Terms of sale to consumers

Effective November 2, 2026

Armand OCTEAU, entrepreneur individuel, registered under SIREN number 999229016, whose business address is located at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France

Only the French version is binding.

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ARTICLE 1. PURPOSE AND SCOPE

1.1 Purpose

These general terms of sale (hereinafter the "Terms") set out the conditions on which the Seller sells at a distance, on the Solyzon websites, licences to use the software, applications and online services published by Solyzon (hereinafter the "Products"). They apply to all Products, including those that will be offered after their publication.

1.2 Customers

The Terms are addressed exclusively to consumers, that is, to natural persons of full age and legal capacity who buy a licence for purposes outside their commercial, industrial, craft, professional or agricultural activity. They also apply to non-professionals, that is, to legal persons who do not act for professional purposes. By placing an order, the buyer declares that they act in one of those capacities, and is hereinafter referred to as "the Customer".

Persons who buy for their professional activity are subject to the general terms of sale for professionals of Solyzon. An order placed for an organisation that states a SIREN number or a VAT number is subject to those terms, and not to the Terms.

1.3 Acceptance

The Customer accepts the Terms by ticking the box provided for that purpose before payment. The applicable Terms are those in force on the day of the order. The Customer may save and print them at any time, and they are sent to the Customer with the order confirmation.

ARTICLE 2. SELLER

The Seller is Armand OCTEAU, entrepreneur individuel, registered under SIREN number 999229016, whose business address is located at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France, trading under the brand Solyzon. The Seller benefits from the VAT franchise (TVA non applicable, article 293 B du Code général des impôts). The prices displayed and invoiced are accordingly exclusive of VAT.

The Seller may be reached by e-mail at contact@solyzon.com, by telephone on +33 9 74 03 99 99, or by post at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The contract consists, in decreasing order of priority in the event of a conflict, of the order confirmation, these Terms, then the Solyzon account terms of use and, where there are any, the terms specific to the Product, which govern its use. The terms specific to the Product are presented and accepted together with the Terms before payment, and apply only on that condition.

The contract is concluded in French. A translation may be provided for information, and the French version prevails in the event of a difference.

ARTICLE 4. PRODUCTS AND LICENCES

4.1 Characteristics

A licence gives the Customer the right to use a Product within the limits of the chosen plan. The essential characteristics of each plan, its features, its limits, for example a number of users

or a storage space, its duration and its price, are presented on the plan page and in the order summary. The Customer reads them before ordering.

4.2 Formulas

Depending on the plan, the licence is sold:

- as an annual subscription, concluded for one year and renewed automatically under the conditions of article 10.1;
- as a monthly subscription, concluded for an indefinite period, paid each month and cancellable at any time;
- as a one-off purchase, for the duration stated at the time of the order, with no renewal.

4.3 Technical environment

Depending on the Product, its use takes place online from a browser, or from an application installed on a device, subject to an internet connection. The plan page or the Product documentation states, where applicable, the compatible browsers, systems and devices, as well as the interoperability of the Product with other software. It is for the Customer to check, before ordering, that their equipment and connection meet these requirements, which have been brought to their attention in a clear and comprehensible manner.

Equipment, connection and communication costs remain the responsibility of the Customer.

4.4 Artificial intelligence features

Certain Products offer features that rely on artificial intelligence models, for example to draft, summarise or classify. Their results are produced automatically and may contain errors or omissions. They are an aid which the Customer shall review before using it, in particular before sending it to a third party or making a decision.

4.5 Third-party services

A Product may allow connection to services published by third parties. These services remain governed by the terms of their publisher, which the Customer accepts with that publisher. The Seller is not liable for their operation, or for their modification or discontinuation by their publisher, subject to the guarantee of conformity of the Product itself.

ARTICLE 5. ACCOUNT AND ORDER

5.1 Solyzon account

To order, the Customer has a Solyzon account, which they create if necessary, and the use of which is governed by the account terms of use. The Customer provides accurate and up-to-date information, in particular their name, address and e-mail address, and keeps their credentials confidential.

