

<p style="text-align: center;">GENERAL TERMS AND CONDITIONS OF SALE HYPNOVATION GROUP Consumer customers and non-professionals</p>

1 Introduction

HYPNOVATION GROUP, simplified joint stock company with share capital of €16,730, with registered office at 132 rue Fondaudège – 33000 BORDEAUX, registered under the number 820 962 074 in the Trade and Company Register of Bordeaux (hereinafter referred to as “Seller”), develops a method for online foreign language learning under hypnosis (hereinafter referred to as “Hypnoledge”) under the domain name <https://www.hypnoledge.com/> (hereinafter “Website”) for private or non-professional customers (hereinafter referred to as “Customer(s)”).

Hypnoledge is available on internet browser from computer, tablet and smartphone.

The Customer declares to have read these General Terms and Conditions of Sale (hereinafter “GENERAL TERMS AND CONDITIONS”), and to have accepted them before placing their order. As these GENERAL TERMS AND CONDITIONS may be subject to subsequent modifications, the version applicable to the Customer’s purchase is the one in force on the date the order is placed.

The Website is intended exclusively for non-commercial users.

No special conditions may, unless HYPNOVATION GROUP formally accepts them in writing, take precedence over the GENERAL TERMS AND CONDITIONS. Any condition of a contrary nature opposed by the Customer will therefore, in the absence of express acceptance, be unenforceable against HYPNOVATION GROUP, regardless of when it may have been brought to its attention.

2 Registration and placing an order

Each Customer may register once on the website.

The Customer acknowledges having the required capacity to contract and use the Hypnoledge method offered on the Website. **A minor under the age of fifteen (15) may only create a personal account and register on the Website with the prior consent of the holder of parental authority.**

The Customer must provide complete and valid information in the sections provided on the registration form. The Customer agrees to the publication of their user name, profile data, including in particular the choice of foreign languages, online status and date of registration as well as additional information provided voluntarily, including the profile picture. The Customer’s e-mail address will not be published.

Orders for the use of Hypnoledge are placed exclusively on the Website.

The order between the Customer and the Seller is binding and irrevocable once the Customer completes and sends the registration form by clicking on the button related to their order.

Confirmation of the order constitutes acceptance unconditionally and unreservedly of these GENERAL TERMS AND CONDITIONS.

After registration, the Customer will receive an automatic confirmation by e-mail. The e-mail contains a hyperlink by which the Customer can check whether the stated e-mail address is correct. The Customer undertakes to provide this verification. Prior to verification, the Seller may limit or prevent access to the Website at any time.

The prices mentioned on the Website include the taxes applicable to the price, at the time of the transaction (VAT or other).

3. Products offered by the Seller

In addition to the online method for learning foreign language under hypnosis, the Seller offers “personal development” products, which enable the Customer to boost their capabilities.

These products, called “Hypnoboost”, may be purchased or earned by the Customer through a points accumulation system called “Hypnokeys”.

The Customer accumulates Hypnokeys during their learning. To earn Hypnokeys, the user must accumulate listening sessions under hypnosis for the same topics as well as those on different topics + add up the successfully completed topic exercises. These Hypnokeys will allow them to qualify for Hypnoboost sessions. These are specific hypnosis sessions related to personal development created by therapeutic hypnosis professionals. The aim of these sessions is to boost the Customer’s capabilities, in particular by improving their self-confidence.

If the Customer so wishes, they may also purchase the Hypnoboost directly by paying via credit card. It is recalled that each Hypnoboost session purchased cannot be refunded by the Seller.

The Customer may avail of Hypnoboost sessions for the duration of their subscription, bearing in mind that the Hypnoboost sessions purchased or obtained after having accumulated Hypnokeys may not, under any circumstances, be followed after the subscription has been cancelled, for whatever reason.

4. Rates - Cancellation of the subscription

The Seller’s prices are those prevailing on the day the order is placed and, where applicable, in the specific commercial offer addressed to the Customer. These prices are binding and irrevocable for their period of validity, as indicated by the Seller.

The use of Hypnoledge is offered by way of a monthly subscription without a time commitment (except in the context of B2B commercial contracts).

Order placement entitles the Customer to use Hypnoledge for free for the first 14 days of the subscription period.

From the 15th day, the monthly subscription period will begin, and the terms of payment referenced in point 5 below will be automatically implemented.

In the absence of cancellation, the subscription is then tacitly renewed each month. The Customer may cancel their subscription at any time by simply clicking on their personal

account opened on the Website, or by sending an e-mail to contact@hypnoledge.com. To terminate their account, the Customer must log in to the site with their username and password and then go to their profile. Then in the drop-down menu they should then click on “subscription”, then “cancel my subscription”.

The Seller has the right to cancel orders at any time without giving reasons.

In all cases of cancellation of the subscription, the cancellation will take effect at the end of the thirty (30) days following the payment of the subscription order by the Customer, the latter not being permitted, under any circumstances, to obtain a refund for the current month's subscription period.

