

TERMS AND CONDITIONS OF SALE

Last updated on: 13 September 2022

Preamble

These General Terms and Conditions of Sale (hereinafter referred to as the "**Conditions**") apply without restriction or reservation to the sale of the **Odyssey** Application Services (hereinafter the "**Application**") and define the rights and obligations of ALTAVA (hereinafter the "**Vendor**" or "**ALTAVA**") and the Customer (hereinafter the "**Customer**"). The Conditions may be consulted on the Application and/or are available to any User of the Application.

All Customers and Users acknowledge and accept that placing an order for the Vendor's Services implies unconditional acceptance of the Conditions. The customer acknowledges having read the Conditions before placing an order. The current version of the Conditions is the only binding version on Customers and Users of the Application:

- During the entire period of use of the Application. ALTAVA reserves the right to modify these Conditions at any time without prior notice to Users and Clients, but the applicable Conditions are those that are available online at the time the Order is placed;
- For all subscriptions to the Vendor's Products and Services.

The Conditions take precedence over any other document issued by ALTAVA or any other General Conditions of Purchase. The Vendor reserves the right to waive certain clauses hereof or to introduce special Conditions.

These Conditions came into force on 13 September 2022.

ARTICLE 1 - DEFINITIONS

The following terms and meanings apply to these Conditions:

"**Subscription**": refers to the Subscription package taken out by the Customer on the Application and its related services;

"**Application**": refers to the Odyssey Application, operated by the Vendor and made available to Users;

"**Customer**": per the provisions of the *introductory article of the French Consumer Code*, refers to any natural person acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, self-employed or agricultural activity, as well as any legal entity acting in a professional capacity, placing an order for a Subscription on the Application;

"**GCS**" or "**Conditions**": refers to these general terms and conditions of sale;

"**Order**": refers to any order for a Subscription on the Application;

"**Vendor**": means **ALTAVA**, a single shareholder simplified joint-stock company with a capital of €1,000, whose head office is located at 14 rue Bausset 75015 Paris, registered under number 882875388;

"Services" or **"Features"**: refers to the Services sold by the Vendor via the Application;

"Tariff": refers to the price applicable to Subscriptions and communicated to Customers via the Application prior to confirmation of the Order;

"User": refers to any user of the Application;

For the purposes hereof, the Customer, the User and the Vendor may be referred to individually as the **"Party"** and collectively as the **"Parties"**.

ARTICLE 2 - SERVICES

2.1 Preconditions

The Services that may be ordered by the Customer are those that are presented and detailed on the Application. The Services are described and presented as accurately as possible. However, the Vendor cannot be held liable for any errors or omissions in their presentation. The photographs accompanying the presentation of the Services are not contractual and are therefore not binding on the Vendor.

2.2 Pre-contractual information

The Customer acknowledges that, prior to placing the order and concluding the contract, he/she has been provided with legible and comprehensible communication of these general terms and conditions of sale and with all the information listed in article L. 221-5 of the French Consumer Code.

The following information is communicated to the Client in a clear and comprehensible manner:

- the key features of the content or Service;
- the price of the content or Service;
- any and all additional costs.

2.3 Subscription

The Customer subscribes to a Subscription package, payable directly from his/her APPLE STORE or PLAYSTORE account (hereinafter the **"Purchase Platforms"**). The Subscription is taken out for a duration specified by the Customer and indicated in the terms of his/her Subscription. The Purchase Platform with which the User has taken out the Subscription will inform him/her when said Subscription expires, and he/she must choose to renew said Subscription if he/she wishes to continue to benefit from the Services in the Application.

The Subscription is valid for a single User. The User agrees not to provide his/her access codes or account to a third party. Any breach by a User of this provision will result in the User being held liable and may give rise to the immediate termination, without notice, of the User's subscription and access to the Application.

The Subscription provides access to podcasts and audio books about the places visited by the User of the Application. This audio content can only be accessed once the Subscription has been paid for in full by the Customer.

ARTICLE 3 - ORDERING

To order a Subscription, the User must complete the following steps:

3.1 Connection via the Purchase Platform

The Customer must connect directly from their customer account to the Purchase Platform of their choice, depending on their telephone's operating system (Apple Store, Play Store). The Subscription must be taken out directly with one of these Platforms.

3.2 Payment

The Customer must then pay the order price directly on the Purchase Platform. No bank account data is routed via the Application, as the Purchase Platform is solely responsible for the Customer's banking and payment details.

3.3 Confirmation

Before proceeding with payment, the Customer must confirm acceptance of the applicable general terms and conditions of sale by ticking the appropriate box. This confirmation implies acceptance of the present General Terms and Conditions of Sale in their entirety. Any order placed by the Customer implies acceptance of the Tariffs and descriptions of the Services purchased.

Upon payment, the Customer will receive an electronic mail describing and confirming their order. The sales contract is concluded between the Customer and the Vendor upon receipt of payment.

3.1 Connection to the Purchase Platform

Once the order has been paid for, the Customer must log on to the Purchase Platform using his/her account credentials with said Platform in order to gain access to the Audio files on the Application, .

Access codes are for personal use only. The Vendor shall not be held liable in the event of loss or theft of the Customer's credentials or fraudulent use of the Customer's account.

ARTICLE 4 - ORDER CHECKING

The Vendor or Purchase Platform reserves the right to suspend all order processing and all services in the event of refusal to authorise payment by officially accredited payment organisations or in the event of non-payment of the order.

ARTICLE 5 - PAYMENT PROVISIONS

5.1 Tariff

The Vendor reserves the right to modify its Tariffs at any time, but undertakes to apply the Tariffs in force at the time of the order, subject to availability on that date.

5.2 Payment methods

Payment is made exclusively via the Purchase Platform (see point 3.2).

ARTICLE 6 - RIGHT OF WITHDRAWAL

In accordance with the provisions of article L. 221-28 of the French Consumer Code, the right of withdrawal may not be exercised in respect of contracts concerning:

"1° The provision of services fully performed before the end of the withdrawal period and, if the contract requires the consumer to pay, where performance has begun with his prior and express consent and with his recognition of the loss of his right of withdrawal, when the service has been fully performed by the service provider."

And

"13° The supply of digital content without a physical medium where performance has begun before the end of the withdrawal period and, if the contract subjects the consumer to an obligation to pay, where:

- a) His express prior consent was given for performance of the contract to begin before expiry of the withdrawal period; and*
- b) He has acknowledged that he will lose his right of withdrawal; and*
- c) The service provider has provided confirmation of the consumer's agreement in accordance with the provisions of the second paragraph of article L. 221-13."*

When placing an order on the Application, the Customer is therefore informed of this provision. He/she acknowledges that he/she has been informed that once the order has been paid for, the Customer gives his/her agreement for the service to be provided by the Vendor, that he/she will have access to the digital content provided by the Vendor and, consequently, that the Customer waives the right to exercise his/her right of withdrawal.

ARTICLE 7 - OBLIGATIONS AND LIABILITIES

The Customer guarantees that all the information provided when placing an order or subscribing to a Service is up to date and genuine. He/she also guarantees that he/she is a natural person of legal age and able to enter into a contract. The Customer is solely responsible for the accuracy of the information provided in his/her personal space. He/she undertakes to update the information as necessary.

The Vendor may not be held liable in the event of truncated, inaccurate, or missing data having a direct or indirect impact on the performance of the Service by the Parties.

In providing the Services, the Vendor cannot be held responsible for any disruption in connection with the terms described in articles 4 to 8 of the Conditions.

ARTICLE 8 - PERSONAL DATA

The Vendor's obligations in terms of protecting the Customer's personal data are described in the "Protection of Personal Data" tab on the Application.

ARTICLE 9 - FORCE MAJEURE

The Vendor shall not be held liable for any delay or failure in the performance of its Services if such delay or failure is due to the occurrence of an event beyond its control or a case of force majeure,

which could not reasonably have been foreseen when the order was placed and whose effects cannot be avoided by appropriate measures.

In the event of the occurrence of such a case of force majeure, performance of these Conditions will be suspended until the passing, termination, or cessation of the case of force majeure. However, if the case of force majeure exceeds thirty (30) days, the Parties will convene to discuss a possible amendment of the order.

The deadlines set out in these Conditions will be automatically extended by the duration of the force majeure event.

ARTICLE 10 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

10.1 Settlement of disputes

These Conditions and any transactions arising from them are governed by French law.

The Parties undertake to seek an amicable solution to any dispute arising from the interpretation or performance of these Conditions. As such, the Party wishing to set in motion the amicable conciliation procedure must notify the other Party, by registered letter with recorded delivery, of its intention to set said procedure in motion, specifying the difficulties encountered or the shortcomings observed with respect to the Application.

The above-mentioned amicable settlement procedure constitutes a mandatory prerequisite to the commencement of legal proceedings between the Parties. Any legal action brought in breach of this clause will be declared inadmissible.

If the parties fail to reach an amicable agreement within thirty (30) calendar days of the first notification, each of them will regain complete freedom of action.

If an amicable resolution cannot be reached despite the efforts made, any dispute relating to the performance, interpretation, validity, and resolution of the Conditions will be submitted to the competent courts within the jurisdiction of the Court of Appeal of the Vendor's registered office.

10.2 Mediation

The European Commission has set up an online dispute resolution platform, enabling independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform can be accessed at the following address: <https://webgate.ec.europa.eu/odr/>. Said procedure is free of charge. The Customer may, at his/her own expense, be assisted by legal counsel of his/her choice.

The Customer is free to accept or refuse recourse to mediation and/or any solution proposed by the mediator.

ARTICLE 11 - MISCELLANEOUS CLAUSES

Severability : If one or more stipulations of these Conditions is/are held to be invalid or declared null and void pursuant to a law or regulation or following a court decision having the authority of res judicata, this does not call into question the other clauses of the Conditions.

Non-waiver: The fact that one Party has not claimed non-fulfilment by the other Party of one of the obligations referred to in these Conditions may not be interpreted thereafter as a waiver of the obligation in question.

Partial invalidity : In the event of a contradiction between any provision of the Conditions and any present or future law, statute, ordinance, regulation, court order or collective agreement, the latter shall prevail, provided that the affected provision hereof is limited only to the extent necessary and that no other provision is affected.

Language: These Conditions and any transactions arising from them are governed by French law. They are written in the French language. If they are translated into one or more languages, only the French text will be deemed binding in the event of a dispute.