5.2 Order steps

The Customer chooses the plan and the formula, and where applicable the number of units. A summary then shows the plan, the units, the formula, the total price, and for a subscription the amount and frequency of the payments.

The Customer checks their order and may correct input errors by returning to the previous steps. The Customer accepts the Terms, requests immediate performance of the licence under the conditions of article 11, then confirms the order by clicking the payment button, which states the amount to be paid and entails an obligation to pay.

5.3 Formation of the contract

The contract is formed when payment is confirmed. The Seller then sends the Customer, by e-mail, an order confirmation that sets out the essential characteristics of the plan, the price, the formula, these Terms and the confirmation of the Customer's request for immediate performance, together with the invoice. This confirmation is provided to the Customer on a durable medium.

5.4 Refusal of an order

The Seller may refuse or cancel an order for a legitimate reason, in particular in the event of a previous order that remains unpaid, a serious suspicion of fraud, a refused payment, or manifestly false information. Any sums received are then refunded in full.

ARTICLE 6. PRICE

6.1 Prices displayed

Prices are shown in euros, including all taxes. As the Seller benefits from the VAT franchise (TVA non applicable, article 293 B du Code général des impôts), the price displayed is the price paid. The applicable price is the one displayed in the summary at the time of the order. It stays fixed for the whole paid period.

6.2 Price changes

The Seller may change the price of its plans. A new price applies immediately to new orders. For a subscription in progress, it applies only from the next renewal, and the Seller informs the Customer by e-mail at least one month before that renewal. A Customer who refuses the new price cancels their subscription before that date, free of charge, under the conditions of article 10.3, and nothing is then charged at the new price.

6.3 Additional units

Depending on the plan, the Customer may add units during a subscription, for example users. The price of the addition, calculated pro rata to the time remaining until the next payment date, is shown to the Customer before they confirm it, and is paid immediately. The units added are then included in each renewal, at the price in force.

6.4 Promotional codes

The Seller may offer promotional codes. Each code states its discount, its period of validity, the plans concerned and, where applicable, the number of periods to which it applies. Unless otherwise stated, only one code applies per order, it cannot be combined with another promotion, and it can be neither exchanged nor redeemed for cash. A code used in breach of its conditions may be refused.

ARTICLE 7. PAYMENT

7.1 Payment methods and timing

The price is paid by bank card at the time of the order, then at each payment date for a subscription, through an approved payment service provider. The Seller neither receives nor keeps card numbers.

The Customer warrants that they are the holder of the card used or are authorised to use it, and that it allows the price to be paid. For a subscription, the Customer authorises the Seller

to charge each payment to the card they have saved, and updates it from their customer area when it expires or changes. The Seller warns the Customer before their card expires.

7.2 Invoices

An invoice is issued for each payment. It is sent by e-mail and remains available in the customer area. The Customer agrees to receive their invoices in electronic form.

7.3 Payment failure

If the charge for a payment fails, the Seller informs the Customer by e-mail and tries the payment again one day, three days, seven days and then fourteen days after the payment date, or on the working day that follows. The Customer keeps the use of the Product for at least fifteen days after the payment date, and may settle the payment at any time by updating their card from their customer area.

If the payment remains unpaid after the last attempt, the subscription ends, the Seller informs the Customer by e-mail, and the licence ceases at the end of those fifteen days. The Customer may subscribe again at any time. Their data remains available under the conditions of article 15.

7.4 Chargeback and payment dispute

Where the Customer disputes a payment with their bank as unauthorised, or stops it, although the corresponding licence has been supplied to them, that licence is suspended until the dispute is resolved. A dispute based on a breach by the Seller entails no suspension. If the dispute is well founded, the Seller refunds the Customer or reinstates the licence, as the case may be. If it is rejected, the licence is reinstated. A dispute does not interrupt the Customer's right to use the procedures provided for by the Terms, in particular customer service and the mediator.

ARTICLE 8. MAKING THE LICENCE AVAILABLE

As soon as payment is confirmed, the licence is activated and attached to the Customer's Solyzon account, and the Customer may use the Product. Updates to the Product are included for the whole duration of the licence.