5 Payment Methods

The order for a subscription to Hypnoledge is payable in advance each month.

The Seller's prices are those prevailing on the day the order is placed and, where applicable, in the specific commercial offer addressed to the Customer. These prices are binding and irrevocable for their period of validity, as indicated by the Seller.

The Customer may make a payment using one of the specified payment methods such as credit card or SEPA direct debit or other method offered by the Seller.

The billing type and prices are defined in each offer and summarised before the end of the order process on the Website.

In the case of the first payment, the Customer will be debited the amount of their subscription fifteen (15) days after the date on which they confirmed the opening of their personal account during registration and took out their subscription, and every 30 days after that.

Example : for an order placed 1st January, the Customer will be debited the monthly amount of their subscription on 16th January and then on the 16th each month after that. Billing occurs digitally, there is no paper billing. The monthly invoices will be accessible at any time, for simple viewing, downloading or printing by the Customer, on their personal account on the Website via “my profile”.

Once the Customer obtains access via a promotional code, the use of Hypnoledge will be free, or its cost reduced if a discount voucher is produced, and for a limited duration as specified in the said promotional code.

6 Right of withdrawal by the consumer

The consumer is any natural person who acts for purposes that do not fall within the scope of their commercial, industrial, artisanal, self-employed or agricultural activities. The right of withdrawal hereunder is vested solely in consumers and legal persons not acting for professional purposes.

Any order placed on the Website constitutes the formation of a contract concluded at a distance between the Customer and the Seller.

In this respect, the Customer, in accordance with the law, has a withdrawal period of fourteen (14) days from the time of placing the order to exercise their right to withdraw from the Seller and cancel their order free of charge without having to state reasons or pay a charge.

The right of withdrawal can be exercised either online, from “my profile”, “my subscription”, “cancel my subscription” available on the Website, in which case an acknowledgement of receipt on a durable medium will be immediately communicated to the Customer by the Seller, either by post or email, addressed to the Seller referencing the order relating to this withdrawal and unambiguously expressing the Customer’s desire to withdraw by using the withdrawal form below.

By post: 132 Rue Fondaudège, 33000 BORDEAUX

Via e-mail: contact@hypnoledge.com

Specimen Withdrawal Form

For the attention of **HYPNOVATION GROUP**

Simplified joint stock company with share capital of €16,730

Contact address: 132, rue Fondaudège, 33000 BORDEAUX

I/we (*) hereby notify you (*) of my/our (*) withdrawal from the order placed for a subscription to Hypnoledge below:

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

Name(s) of the consumer(s):

Address(es) of the consumer(s):

Signature of the consumer(s) (only in case of notification of this paper application) :

Date

**Delete as appropriate*

In case of withdrawal of the order within 14 days, the Seller shall reimburse all the payments received, without undue delay and, in any event, no later than fourteen (14) days following receipt of the decision to withdraw the order.

Refunds will be made using the same method of payment used for the original transaction, unless a different method has been expressly agreed upon, at no extra charge.

7 Content and accessibility of the language portal

The Seller shall make every effort to guarantee the functionality of the language portal at all times. However, the Seller does not guarantee uninterrupted access.

To provide their service, the Seller uses the technologies currently and generally used in the field. In order to avail of all the services offered by the Seller, the Customer must also use these technologies (e.g. updated browser technologies, Adobe Flash) or allow their use on their computer (e.g. enable Java Script, allow cookies and pop-ups). Where the Customer uses older or not commonly used technologies, they may only avail of the services provided by the Seller to a limited extent.

8 Intellectual Property

The website content is the exclusive property of the Seller and is protected by French and international intellectual property legislation.

Any total or partial reproduction of this content is strictly prohibited and may constitute a counterfeiting offence.

Except where the content is expressly designated “creative commons”, all texts, images and other works created by the Seller on the Website and distributed in the context of the language portal are protected by copyright and any use outside the Hypnoledge language portal will require the prior consent of the Seller.

9 Content generated by the Customer

Through the interactive use of Hypnoledge, the Seller offers each user the opportunity to transfer auto-generated content (such as, in particular, images, translations or texts) (hereinafter individually or collectively referred to as “Content”) and to publish such content on the Website so the public may access it.

The Customer hereby grants the Seller a worldwide, non-exclusive, free and transferable right to use the Content, for the duration of the intellectual property rights related to said Content. This includes, without reserve:

- a) the right to reproduce, broadcast, publish, duplicate, print or record all or part of the Content, on a medium known now or in the future, in any format;
- b) The right to make any version, in any language, of all or part of the Content and, more generally, the right to translate, organise, modify, adapt and transform any part of the Content in any format, for a type of use or purpose;
- c) The right to use and exploit any part of the Content in its original version or in another version as defined above, by any means;
- d) The right to sell, licence or transfer the rights to use, rent or borrow copies of the content in its original version or in another version as defined above, with or without consideration;
- e) The right to integrate all or part of the Content, with or without modifications or interfaces;

The Seller may delete or erase Content published by the Customer at their discretion at any time.

