

LEGAL NOTICE

LeKiosque.fr is a french company with capital of 254 755 € 10 boulevard Haussmann 75009 Paris France, registered with the Trade Registry of Paris under number B493.341.473.

Legal Representative & Publishing Director: Ari Assuied

TERMS AND CONDITIONS OF USE

Access and use of LeKiosque.fr 's website, cafeyn.co ("our Site/"the Site") and other LeKiosque.fr Internet services ("Services") are subject to the following terms and conditions ("Terms") (together with the documents referred to on it). Creating an account with us or otherwise using and accessing our Services and ordering any of the magazines or other publications listed on our Site ("Products") will signify your acceptance of these Terms and constitute a binding agreement between you and us ("The Agreement").

You should print a copy of these Terms for future reference.

1. INTRODUCTION

1.1 We are LeKiosque.fr, a company registered in France under company number B493 431 473, with our registered office at LeKiosque.fr, 10 boulevard Haussmann, Paris FRANCE, and we operate the Site.

1.2 As user of our Site you acknowledge that any use of the Site including any transactions you make ("use/using") is subject to our Terms.

2. YOUR STATUS

2.1 By placing an order through our Site, you warrant that: (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old; (c) if you are under 18 years old, you have parental permission to enter into the Terms.

2.2 Adult magazines can only be purchased if you are at least 18 years old. We are not allowed by law to supply these products to you if you do not satisfy this age requirement. If you are underage, please do not attempt to order these products through our Site.

3. REGISTRATION, PASSWORD AND SECURITY

3.1 Whenever you provide information to us via our Site, you agree to :

(a) Provide us accurate and complete information;

(b) Maintain and promptly update such information to keep it accurate and complete;

3.2 If you fail to comply with clause 3.1 we, at our sole discretion and without notice to you, may:

(a) Suspend your access to your account and to our Site; or

(b) Terminate this Agreement and the access to your account and you will remain liable for all amounts due under your account up to and including the date of termination

3.3 If any portion of our Site requires you to register or open an account you may also be asked to choose a password and a username.

3.4 You are sole responsible for maintaining the confidentiality and security of your password and your account and you are fully responsible for all activities that occur under your password and account identification.

3.5 You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. We reserve the right to take any action to ensure the security of the Site and your account including, without limitation, terminating your account, changing your password.

3.6 Under no circumstances shall we be responsible for any losses resulting from or arising out of:

(a) the unauthorised access or use of your account or use of your password; (b) any of our action or inaction under clause 3.5; (c) any compromise of the confidentiality of your password or account

4. SERVICE AVAILABILITY

4.1 Subject to clause 4.2, our Services are available 24 hours a day, 7 days a week

4.2 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Services (or any part thereof) with or without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services

5. HOW TO PLACE AN ORDER

5.1 We offer different ways of purchasing our offers according to the device used to access our application. **5.2** Some of our offers are not available for some Products or on certain devices. For a complete list of compatible devices please consult our Website.

5.3 When clicking on the icon of a publication, you will be offered different ways of purchasing, namely:

(a) Purchase of individual issues of magazine (“Single Issues”).

If you wish to purchase Single Issues, simply click on “add to my basket” next to any title and it will be added to your shopping basket. When you have finished adding titles, you click on the menu bar at the top marked “my basket” and review your titles. You will have an opportunity to modify your basket and proceed to purchase. Follow then the step-by- step instructions for payment.

(b) Subscribe to a magazine on a fixed-term basis (“Fixed-Term Subscription”).

- i. When choosing the Fixed-Term Subscription purchase option, you agree to subscribe to a magazine for a limited period of either 3 months, 6 months or 12 months (the Term);
- ii. Each new issue of the magazine that you have ordered is accessible from the tab “My Library”;
- iii. We automatically bill you the subscription fee for the full period of the Term;
- iv. At the end of Term, the subscription shall automatically come to an end.

(c) Subscribe to an auto-renewable fixed duration Subscription (via iTunes)

- i. The client subscribes for a duration of either 1 month, 3 months, 6 months or 1 year for a fixed price.
- ii. Each new issue is automatically added to your library automatically in the section 'My library' as soon as it is released.
- iii. The client is debited when subscribing of the amount that matches the duration of his/ her subscription via the iTunes payment.
- iv. At the end of Term, it is automatically renewed. To unsubscribe, the user must access their iTunes settings

(d) Unlimited Bundle

i. Cafeyn offers an unlimited bundle available for iOS and Android. This bundle allows the user to subscribe to access an unlimited number of magazines in the catalogue present in the application.

ii. The bundle is offered at the price of 7,99 GBP and is renewed automatically every month until the subscription is cancelled by the user or by Cafeyn. Once cancelled, the user cannot access the content anymore.

iii. – For the iOS version, payment will be charged to iTunes Account at confirmation of purchase, unless you benefit from the one month trial period. In this case it will be charged within 24-hours prior to the end of the one month trial period.

iv. Account will be charged for renewal within 24-hours prior to the end of the current period at the same cost of 7.99 GBP.

v. Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.

vi. – Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's account Settings after purchase for the iOS version.

5.4 Details of the methods of payments are set out in clause 6 below.

5.5 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.

5.6 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation.

6. SPECIFIC TERMS FOR O2 CUSTOMERS

6.1 This Service is made available to you by O2 either as :

- an offered subscription included in your mobile phone plan or ;
- as a paid-monthly subscription.

Hereafter the "Extra(s)".

This specific Clause 6 explains how to activate and use your Extra.

6.2 The duration of your Extra (hereafter the “Extra Period”) will be as set out in O2’s Terms and Conditions and on O2’s websites and application. The Extra will commence on the date you have redeemed it.

6.3 If you already have an account on the Service, you won’t be able to use the email address you have used to register to redeem your Extra. Nevertheless, you can register with another email address.

6.4 If you terminate your contract with O2, you won’t be able to access the Service through your Extra.

6.5 You can cancel your Extra at any point through MyO2 or by calling directly O2’s Customer Service from your O2 mobile on 202.

6.6 You will be auto opted-in to a paid-monthly subscription once your offered subscription included in your mobile phone plan has expired unless you opt-out at any point before expiration through your MyO2 account or by contacting O2 Customer Service on 202.

6.7 The paid-monthly charge is O2’s sole decision. Any queries regarding payment or refunds must be addressed to O2’s Customer Service on 202. If the Extra is a paid-monthly subscription, charges will appear on your mobile phone bill.

6.8 You are aware the following clauses are applicable to you during the Extra Period : Clause 2 (“Your Status”), Clause 3 (“ Registration, Password & Security), Clause 4 (“Service Availability”), Clause 11 (“Intellectual Property”), Clause 12 (“third Party Rights”), Clause 13 (“International Use”), Clause 14 (“Privacy”), Clause 16 (“Liability”), Clause 17 (“Written Communications”), Clause 18 (“Notices & Communication”), Clause 19 (“Transfer of Rights & Obligation”), Clause 20 (“Waiver”), Clause 21 (“Severability”), Clause 22 (“Our contract with you”), Clause 23 (“Our right to vary terms”), Clause 24 (“Law & Jurisdiction”), Clause 25 (“Third Party Rights”).

6.9 Access to the Service is personal and cannot be transferred. It cannot be exchanged for cash or used to offset the price of any other service O2 is offering.

6.10 You are aware the Content may vary from time to time.

6.11 The Terms and Conditions will be deemed accepted by you once you have registered onto the Service.

6.12 For more information on your Extra, you can also check O2’s Terms and Conditions here : <https://www.o2.co.uk/termsandconditions/rewards/o2-extra>

7. PROMOTIONAL OFFER

7.1 From time to time we may make special promotional offers to you. These promotional offers will be displayed on our Site and will remain valid as advertised.

8. CONSUMER CANCELLATION RIGHTS

8.1 Your legal right to cancel a contract under the Consumer Protection (Distance Selling) Regulation 2000 does not apply to sale of newspapers, periodicals or magazines.

8.2 Notwithstanding clause 7.1, you can cancel your Fixed-Term Subscription for any reason and receive a full refund provided the following conditions are met:

(a) You have not accessed any of the contents of your order uploaded into your Library; (b) You inform us in writing that you wish to cancel your order by sending us an email to support@cafeyn.co.

(c) In accordance with the legislation in force, any digital content provided on an intangible medium, whose execution started with your agreement and for which you have waived your right of withdrawal, can not give rise to a refund even partial (Example: you have downloaded and read a magazine).

8.3 Subject to clause 7.2, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9 below). Your statutory right to cancel a Contract starts from the day of your subscription. When a refund request is granted, you will no longer have access to the Products and they will be removed from your Library.