If the licence is not supplied, the Customer may ask the Seller to supply it. If the Seller does not supply it without undue delay, or within an additional period expressly agreed, the Customer may terminate the contract and obtain a refund of the sums paid, under the conditions of article L. 224-25-11 of the French Consumer Code.

ARTICLE 9. LICENCE TO USE

9.1 Scope

The Seller grants the Customer, for the duration of their licence and for their own needs, a personal, non-exclusive and non-transferable right to use the Product, within the limits of the chosen plan. Where the plan is counted in users, each user is a person designated by name, and their credentials may not be shared among several persons.

9.2 Prohibited uses

The Customer shall not:

- resell, rent, lend, assign or make available to a third party the Product or access to it, outside the sharing features that the Product provides;

- reproduce, modify, decompile or disassemble the Product, except in the cases and within the limits provided for by article L. 122-6-1 of the French Intellectual Property Code;
- circumvent, disable or alter the limits of the plan, the technical protection measures or the licensing mechanisms of the Product;
- use the Product for an unlawful activity, to infringe the rights of a third party, to send unsolicited messages, or to store or distribute unlawful content;
- impair the security or operation of the Product, in particular through massive automated access, intrusion attempts or abnormal load.

9.3 Intellectual property

The Product, its code, its documentation, its trademarks, its logos and its content remain the exclusive property of Solyzon or its licensors. The licence transfers no property right to the Customer, and any right not expressly granted to the Customer is reserved.

ARTICLE 10. TERM, RENEWAL AND END OF THE SUBSCRIPTION

10.1 Annual subscription

The annual subscription is concluded for one year. It is renewed automatically, for one year, at each payment date, at the price in force under the conditions of article 6.2, and the price of the new period is charged to the saved card.

In accordance with article L. 215-1 of the French Consumer Code, the Seller informs the Customer, by a dedicated e-mail, at the earliest three months and at the latest one month before the end of the current period, of the possibility of not renewing the subscription, stating in a prominent box the deadline for doing so. If this information is not sent to the Customer under those conditions, the Customer may end the subscription free of charge at any time from the date of renewal, and is refunded under the conditions of that article. Articles L. 215-1 to L. 215-3 and L. 241-3 of the French Consumer Code are reproduced in article 24.

10.2 Monthly subscription

The monthly subscription is concluded for an indefinite period. It is paid each month, on the anniversary date of the order, and continues until it is cancelled.

10.3 Cancellation by the Customer

The Customer cancels their subscription at any time, from their customer area, using the online cancellation feature provided for by article L. 215-1-1 of the French Consumer Code. The Seller confirms the cancellation to the Customer by e-mail, with its effective date.

Cancellation takes effect at the end of the period already paid. The Customer keeps using the Product until that date, and nothing is charged afterwards. The current period is not refunded, except in the cases provided for by law or by the Terms.

10.4 Termination by the Seller for breach

In the event of a breach by the Customer of article 9.2, the Seller may, after a formal notice by e-mail that remains without effect for fifteen days, terminate the subscription. Where the breach is serious and affects the security of the Product, the rights of a third party or the law, in particular in the event of payment fraud or manifestly unlawful content, the Seller may suspend access immediately, then terminate if the Customer does not show, within fifteen days, that the breach does not exist or that they have put an end to it.

Termination for breach gives rise to no refund of the current period, unless the breach is not established. It does not prevent the Seller from seeking compensation for the loss it has suffered.

10.5 Discontinuation of a Product or plan

The Seller may stop marketing a plan or a Product. A plan withdrawn from sale continues to be provided to the Customer until the end of their current period and may be renewed, unless the Seller discontinues the Product itself.

If the Seller discontinues a Product, it informs the Customer by e-mail at least three months in advance. The subscription ends on the date of discontinuation, the part of the paid period that has not been provided is refunded pro rata, and the Customer may recover their data under the conditions of article 15.

10.6 One-off purchase

A licence sold as a one-off purchase does not renew. It is valid for the duration stated at the time of the order and ends at its expiry, with no action required from the Customer.

