The compliance of the digital content or service causes a major inconvenience to the Client;
- 5° The non-conformity of the digital content or service persists despite IN&MOTION's unsuccessful attempt to make it conform.

The Client shall also be entitled to a price reduction or termination of the contract if the lack of conformity is so severe as to justify an immediate reduction in price or termination of the contract. The Client is not required to request compliance of the digital content or service in advance.

In cases where the lack of conformity is minor, the Client is only entitled to cancel the contract if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or service to bring it back into compliance suspends the remaining warranty until the digital content or service is provided in compliance again. These rights result from applying articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

If IN&MOTION obstructs the implementation of the legal guarantee of conformity in bad faith, they are liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 242- 18-1 of the Consumer Code).

The Client also benefits from the legal guarantee of hidden defects in the application of articles 1641 to 1649 of the civil code for two years from discovering the defect. This guarantee entitles the Client to a price reduction if the digital content or service is retained or to a full refund in exchange for relinquishing the digital content or service.

## **16.2. Commercial Warranty**

In addition to and independently of the above-mentioned legal guarantees, the Client benefits, for the entire duration of the Subscription, from a commercial replacement warranty for the IN&BOX under the following conditions:

1. The Client shall then confirm these reservations to IN&MOTION at the address mentioned in the Article "Contact, assistance and claims".
2. IN&MOTION performs a remote diagnosis of the IN&BOX to determine the origin of the anomaly or malfunction.
3. IN&MOTION verifies that the conditions of application of the commercial guarantee are fulfilled:
  - (i) The Client must have a Subscription,
  - (ii) IN&MOTION's diagnosis must not reveal any improper use of the IN&BOX that would cause the anomaly or malfunction.
4. If the conditions of application of the commercial guarantee are fulfilled: IN&MOTION proceeds, if possible, to remotely resolve the anomaly or dysfunction. If this isn't possible, IN&MOTION will send a new IN&BOX to the Client within seventy-two (72) hours following the diagnosis (this period is valid in Metropolitan France except in case of force majeure making delivery impossible within the time limit, including strikes and bad weather). The IN&BOX will be replaced free of charge, and IN&MOTION will offer the shipping costs.

## **16.3. Warranty exclusions**

The legal guarantees and commercial warranties mentioned above do not apply in case of improper use or maintenance of the IN&BOX.

In the event of an anomaly or malfunction resulting from improper use or maintenance of the IN&BOX, the necessary analysis, repair and/or replacement operations may be carried out under the conditions outlined in the Article "After-Sales Services" at the request of the Client.

## **16.4. Implementation of the guarantees and warranties**

The Client shall address any request to implement the guarantees and warranties to IN&MOTION at the contact details mentioned in the Article "Contact, assistance and claims". Only the Client can benefit from the guarantees and warranties described in the GRTC.

The Client shall return the IN&BOX affected by a defect or malfunction under the conditions outlined in the Article "Return of the IN&BOX" within fourteen (14) days following the date of shipment of a new IN&BOX, if applicable.

## **Article 17. After-sales services**

IN&MOTION offers analysis, repair or replacement services for the IN&BOX and its other products and services.

These services are subject to a fee when the legal guarantees and commercial warranties mentioned above are not applicable.

These services are subject to an estimate submitted for prior acceptance by the Client.

The request for an estimate must be addressed to IN&MOTION at the coordinates mentioned in the Article "Contact, assistance and complaints".

The conditions of execution of these services are sent by email to the Client and are subject to their acceptance.

## **Article 18. Contact, assistance and claims**

For any question relating to the Website, the Application, IN&MOTION's products and services, the content and follow-up of an order or for any claim, the Client is invited to contact IN&MOTION at the following address:

- Online: contact form available on the Website or the Application
- By phone: +33 (0)4.57.41.14.30

To optimise the processing of their request, the Client is asked to indicate in all its correspondence:

- The Client's first and last name,
- The order number to which the complaint relates,
- References to identify the product in question.

#### **Article 19. Force majeure**

Any circumstances beyond the control of the Parties which prevent the performance of their obligations under the GRTC shall be considered 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 and 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 reasonable efforts. The following are expressly considered to be cases of force majeure: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the stoppage of telecommunication networks or difficulties specific to external telecommunication networks.