The Customer agrees that the opportunity to post Content will only be granted for personal, non-commercial use. Consequently, the Customer does not have the right to publish such Content with which they intend to pursue commercial interests, in particular advertising.

The Customer shall, for their part, ensure that the registration data cannot be misused by third parties through the non-disclosure of their access codes and passwords. In this context, the Customer must in particular block any access by third parties to its registration information. With the consequence of being held personally liable, the Customer shall also ensure that the Content that they have published on the Website are free of viruses, worms and Trojans or other programmes that could compromise or alter the usability of the Website or the existence of the language portal or the websites of other users.

The Customer warrants that the Content that they have transferred does not violate any intellectual property rights of third parties and that the Content can be used in accordance with this clause. This includes all moral rights of any person photographed, mentioned or otherwise referred to in the Content.

The Seller reserves the right to exclude the Customer from their offer or to limit the options available to the Customer to publish Content in the event of a breach hereof. In addition, the Customer warrants and declares, with the consequence of being held personally liable, that the Content they publish does not violate any applicable legal or administrative regulations and - moreover - is not harmful to young people, is not pornographic, racist, offensive, breaches ethics, in any other similar manner, etc.

The rights granted by the Customer to the Seller and the foregoing guarantees and consents shall not cease to apply when the Customer’s contract or relationship with the Seller is cancelled.

10 Precontractual information provisions for the individual or non-professional customer

The individual or non-professional Customer acknowledges having been informed, prior to placing their order, in a clear and comprehensible manner, of the GENERAL TERMS AND CONDITIONS and of all the information listed in Article L.221-5 of the French Consumer Code, and in particular the following information:

- the essential characteristics of Hypnoledge,
- the price and subscription to Hypnoledge and ancillary costs if applicable;
- the date of contract performance,
- information relating to the identity of the Seller, their postal, telephone and electronic contact details, and their activities, if not apparent from the context,
- the functionalities of the digital content and, where applicable, its interoperability,
- the possibility of resorting to conventional mediation in the event of a dispute.

11 Incompatibility with the state of hypnosis

The Seller points out that the state of hypnosis is a “state where attention is focused”, “state of intense concentration”, enabling one to withdraw from reality and to escape into one’s own pleasant experiences.

It is stressed that the state of hypnosis is contraindicated in cases of deafness, severe cognitive impairment (e.g.: dementia, mental retardation ...) or serious psychiatric disorders (paranoia, schizophrenia), or drug use.

Likewise, the Seller points out that the altered state of consciousness and the state of hypnosis are incompatible with driving a vehicle, or any activity requiring normal alertness and situational awareness.

The Buyer acknowledges having been informed of these details and having made sure not to be in a situation of contraindication as mentioned above. They also acknowledge that the learning method under a state of altered consciousness is accompanied by a questionnaire that they have filled in truthfully, conscientiously and under their own responsibility.

12 Liability

The Seller provides the Customer with a method and tools for learning foreign languages. To this end, it undertakes to use all the means at its disposal so that the Customer’s experiences optimal learning and progress. **However, as each user has their own learning abilities and their own pace, their progress and results can in no way be guaranteed by the Seller.**

13- Personal data

In accordance with the Data Protection Act of 6 January 1978, reinforced and supplemented by the GDPR (General Data Protection Regulation) entered into force on 25 May 2018, the

Customer has, at any time, a right of access, rectification, opposition, erasure and portability in respect of all their personal data by writing, by post and providing proof of their identity, to:

HYPNOVATION GROUP

132 rue Fondaudège

33000 BORDEAUX

Or via e-mail : contact@hypnoledge.com

In accordance with law 78-17 of 6 January 1978 amended by law n°2018-493 of 20 June 2018, it is recalled that the personal data required from the Customer are necessary for processing their order and creating invoices, in particular.

These data may be communicated to any partners of the Seller responsible for the performance, processing, management and payment of orders/the contract.

The processing of information communicated through the Website complies with the legal requirements for the protection of personal data, the information system used ensuring optimal protection of such data.

The Customer may lodge, with CNIL (www.cnil.fr); any complaint they would consider useful to ensure protection of their personal data by the Seller.

14- Applicable law – Litigation - Mediation

These General Terms and Conditions of Sale and the transactions resulting therefrom between the Seller and the Client are governed by and subject to French law.

Any claim or dispute arising in connection with the interpretation, validity, performance or termination hereof shall be compulsorily subject to an attempt to reach an amicable settlement between the parties prior to any challenge before the courts.

The Customer is informed that they may, in addition and in any event, engage in conventional mediation, in particular by consulting existing sectoral mediation bodies.