ARTICLE 11. RIGHT OF WITHDRAWAL

11.1 Period

In accordance with article L. 221-18 of the French Consumer Code, the Customer has a period of fourteen days from the conclusion of the contract to withdraw, without having to give a reason or to bear any costs other than those provided for by articles L. 221-23 to L. 221-25 of the same code.

11.2 Immediate performance

The licence is activated before the end of the withdrawal period only at the express request of the Customer. When ordering, the Customer requests this immediate performance by ticking the box provided for that purpose, and acknowledges that they lose their right of withdrawal once the contract has been fully performed.

- For a subscription, which is a service supplied over time, a Customer who withdraws within the period pays the Seller an amount proportionate to the service provided up to the time they communicated their decision to withdraw, in accordance with article L. 221-25 of the French Consumer Code. The Seller refunds the remainder.
- For a licence sold as a one-off purchase, which gives access to the Product for the duration stated at the time of the order, the same applies: a Customer who withdraws within the period pays an amount proportionate to the service provided up to the time they communicated their decision, and the Seller refunds the remainder.
- For a purchase of credits, each of which entitles the Customer to a service, the amount proportionate to the service provided corresponds to the credits already used at the time the Customer communicated their decision, and the Seller refunds the unused credits.
- The Customer loses their right of withdrawal where the service has been fully performed before the end of the period, under the conditions of 1° of article L. 221-28 of the same code.

11.3 Exercising the right

To withdraw, the Customer sends the Seller, before the period expires, an unequivocal statement of their decision to withdraw, by e-mail to contact@solyzon.com or by post to 30 bis

boulevard Littré, 78600 Le Mesnil-le-Roi, France. They may use the model form in article 25, but are not required to.

The Customer may also withdraw online, free of charge, using the feature entitled "Withdraw from the contract here" ("Renoncer au contrat ici"), available from their customer area throughout the withdrawal period. There the Customer states or confirms their surname and first name, the contract from which they withdraw and the e-mail address at which they wish to receive the acknowledgement of receipt, then validates using the feature "Confirm withdrawal" ("Confirmer la rétractation"). The Seller sends the Customer, within a reasonable time, by e-mail, an acknowledgement of receipt that reproduces the content of their statement and the date and time it was sent, in accordance with articles L. 221-21 and D. 221-5 of the French Consumer Code. The burden of proving that the right of withdrawal was exercised within the period lies with the Customer, and the Seller acknowledges receipt without delay.

The Seller refunds the sums received, subject to the amount due for immediate performance, no later than fourteen days after being informed of the Customer's decision, using the same payment method as the one used for the order, unless the Customer agrees to another method, at no cost to them. The licence ends on withdrawal.

ARTICLE 12. LEGAL GUARANTEES

12.1 Legal guarantee of conformity

The Seller is liable for any lack of conformity of the Product under the conditions of articles L. 224-25-12 et seq. of the French Consumer Code. For a subscription, the guarantee covers defects that appear throughout the supply period. For a one-off purchase, it covers defects that appear within two years of supply. During those periods, the Seller provides the updates, including security updates, needed to keep the Product in conformity.

The Seller is not liable for a lack of conformity that arises from the incompatibility of the Customer's digital environment with the technical requirements of article 4.3, provided that they were communicated to the Customer in a clear and comprehensible manner before the order. The Customer cooperates with the Seller, to the extent reasonably necessary and by the least intrusive means, to determine whether the defect comes from that environment, failing which the burden of proving conformity lies with the Customer, in accordance with article L. 224-25-16 of the French Consumer Code.

The Customer's rights under the legal guarantee of conformity are set out in the box in article 23. To exercise them, the Customer writes to the Seller at contact@solyzon.com describing the defect found.

12.2 Guarantee against hidden defects

The Customer also benefits from the guarantee against hidden defects of articles 1641 to 1649 of the French Civil Code, under the conditions set out in article 23.

ARTICLE 13. CHANGES TO THE PRODUCTS

The Seller changes the Products for valid reasons: to improve their features or performance, to correct errors, to strengthen their security, to adapt them to developments in the technologies, browsers, systems or third-party services on which they depend, or to comply with the law or a decision of an authority. These changes cost the Customer nothing.

For a change that is not necessary to maintain conformity, the Seller informs the Customer in a clear and comprehensible manner, reasonably in advance and on a durable medium, of the planned change and of the date on which it takes place, and tells the Customer that they may refuse it or, where applicable, uninstall it if it has a negative impact on their access to or use of the Product. In that case, the Customer may terminate the contract free of charge within a maximum period of thirty days, unless the change has only a minor impact on them, and is refunded under the conditions of articles L. 224-25-22 and L. 224-25-23 of the French Consumer Code, in accordance with article L. 224-25-26 of the same code. This right does not arise if the Seller offers the Customer to keep the Product without the change and the Product remains in conformity.

ARTICLE 14. AVAILABILITY AND SUPPORT

The Seller uses reasonable means to keep the Products accessible at all times, subject to maintenance operations, which it carries out preferably at times of low use and announces in advance when they are long, and to failures of the internet network and of third-party services. The status of the Products is published on the Solyzon status page.

Customer service answers questions on the use of the Products by e-mail at contact@solyzon.com, on working days, and documentation is available online.

ARTICLE 15. CUSTOMER DATA

15.1 Customer Content

The content that the Customer saves in a Product (hereinafter the "Content") remains their property. The Customer grants the Seller, for the duration of the licence only and only to the extent necessary, the right to host, back up and process it in order to provide the Product. The Seller uses it for no other purpose.

The Customer is responsible for their Content, for its lawfulness and for the rights needed to save it. The Customer indemnifies the Seller against third-party claims that result from a breach by the Customer of this obligation or of article 9.2.

15.2 Backup and recovery

The Seller backs up the data of the Products. The Customer may export their Content at any time during the licence, using the export features that the Product offers, and is advised to keep a copy.

At the end of the licence, whatever the cause, the Content remains recoverable for thirty days. During that period, the Customer may export it or request it from the Seller, who provides it free of charge, in a commonly used and machine-readable format, without hindrance and within a reasonable time. After that period, the Content is deleted, unless there is a legal obligation to keep it.

15.3 Personal data

The Seller processes the Customer's personal data to perform the contract, issue invoices, collect payment, prevent fraud and answer their requests, under the conditions of the Solyzon privacy policy, which the Customer reads before the order. This policy states the data processed, its recipients, how long it is kept and the Customer's rights, in particular those of access, rectification, erasure, objection and portability, which they exercise by writing to contact@solyzon.com. The Customer may also lodge a complaint with the CNIL.

ARTICLE 16. SWITCHING PROVIDER

The Products hosted by the Seller are data processing services within the meaning of Regulation (EU) 2023/2854 of 13 December 2023, known as the Data Act. This article implements its articles 25 and 26, and applies without prejudice to the rights that the Customer holds under article 15 and under the French Consumer Code.

16.1 Request and notice

The Customer may request at any time, by e-mail to contact@solyzon.com or from their customer area, to switch to a service of another provider, to port their exportable data to their own IT infrastructure, or to have their data erased. The notice period before the start of this procedure is one month at most. When switching to another provider, the Customer provides the necessary information concerning them.

16.2 Transitional period

The procedure is completed without undue delay and at the latest thirty calendar days after the end of the notice period. During this transitional period, the contract remains applicable, and the Seller:

- provides reasonable assistance to the Customer and to the third parties the Customer authorises;
- acts with due care to maintain the continuity of the Product;
- clearly informs the Customer of known risks to that continuity;
- maintains a high level of security, in particular during the transfer of the data and during the data retrieval period.

The Seller contributes to the Customer's exit strategy and provides the relevant information. If this thirty-day period is technically unfeasible, the Seller informs the Customer within fourteen working days of their request, giving reasons for that unfeasibility, and indicates an alternative transitional period, of seven months at most, during which the Product continues to be provided. The Customer may extend the transitional period once, for the duration they consider appropriate.

16.3 Exportable data

All the data that the Customer has entered or imported into the Product may be ported, together with the data and metadata generated by the Customer's use of the Product, in particular their files, records, settings and the history of their actions, in the open formats described in the Product documentation at docs.solyzon.com, which keeps up to date the register of data structures and formats, and states the procedures, the porting methods and their known technical limits. Excluded are the data specific to the internal operation of the Product the disclosure of which would expose the Seller's trade secrets or the security of the Product, in particular its code, models, keys and technical logs, without this exclusion being able to hinder or delay switching.

16.4 Retrieval, erasure and end of the contract

After the transitional period, the Customer has at least thirty calendar days to retrieve their data (the data retrieval period). The contract is deemed terminated, and the termination is notified to the Customer, when switching has been successfully completed, or at the end of the notice period where the Customer has requested only the erasure of their data. On expiry of the data retrieval period, and provided that switching has been successful, all the exportable data and all the digital assets produced by the Customer or directly relating to them are fully erased.

16.5 Location and access by foreign authorities

The jurisdictions on which the infrastructure hosting the Products depends, and the technical, organisational and contractual measures taken to prevent access by the public authorities of third countries to the data, are described on the page https://solyzon.com/confiance/, in accordance with article 28 of the Data Act.

16.6 Charges

The Seller charges no switching charges. Only the subscription price remains due for the period running until the end of the contract.

ARTICLE 17. LIABILITY

17.1 Obligations of the Customer

The Customer uses the Product in accordance with the Terms, its documentation and the law. The Customer keeps their credentials confidential and informs the Seller without delay of any unauthorised use of their account. The Customer answers for the actions carried out from their account where these result from negligence in keeping their credentials.

17.2 Liability of the Seller

The Seller is liable for the proper performance of the contract, under the conditions of article L. 221-15 of the French Consumer Code. The Seller answers for the loss that a failure to perform its obligations causes the Customer, under the conditions of ordinary law.

The Seller is not liable where the non-performance or the damage is attributable to the Customer, in particular to a use contrary to the Terms, the documentation or the law, or to negligence in keeping their credentials, to the unforeseeable and unavoidable act of a third party, or to a case of force majeure.

Nothing in the Terms limits the Seller's liability in the event of personal injury, gross negligence or wilful misconduct, or deprives the Customer of the rights that the law grants them as a consumer.

ARTICLE 18. FORCE MAJEURE

Neither party is liable for a delay or a failure to perform that results from a case of force majeure within the meaning of article 1218 of the French Civil Code, that is, an event beyond its control, which could not reasonably have been foreseen when the contract was concluded and whose effects cannot be avoided by appropriate measures, for example a widespread network or power failure, a large-scale cyberattack, a natural disaster or a decision of an authority.

The party prevented from performing informs the other without delay. The obligations are suspended for the duration of the impediment. If it lasts more than one month, each party may terminate the contract by e-mail, and the Customer is refunded pro rata for the period that has not been provided.

ARTICLE 19. CUSTOMER SERVICE AND COMPLAINTS

Customer service answers by e-mail at contact@solyzon.com, and by telephone on +33 9 74 03 99 99 during working hours, at a price that is not surcharged. For any complaint, the Customer first writes to the Seller, by e-mail or by post at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi,

France, describing their request and enclosing the relevant documents. The Seller replies in writing as soon as possible.

ARTICLE 20. CONSUMER MEDIATION

In case of dispute, a consumer customer may refer the matter free of charge to the consumer mediator of the seller, Société de la Médiation Professionnelle, Alteritae, 5 rue Salvaing, 12000 Rodez, France, https://www.mediateur-consommation-smp.fr, after a written complaint that has not been satisfactorily answered.

The Customer refers the matter to the mediator no later than one year after their written complaint to the Seller, online on the mediator's website or by post. The mediator may decline a request that is manifestly unfounded or abusive, or that another mediator or a court has already examined. Recourse to mediation is optional, and each party remains free to accept or refuse the solution proposed.

ARTICLE 21. GOVERNING LAW AND JURISDICTION

The Terms and the contract are governed by French law. This choice does not deprive the Customer of the protection afforded by the mandatory provisions of the law of the country where they habitually reside.

Failing an amicable solution, the Customer may bring proceedings, at their choice, before the court of the place where they lived at the time the contract was concluded or the harmful event occurred, or before any other court that has jurisdiction under the French Code of Civil Procedure, in accordance with article R. 631-3 of the French Consumer Code.

ARTICLE 22. GENERAL PROVISIONS

22.1 Evidence and archiving

The data recorded by the systems of the Seller and of its payment service provider, in particular the timestamp of the acceptance of the Terms, of the request for immediate performance and of the payment, is binding between the parties, unless the Customer proves otherwise.

For any order of an amount equal to or greater than one hundred and twenty euros, the Seller keeps the written record of the contract for ten years from delivery, and guarantees the Customer access to it at any time on simple request, in accordance with articles L. 213-1 and D. 213-1 of the French Consumer Code.

22.2 Communications

Information relating to the contract is sent to the Customer by e-mail, at the address of their Solyzon account, or in their customer area. The Customer keeps this address up to date.

22.3 Amendment of the Terms

The Seller may amend the Terms. The amended Terms apply to orders placed after they are published online. For a subscription in progress, they apply only from the next renewal that follows their notification by e-mail, given at least one month before, and a Customer who refuses them cancels their subscription before that date, free of charge. An amendment required by law applies on the date that the law provides.

22.4 Transfer of the contract

The Seller may transfer the contract to a company that it incorporates or controls to carry on the Solyzon business, or that takes over that business, provided that the transfer does not reduce the Customer's rights. The Customer consents to this from now on, in accordance with article 1216 of the French Civil Code. The assignment is recorded in writing and takes effect with regard to the Customer when it is notified to the Customer by e-mail. A Customer who does not wish to continue the contract with the new seller cancels it free of charge within one month of that information, and is refunded pro rata for the period that has not been provided.

The Customer may not transfer their licence or the contract to a third party without the Seller's written consent.

22.5 Partial invalidity and forbearance

If a provision of the Terms is declared null or unenforceable, it is deemed not written, and the other provisions remain applicable. The fact that a party does not rely on a breach by the other does not amount to a waiver of the right to rely on it later.

ARTICLE 23. BOX ON THE LEGAL GUARANTEE OF CONFORMITY

This section is an English translation provided for information. The French text prevails.

This box reproduces the models annexed to articles D. 211-3 and D. 211-4 of the French Consumer Code. The first applies to a licence sold as a one-off purchase, the second to a subscription, for which the supply period is the duration of the subscription, renewals included.

23.1 One-off purchase

The consumer has a period of two years from the supply of the digital content or digital service to obtain the application of the legal guarantee of conformity if a lack of conformity appears. During a period of one year from the date of supply, the consumer is required to establish only the existence of the lack of conformity and not the date on which it appeared.

The legal guarantee of conformity entails an obligation to provide all the updates necessary to maintain the conformity of the digital content or digital service.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without major inconvenience to them.

The consumer may obtain a price reduction by keeping the digital content or digital service, or may terminate the contract and be refunded in full against giving up the digital content or digital service, if:

1° The professional refuses to bring the digital content or digital service into conformity;

2° Bringing the digital content or digital service into conformity is unjustifiably delayed;

3° Bringing the digital content or digital service into conformity cannot take place without costs being imposed on the consumer;

4° Bringing the digital content or digital service into conformity causes major inconvenience to the consumer;

5° The lack of conformity of the digital content or digital service persists despite the professional's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or to termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination of

the contract. The consumer is then not required to request, beforehand, that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to cancel the contract only if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or digital service with a view to bringing it back into conformity suspends the guarantee that remained to run until the digital content or digital service is supplied again in conformity.

The rights mentioned above result from the application of articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A professional who in bad faith obstructs the application of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual turnover (article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is kept, or to a full refund against giving up the digital content or digital service.

23.2 Subscription

The consumer is entitled to the application of the legal guarantee of conformity if a lack of conformity appears during a period covering the whole duration of the subscription, annual or monthly, renewals included, from the supply of the digital content or digital service. During this period, the consumer is required to establish only the existence of the lack of conformity and not the date on which it appeared.

The legal guarantee of conformity entails an obligation to provide all the updates necessary to maintain the conformity of the digital content or digital service throughout the duration of the subscription, annual or monthly, renewals included.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without major inconvenience to them.

The consumer may obtain a price reduction by keeping the digital content or digital service, or may terminate the contract and be refunded in full against giving up the digital content or digital service, if:

1° The professional refuses to bring the digital content or digital service into conformity;

2° Bringing the digital content or digital service into conformity is unjustifiably delayed;

3° Bringing the digital content or digital service into conformity cannot take place without costs being imposed on the consumer;

4° Bringing the digital content or digital service into conformity causes major inconvenience to the consumer;

5° The lack of conformity of the digital content or digital service persists despite the professional's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or to termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. The consumer is then not required to request, beforehand, that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to cancel the contract only if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or digital service with a view to bringing it back into conformity suspends the guarantee that remained to run until the digital content or digital service is supplied again in conformity.

These rights result from the application of articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A professional who in bad faith obstructs the application of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual turnover (article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is kept, or to a full refund against giving up the digital content or digital service.

ARTICLE 24. ARTICLES REPRODUCED FROM THE CONSUMER CODE

This section is an English translation provided for information. The French text prevails.

Article L. 215-1. For service contracts concluded for a fixed term with a tacit renewal clause, the professional service provider informs the consumer in writing, by a named letter or a dedicated e-mail, at the earliest three months and at the latest one month before the end of the period allowing renewal to be rejected, of the possibility of not renewing the contract that the consumer has concluded with a tacit renewal clause. This information, given in clear and comprehensible terms, states, in a prominent box, the deadline for non-renewal.

Where this information has not been sent to the consumer in accordance with the first paragraph, the consumer may end the contract free of charge, at any time from the date of renewal.

Advances paid after the last renewal date or, for contracts of indefinite duration, after the date on which the initial fixed-term contract was converted, are in that case refunded within thirty days of the date of termination, less the sums corresponding, up to that date, to the performance of the contract.

The provisions of this article apply without prejudice to those that legally subject certain contracts to special rules concerning consumer information.

By exception to the first paragraph of this article, for television service supply contracts within the meaning of article 2 of Law no. 86-1067 of 30 September 1986 on freedom of communication and for contracts for the supply of audiovisual on-demand media services, the consumer may end the contract free of charge, at any time from the first renewal, where they change their home or their tax household changes.

Article L. 215-1-1. Where a contract has been concluded by electronic means or has been concluded by another means and the professional, on the day of termination by the consumer, offers the consumer the possibility of concluding contracts by electronic means, termination is made possible by that method.

To that end, the professional makes available to the consumer a free feature allowing the notification and the steps necessary for termination of the contract to be carried out by electronic means. When the consumer notifies termination of the contract, the professional confirms receipt of the notification and informs the consumer, on a durable medium and within a reasonable time, of the date on which the contract ends and of the effects of termination.

A decree sets out in particular the technical arrangements capable of guaranteeing identification of the consumer and easy, direct and permanent access to the feature referred to in the second paragraph, such as its arrangements for presentation and use. It determines the information to be provided by the consumer.

Article L. 215-2. The provisions of this chapter, with the exception of article L. 215-1-1, do not apply to operators of drinking water and sanitation services.

Article L. 215-3. The provisions of this chapter also apply to contracts concluded between professionals and non-professionals.

Article L. 241-3. Where the professional has not made the refund under the conditions provided for in article L. 215-1, the sums due bear interest at the statutory rate.

ARTICLE 25. MODEL WITHDRAWAL FORM

This form is an English translation provided for information. The French text prevails.

Model withdrawal form annexed to article R. 221-1 of the French Consumer Code.

(Please complete and return this form only if you wish to withdraw from the contract.)

To Armand OCTEAU, entrepreneur individuel, registered under SIREN number 999229016, whose business address is located at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France, 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France, contact@solyzon.com:

I/We (*) *hereby give notice that I/we (*) withdraw from my/our (*) *contract for the sale of the goods (*)/for the provision of the service (*) below:

Ordered on (*)/*received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only if this form is notified on paper):

Date:



SOLYZON
Armand OCTEAU, EI, SIREN 999 229 016
Sarah LÉVY, EI, SIREN 999 229 008
Marque déposée à l'INPI, n° 5215907, classe 42
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