8.4 You can exercise your statutory right of cancellation by completing our "Contact Form" accessible on our Site.

9. PRICE AND PAYMENT

9.1 The price of the Products will be as quoted on our Site and may change from time to time.

9.2 Product prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

9.3 Product prices are likely to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

9.4 We accept payment by credit card, debit card or PayPal for all orders.

9.5 We will not charge your credit or debit card or PayPal account until we dispatch your order.

9.6 For the iOS version, payment is through your iTunes account. Payment through your iTunes account is also available for Individual Issues and Unlimited Bundle Subscription.

9.7 When you enter your personal and financial information online that information is encrypted using a security protocol called Secure Sockets Layer (“SSL”) which encrypts all information prior to transmitting it over the Internet.

10. OUR REFUNDS POLICY

10.1 If you have cancelled the Contract between us within the seven-day cooling-off period in accordance with clause 7, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full.

10.2 We will refund any money received from you, normally by using the same method originally used by you to pay for your purchase.

11. INTELLECTUAL PROPERTY

11.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of our Site shall remain at all times vested in us or our licensors. You are permitted to use our Site only as expressly authorised by us or our licensor.

11.2 You acknowledge and agree that the material and content contained within our Site is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using our Site. You further acknowledge that any other use of the material and content of our Site is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, display, distribute, commercially exploit or create derivative works of such material and content.

12. THIRD PARTY CONTENT

12.1 We offer all our Products as distributor and not as publisher. We have therefore no editorial control over the content of the Products supplied by third parties and accept no liability for such content.

12.2 Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties, including those made in our Products, are those of the respective author(s) or publisher(s) and not of ours.

12.3 We do not guarantee the accuracy, completeness or usefulness of any content, nor will we be liable for any loss or damage caused by your reliance on information obtained through.

13. INTERNATIONAL USE

We make no representation that the content of the Site, the Services and Products is appropriate for use in locations outside of the United Kingdom, and accessing them is prohibited from territories where such content is illegal. If you access the Site, the Services and Products from other locations, you do so at your own initiative and are responsible for compliance with local laws.

14. PRIVACY

Our current privacy statement is located at www.Cafeyn.co (“the Privacy Policy”) and is incorporated into these Terms by this reference. For inquiries in regard to the Privacy Policy or report a privacy related problem, please contact support@cafeyn.co.

15. TERMINATION

15.1 We may, at our sole discretion, disable your account and preclude access to the Services without notice and without liability if:

(a) You fail to comply with any of the provisions of the Terms; (b) You fail to comply with clause 3.1;

(c) You fail to pay the amounts due under your account;

(d) You have acted against our interests

15.2 O2 Customers right to terminate is as set out at clause 6.

16. OUR LIABILITY

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event) including, without limitation (a) Mechanical, electronic or communication failure or degradation; (b) impossibility of the use of public or private telecommunications networks; (c) the

acts, decrees, legislation, regulations or restrictions of any government.

16.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16.3 If we fail to comply with the Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

16.4 Our aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the Products.

16.5 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.6 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence:
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)
- (e) defective products under the Consumer Protection Act 1987; and
- (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

16.7 We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

17. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. NOTICES AND COMMUNICATIONS

All notices given by you to us must be given to LEKIOSQUE.FR at 10 boulevard Haussmann 75009 Paris or by e-mail support@Cafeyn.co. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or five days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 We may transfer our rights and obligations under the Terms to another organisation, but that will not affect your rights or our obligations under this Contract.

19.2 You may only transfer your rights and obligations under this Contract if we agree to this in writing.

20. WAIVER

20.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of the Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

20.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

20.3 No waiver by us of any of the Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 17 above.

21. SEVERABILITY

If any court or competent authority decides that any of the provisions of the Terms or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

22. OUR CONTRACT WITH YOU

We intend to rely upon the Terms and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from the Terms be confirmed in writing.

23. OUR RIGHT TO VARY THE TERMS

22.1 We have the right to revise and amend these Terms at any time in our sole discretion.

22.2 You will be subject to the policies and Terms in force at the time that you order products from us, unless any change to those policies or the Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or Terms before we send you the Dispatch Confirmation.

24. LAW AND JURISDICTION

Contracts for the purchase of Products through our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non- contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

25. THIRD PARTY RIGHTS

A person who is not party to the Terms or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

26. CUSTOMER CARE

For any information or question regarding Cafeyn, the Client can contact our Customer Care by sending an email at support@cafeyn.co or call +33153761096 or send us a mail at :

Cafeyn
LeKiosque.fr

Customer Care
10 Boulevard Haussmann 75009 Paris FRANCE