The Parties will come together to examine the event's impact and agree on the conditions under which the performance of the contract will be continued. If the force majeure lasts longer than three (3) months, the Subscription may be terminated under the conditions outlined in the "Termination" Article.

#### **Article 20. Intellectual Property**

No right or license is explicitly or implicitly granted to the Client on any of IN&MOTION's intellectual property rights, except for a right of use strictly limited to the needs of the proper use of IN&MOTION's products and services.

The Client undertakes not to infringe the intellectual property rights of IN&MOTION and, in particular, to refrain from any total or partial reproduction of its contents, products or services or any other act likely to constitute an infringement of copyright.

#### **Article 21. Personal Data Protection**

The processing of personal data for which IN&MOTION is responsible within the framework of its activity is carried out under the conditions detailed in IN&MOTION's Privacy Policy accessible on the Website and in accordance with the regulations relating to the protection of personal data in force, in particular the French Data Protection Act of January 6, 1978, in its latest version, and Regulation (EU) 2016/679 of April 27, 2016, known as the "GDPR."

#### **Article 22. Safeguard clause**

If one or more stipulations of these GRTC are held to be invalid or declared as such in the 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. If a condition is missing, it shall be governed by the current legal measures and practices applicable to distance selling for companies registered in France.

#### **Article 23. Titles of articles**

In case of difficulty of interpretation between any of the Article titles at the beginning of the Articles, the titles will be declared non-existent.

#### **Article 24. Non-waiver**

The non-exercise by one of the Parties of its rights in the event of a breach by the other Party of any obligations outlined in these GRTC shall not be construed as a waiver of that obligation in the future.

#### **Article 25. Mediation**

The Client may have recourse to conventional mediation, particularly with the Consumer Mediation Commission or 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 Client has sent a written complaint to IN&MOTION and has not obtained satisfaction or response within two (2) months, they may submit their complaint free of charge to the consumer ombudsman. The matter must be referred to the mediator within one (1) year from the initial complaint.

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

**Article 26. Applicable Law**

The GRTC are subjected to the French law, except for any more advantageous legal provisions that apply to the Client and cannot be overridden by an agreement under the laws of the country where the Client has established its habitual residence, in which case such provisions shall be applied directly.

**APPENDIX 1- Withdrawal/Cancellation Form**

Step 1: Provide the following information to register your return:

Name / First Name	
Email address linked to the In&motion account	
Phone number	

Step 2: What are you returning?

Serial number of the In&box	
Condition of the equipment (functional, non-functional)	

**Important:**

- For a withdrawal, please return the In&box in its original packaging with accessories within 14 days of your subscription date (postmark serving as proof).
- For a cancellation, only the In&box must be returned. You may keep the accessories.

Step 3: Please provide the main reason for withdrawal/cancellation:

- Temporary end of the activity (seasonal, short-term break)
- Permanent end of the activity
- Poor experience using the product
- Poor experience with the service (subscription, customer service, etc.)
- Too expensive
- Better product elsewhere
- Personal changes (relocation, etc.)

Please specify the reason for withdrawal/cancellation:

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How can we improve? (*optional*)

.....

.....

Step 4 ↓

Step 4: Shipping your package

- Repackage the In&box in suitable packaging for transport
- Complete and attach this return form to the package
- Ship the package by registered mail to the following address:

<u>France/EU</u> : IN&MOTION - SERVICE RESILIATION 10 rue de la Lyre Cran-Gevrier 74960 Annecy France	<u>Northam (USA/Canada)</u> : IN&MOTION - CANCELLATION SERVICE 147 Prince Street Brooklyn, NY 11201 United States
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**Acceptance (select the option relevant to your return):**

- Withdrawal: By signing this form, I confirm that I wish to exercise my right of withdrawal from the contract for the equipment listed above.
- Cancellation: By signing this form, I confirm that I wish to terminate my contract with In&motion. I understand that any remaining amounts due will be calculated according to the terms of my contract and that I am responsible for the proper return of the equipment listed above.

Place and date:

Signature: