

# 'FAMILY' GENERAL TERMS OF USE AND GENERAL TERMS OF SALE "ACCOUNT MANAGER"

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## Article 1 - General

Famileo is an IT solution operated by Entourage Solutions (hereinafter referred to as the 'Supplier'), a simplified joint-stock company (SAS) with a share capital of 121,190 euros, with its registered office at 4 Avenue Louis Martin, 35400 Saint-Malo, registered with the Saint-Malo trade and companies register under number 805 178 159.

Famileo is a service that enables its Users to create a private family network, allowing authorised Family Users of the same family space, as well as associated establishments, to share content and communicate within a closed and secure environment. The term 'Family Space' is used in the broad sense to refer to a community.

These services are available on the website <http://www.famileo.com> and via the FAMILÉO mobile app, which can be downloaded from Google Play and the App Store (hereinafter referred to as 'the Services').

These general terms of use (hereinafter referred to as the 'Famileo Terms of Use') apply to any User with access to the FAMILÉO Services, namely the Portal and the FAMILÉO App.

The Supplier attaches great importance to the security of its Users' personal information and implements various measures to protect it against unauthorised access.

To enhance FAMILÉO's security, the Supplier uses reCAPTCHA Enterprise, a service provided by Google. reCAPTCHA helps prevent abuse and spam by verifying that logins to the FAMILÉO App are made by humans and not by automated bots. The use of reCAPTCHA is subject to Google's Terms of Service and Google's Privacy Policy. By using the FAMILÉO App, which is owned by the Supplier, the User agrees to these terms and privacy policies.

- **FAMILÉO Website:** means the website known as FAMILÉO, operated by the Supplier and accessible via the following web address: [www.famileo.com](http://www.famileo.com).
- **Users:** means any user of the FAMILÉO Website or the FAMILÉO App (Family User or Account Manager).

### For Users of the 'Consumer Plan':

- **Account Manager:** refers to the individual who is a customer of the Supplier and a Family User, on whom the primary payment method depends and who is authorised to manage the Family Space. This person may either have taken out a subscription to the Services directly, or may have assumed the role of Family Space manager following a subscription transfer.

### For users of 'FamileoPro':

- **Customer:** refers to the Supplier's customer establishments, where:
  - The families of a Resident will be able to access the Portal, the FAMILÉO App, the Community Wall and the Family Wall after accepting the Famileo Terms of Use,
  - Customer Users will be granted access to the Pro Interface after accepting the Pro Terms of Use.
- **Community Wall:** refers to an additional tab on the FAMILÉO Website and the FAMILÉO App for families with a Resident, which enables the Customer to post updates about life at the Residence for the benefit of Family Users.
- **Family Wall:** refers to personal messages sent by the Customer to a family, intended for all Family Users of a Resident, which are displayed in the Family Space.
- **Resident:** refers to a Recipient in the Residence whose Family Users have taken out a subscription via the Customer.

## Article 2 - Definitions

- **FAMILÉO App:** refers to the FAMILÉO mobile app available for download from Google Play and the App Store.
- **Recipient:** refers to the individual for whom a family network is set up in order to send them a Family Gazette. The Recipient may be at home or may be a Resident.
- **Family Space:** refers to the area on the FAMILÉO Website or the FAMILÉO App to which only Family Users have access. Access to the Family Space is limited to 60 Family Users.
- **Family User:** means the natural person(s) connected to the Family Space of the same Recipient. It is understood that the term 'family' may be extended to include the Recipient's relatives or friends.
- **Partner:** means the Supplier's partners authorised to offer products or services for sale via the FAMILÉO Website or the FAMILÉO App.

## Article 3 - Acceptance of the Famileo Terms of Use

This document sets out the Famileo Terms of Use for the Services, which the Supplier is free to amend or supplement at any time. Users will be notified of any amendments to these Terms fifteen (15) days before the amendments come into effect.

For FamileoPro Users, these Famileo Terms of Use also set out the terms of use for the Community Wall and the Family Wall.

The current Famileo Terms of Use are available on the FAMILÉO Website or the FAMILÉO App at any time.

It is the responsibility of Users to review the Famileo Terms of Use regularly.

The FAMILÉO Services are offered to Users subject to their prior, express acceptance, without restriction or reservation, of the Famileo Terms of Use when creating their account on the FAMILÉO Website or the FAMILÉO App.

The User acknowledges that they have fully read and understood these Famileo Terms of Use, and that, prior to creating their account, they were provided, in a clear and comprehensible manner, with the following information:

- The key features of the Services,
- Information regarding the Supplier's identity, its postal, telephone and email contact details, and its activities, where these are not apparent from the context,
- The procedures for resolving disputes with the Supplier.

Any other or conflicting terms included in the information or in letters received or to be received shall be deemed null and void without the need for any objection on the part of the Supplier.

If one or more provisions of these Famileo Terms of Use are declared invalid by a competent court, the remaining provisions shall remain binding on Users.

It is also specified that the failure of a User or the Supplier to invoke any of the provisions set out herein shall in no circumstances be construed as a waiver of the right to invoke such provisions in the future.

## Article 4 - Terms and Conditions for Posting Content on the FAMILEO Website and the FAMILEO App

**4.1** The User acknowledges that they are the sole and exclusive author of the comments they write and publish on the FAMILEO Website and the FAMILEO App, or of any other material they upload; as such, they assume full responsibility for the content of these comments and publications.

Any material uploaded to the FAMILEO Website and the FAMILEO App by the User must be intended solely to meet an expectation or need of the Recipient or their family.

No material unrelated to this purpose must be uploaded to the FAMILEO Website or the FAMILEO App.

Any message, comment or group name referring to Recipients' health data (illness, physical condition or any other matter relating to people's health) is also prohibited.

**4.2** The User undertakes to assume all civil and criminal liability arising from the posting of their comments or other content on the FAMILEO Website or the FAMILEO App, and shall be solely liable for any legal action that may be brought against the Supplier by third parties or public authorities as a result.

The User indemnifies the Supplier against any judgments that may be handed down against it as a result of the comments and posts in question.

**4.3** In particular, the User undertakes to ensure that their comments and posts respect the rights of individuals and their privacy, trade mark law, other intellectual property rights and press law, and that they do not infringe any law or regulation (in particular the provisions of the Criminal Code, the Civil Code, the Intellectual Property Code and the Consumer Code).

**4.4** The User declares that they have the legal capacity to validly accept the Famileo Terms of Use and to use the Services, i.e. that they have reached the age of majority and are not subject

to any legal protection measures for adults (placement under judicial supervision, guardianship or curatorship).

Users who are legally incapacitated or minors may only use the Services under the supervision and responsibility of their legal representative.

**4.5** Any content that includes, in particular, one or more photographs implies that the User guarantees that the documents uploaded:

- Are uploaded with the consent of the persons appearing in or mentioned therein,
- Are free from any rights of reproduction and public display.

Any User publishing a photograph warrants that they have the necessary authorisations and respect the rights of the persons depicted.

The User indemnifies the Supplier against any claims in this regard.

**4.6** The User undertakes to report to the Supplier any content appearing on the Portal or the FAMILEO App that they believe does not comply with the Famileo Terms of Use.

## Article 5 - FAMILEO Shop

The Supplier, either through Partners or on its own behalf, reserves the right to offer online sales of products or services to Family Users, selected in the Recipient's best interests, on the FAMILEO Website and the FAMILEO App (including, but not limited to: chocolates, photo albums, etc.).

With specific regard to the creation of photo albums through Partners, Users are informed and expressly agree that the content, and in particular the text and photographs, which they may reproduce and publish on their Family Space via the Portal or the FAMILEO Website may be passed on by the Supplier to the Partner in order to create a photo album intended for Family Users or the Recipient, with the exception of content identified by the User as not visible to Family Users (known as 'non-visible family messages'), which, by default, is not included in the photo products produced by Partners.

These sales via Partners are subject to the General Terms of Sale accompanying the description of the products or services offered, for which the Partners concerned are solely responsible.

Users may therefore access e-commerce sites via links on the Portal, enabling them to make online purchases of products or services offered by third parties.

Users are advised to familiarise themselves with the General Terms of Sale of the relevant third party offering the sale of products and services before placing any order.

The Supplier undertakes not to pass on Users' contact details directly to Partners without the Users' prior consent.

Consequently, the contact details of Family Users and Recipients, which are strictly necessary for the fulfilment of orders for products and/or services, will only be passed on to Partners at the time of final payment by the Family User or the Recipient themselves.

Any complaints regarding the products and/or services ordered in this way must be addressed by the Family User or Recipient directly to the third-party Partner. The Supplier shall not be held liable for any failure by the third-party Partner to fulfil its obligations. However, the Supplier encourages the Family User or Recipient to inform it of any difficulties they may have encountered with any of its Partners in connection with an order.

## Article 6 - Reporting and moderation

The Supplier has put in place a reporting and moderation procedure. This reporting and moderation procedure applies to any content published by a User or a Customer User on the FAMILIO Website, the Community Wall or the Family Wall, which does not comply with the terms of the Famileo Terms of Use or the Pro Terms of Use, or, more generally, with the laws and regulations in force (content that is unlawful or contrary to public order and morality).

### 6.1 Definition of unlawful content

In accordance with Article 3(h) of Regulation (EU) 2022/2065 (Digital Services Act, hereinafter 'DSA'), 'illegal content' means any information which, in itself or in relation to an activity, does not comply with European Union law or with the law of a Member State that is consistent with that law, regardless of the specific subject matter or nature of that law.

In accordance with Recital 12 of the DSA, this concept corresponds to the rules in force in the 'offline environment': what is illegal offline is illegal online.

The unlawfulness of content stems exclusively from a breach of a provision of EU law or of national law consistent with EU law, such as, but not limited to:

- public insults and defamation (within the meaning of the applicable national criminal or civil law);
- incitement to hatred or violence;
- harassment as defined by law;
- the non-consensual sharing of private images;
- the dissemination of terrorist or child pornography content;
- infringements of intellectual property rights.

The mere fact that a post offends a User's sensibilities is not, in itself, sufficient to classify it as unlawful content within the meaning of the DSA.

As such, a post that is sarcastic, humorous, satirical or parodic and which offends a User's sensibilities does not constitute unlawful content within the meaning of Article 3(h) of the DSA, provided that it does not infringe any provision of EU law or national law consistent with that law.

### 6.2 Reporting procedure

The reporting and moderation procedure implemented by the Supplier follows the steps set out below:

- Reporting of content by a User or a Customer User: the Supplier allows its Users or Customer Users to report content published on the FAMILIO Website;
- Receipt and analysis of the report and its content by the Supplier;
- Following this review, the Supplier may decide, on the one hand, not to take any further action on the report, as the reported content complies with the provisions of the Famileo Terms of Use or the Pro Terms of Use. On the other hand, the Supplier may consider the reported

content to be in breach of the provisions of the Famileo Terms of Use or the Pro Terms of Use;

- In the latter case, the Supplier will contact the User or Customer User who published the reported content and inform them of: the breach of the Famileo Terms of Use or the Pro Terms of Use; the removal of the reported content; the taking of screenshots of the content; and the possible imposition of sanctions (such as the deletion of the account of the person concerned);
- The person concerned may contest this decision.
- The Supplier will then contact the person who made the report to inform them of the action taken in response to their report.

As the Supplier is subject to the provisions of Regulation (EU) 2022/2065 of 19 October 2022, known as the DSA, it is obliged to notify the law enforcement or judicial authorities of the European Union Member State in which the content was published, information giving rise to a suspicion that a criminal offence posing a threat to the life or safety of one or more persons has been committed, is being committed or is likely to be committed.

## Article 7 - Creating a User Account

**7.1** Users may only use the FAMILIO Website and the FAMILIO App after creating a personal account and accepting the Famileo Terms of Use.

**7.2** To create an account, the User must complete their profile (surname, first name, email address, photo, etc.) and enter a confidential Family Code specific to each Recipient. Once this procedure is complete, each User will be provided with a username and a personal password, for which they are responsible and which they must not disclose to anyone. This username and password are required for each User to access the FAMILIO Website and the FAMILIO App.

The Supplier recommends that Users choose a password of at least 10 characters in length, comprising at least four different types of characters (upper-case letters, lower-case letters, numbers and special characters).

Each User undertakes to keep their username and personal password strictly confidential, to take all necessary measures to preserve their confidentiality, and to notify the Supplier by any means in the event of unauthorised or fraudulent use of their account or login details as soon as they become aware of it.

Any action carried out using the User's username and password shall be deemed to have been carried out by the User, who shall bear sole responsibility for such actions. Under no circumstances shall the Supplier be held liable for any loss or damage suffered by the User as a result of unauthorised or fraudulent use of a User's account or login details.

**7.3** For 'FamileoPro' Users, the Supplier sends the Customer a Family Code for each Resident.

For users of the 'Consumer Plan', the Account Manager receives a confirmation email summarising the details of their subscription and the Family Code, which will enable them to create a Family Space and set up the family network. It is the Account Manager's responsibility, under their sole liability, to share this Family Code with Family Users and the Recipient.

The Account Manager acknowledges and accepts that any Family User who has joined the Family Space may in turn share the Family Code with other people. The Account Manager retains the right to request that a user's access be deactivated in accordance with the terms set out in clause 7.6.

**7.4** Access to FAMILÉO Services is only possible from a personal computer equipped with at least a web browser, by logging in to the Portal, or from a compatible mobile phone and/or tablet after first downloading and installing the Portal.

Access to FAMILÉO Services requires an internet connection and, where applicable, a mobile internet connection for mobile phones. It is specified that the cost of these connections is not covered by the Supplier; it is therefore the responsibility of each User to take out an internet and/or mobile internet subscription in advance in order to use the Services. A mobile internet connection using fourth-generation (4G) mobile phone technology is strongly recommended.

All costs relating to the hardware, software and internet subscriptions required to access the Services are therefore borne exclusively by each User.

Each User is solely responsible for the proper functioning of their computer equipment and their internet connection, as set out in the 'Liability' section below.

The User guarantees the authenticity and accuracy of the information they provide. The User undertakes to update this information should it change. The Supplier shall not be held liable for any failures of the Services that may be linked to incorrect information provided by the User or information that has not been updated.

The User may amend this information via their account on the FAMILÉO Website or the FAMILÉO App by clicking on the 'Edit' section on their profile page.

**7.5** For 'FamileoPro' Users, in the event of the termination of the existing contractual relationship between the Customer and the Supplier, the Supplier may, without delay, deactivate the Family Codes provided, without the User being entitled to make any claim or seek any compensation from the Supplier in this regard. However, if Family Users wish to continue using the FAMILÉO Services upon termination of the Contract, the Supplier may retain all personal data provided, provided that one of the Family Users has taken out a subscription under the 'Consumer Plan' with the Supplier.

**7.6** In the event of a User's failure to comply with any of the provisions of the Famileo Terms of Use, the Supplier may temporarily or permanently deactivate the Family Code for the relevant Family Space, suspend the person's access to the Family Space, and, where applicable, temporarily suspend or terminate access to their account.

The Account Manager may request that the Supplier deactivate a Recipient's access to the Family Space for one of the Family Users, as well as the associated history, upon submission of a duly justified request. The Supplier reserves the right to carry out any checks it deems necessary with the Family Users, the Account Manager and/or the Recipient before deactivating access.

The Supplier shall inform the Family User of this deactivation (Family Code, Family Space and/or history), whether it involves a temporary suspension or the removal of their access rights.

**7.7** A User whose account has been suspended or terminated shall therefore no longer have access to the FAMILÉO Services and shall not be entitled to make any claim or seek any compensation in this regard from the Supplier or the Customer.

## Article 8 - Availability and changes to Services

The FAMILÉO Services are, in principle, accessible 24 hours a day, seven days a week, subject to the above-mentioned terms of access and use and the provisions of the 'Liability' section below.

However, the Supplier reserves the right, without prior notice or compensation, to temporarily suspend access to the Services:

- To make any changes and improvements to the Services, in particular those relating to technical developments. The Supplier undertakes to ensure that this results in neither a price increase, nor a reduction in quality, nor a substantial change to the functionality of the Services.
- For the purpose of carrying out maintenance work.

The User releases the Supplier from any liability in this regard and waives any claim and/or legal proceedings against it on this basis.

Temporary interruptions will, as far as possible, be notified via the FAMILÉO Website or the FAMILÉO App at least twenty-four (24) hours before they occur, except where such interruptions are of an urgent nature and do not allow the Supplier to give Users advance notice.

## Article 9 - Referral Scheme

The Supplier offers its Users a referral scheme, the terms and conditions of which are set out in Appendix 1.

## Article 10 - FAMILÉO Family Kitty

The Supplier offers Family Users a Family Kitty scheme, the terms and conditions of which are set out in Appendix 2.

## Article 11 - Intellectual Property

All elements constituting the Services (text, graphics, software, photographs, images, videos, sounds, plans, names, logos, trademarks, various protectable creations and works, databases, etc.) are subject to French and international legislation on copyright and intellectual property.

These elements are the exclusive property of the Supplier and/or its Partners and are protected under intellectual property rights, in particular copyright. Any reproduction, representation, use or adaptation, in any form whatsoever, whether in whole or in part, of all or part of these elements, without the Supplier's prior authorisation, is strictly prohibited.

The Supplier grants Users, on a non-exclusive basis, the personal right to use the software to access the Services.

The User undertakes, however, to:

- Not to reproduce, whether for commercial or non-commercial purposes, any information contained on the FAMILÉO Website;
- Not to incorporate all or part of the content of the FAMILÉO Website into a third-party website or application, whether for commercial or non-commercial purposes;
- Not to copy the information onto media of any kind that would enable the original files to be reconstructed in whole or in part;
- Comply with applicable regulations, in particular the provisions of the Intellectual Property Code and the Civil Code.

The creation of hyperlinks from a third-party website to the Portal or the Portal requires the Supplier's prior consent.

Any use of elements of the FAMILÉO Website that has not been expressly authorised constitutes a breach of copyright and amounts to infringement.

It may also constitute a breach of image rights, personal rights or any other applicable rights and regulations.

It may therefore result in the perpetrator being held liable under civil and/or criminal law.

The Supplier reserves the right to take all legal action against any persons who fail to comply with this prohibition.

For their part, Users expressly authorise the Supplier, for as long as their account remains active, to reproduce and publish the material – including, in particular, texts, content and photographs – that they have uploaded to the Family Space via the FAMILÉO Website or the FAMILÉO App, in particular for the purpose of compiling a collection in the form of a Family Gazette, or any other compilation incorporating the content posted online, including the creation of photo albums via Partners, it being understood that such compilations are intended solely for the Recipient and Family Users. Any content identified as confidential by the User shall not be included in these compilations or collections.

## Article 12 - Protection of personal data

In accordance with the regulations in force on the protection of personal data, applicable in Europe and in France, the User is advised that the personal information collected in connection with the Services is necessary for their proper functioning.

The Supplier operates the FAMILÉO Website and the FAMILÉO App, which enable it to facilitate a private family network organised primarily around grandparents (or great-grandparents) – whether they are dependent (via care homes or home care) or independent (social media, email lists, etc.) – and people with disabilities.

The data collected in this context is processed to manage subscriptions to Services, manage user relations, and send transactional and marketing messages.

By accepting the Famileo Terms of Use, the User accepts the Data Protection Policy describing the processing carried out on their

personal data, which is available here:  
<https://www.famileo.com/en-GB/privacy-policy>

## Article 13 - Liability

The Supplier undertakes to provide the FAMILÉO Services to the User with due professional care, subject to a best-efforts obligation.

The User declares that they are aware of the constraints and limitations of the internet and mobile internet networks. The Supplier shall under no circumstances be held liable:

- In the event of an interruption to the FAMILÉO Website or the FAMILÉO App due to technical maintenance or the updating of information.
- In the event of a temporary inability to access the FAMILÉO Website or the FAMILÉO App due to technical issues, regardless of their cause or origin. The Supplier will do its utmost to maintain access to the FAMILÉO Website and the FAMILÉO App in an operational state. However, this constitutes only a best-efforts obligation.
- As such, the Supplier shall not be held liable for any faults that may exist or for any damage (costs, loss of data, direct or indirect damage, etc.) that may arise from the User's use of the FAMILÉO Website or the FAMILÉO App, or from the inability to access them.
- In the event of any direct or indirect damage caused to the User, of whatever nature, arising from the content, access to, or use of the FAMILÉO Website or the FAMILÉO App (and/or any websites to which access has been provided via the FAMILÉO Website or the FAMILÉO App), except in the event of proven negligence on the part of the Supplier in the performance of its obligations hereunder and where there is a direct link between such negligence and the direct damage allegedly suffered by the User.
- In the event of abnormal use or unlawful exploitation of the Portal or the FAMILÉO App by a User. The User shall be solely liable for any damage caused to third parties and for the consequences of any claims or legal proceedings that may arise therefrom. The User also waives the right to bring any claim against the Supplier in the event of legal proceedings brought against them by a third party as a result of the unlawful use and/or exploitation of the FAMILÉO Website or the FAMILÉO App.

It is the responsibility of each User to protect their computer equipment against any form of intrusion and/or infection by viruses; the Supplier shall under no circumstances be held liable for any damage that may arise in such circumstances. The Supplier shall not, in general, be held liable for any malfunction or damage to a User's computer equipment arising from the use of the Services.

The Supplier accepts no liability should a breach of any of its obligations be attributable to a force majeure event as defined by French law and case law, including, but not limited to, natural disasters, fires, internal or external strikes, or internal or external failures or breakdowns.

The User declares that they have had access to information regarding the features of the Services and the IT equipment required for their use. This information may be provided to them again upon simple request addressed to the Supplier at the following address: [hello@famileo.com](mailto:hello@famileo.com).

The Supplier shall not be held liable in the event that the Services offered by FAMILÉO prove to be incompatible with certain equipment and/or features of a User's computer hardware. Furthermore, the User is solely responsible for ensuring that the Services meet their needs.

Finally, the User is solely responsible for their use of the Services and may not hold the Supplier liable for any claim and/or legal proceedings brought against them as a result of their use of the Services. The User undertakes to deal personally with any claim, demand or objection and, more generally, any proceedings brought against the Supplier by a third party arising from their use of the Services.

Each User is solely responsible for the content they make available on the Portal and the FAMILÉO App.

When using the Services, the User shall refrain from engaging in any acts or conduct of any kind that contravene the Famileo Terms of Use or the laws and regulations in force. In this regard, the User undertakes, in particular, to:

- Not to publish any content that is unlawful or contrary to applicable laws and regulations. Content is considered unlawful if it infringes or contravenes public order or public decency, is likely to offend the sensibilities of minors, or infringes the privacy, reputation or image rights of third parties; content that is defamatory or disparaging in nature; content that is pornographic or paedophilic; or content that infringes the integrity or security of a State, incites hatred, violence, suicide, racism, anti-Semitism, xenophobia, homophobia, war crimes or crimes against humanity, incites the commission of a crime, an offence or an act of terrorism, incites discrimination, or otherwise infringes upon human dignity;
- Respect the rights of third parties, in particular intellectual property rights;
- Respect the confidentiality of communications with other Family Users.

## Article 14 - Customer Service

For any information or queries regarding the Services, the User may contact the Supplier via the FAMILÉO Website or the FAMILÉO App:

- by clicking on the 'contact' section,
- by sending a letter to the following address: ENTOURAGE SOLUTIONS Customer Service, 4 avenue Louis Martin, 35400 St Malo.

## Article 15 - Choice of domicile and jurisdiction

**15.1** In the event of a dispute, the Parties shall seek an amicable solution before taking any legal action. Should such attempts fail, any disputes that may arise in connection with the interpretation, acceptance, validity and/or performance of these Famileo Terms of Use shall be brought before the competent courts in accordance with the provisions of ordinary law.

The User is also informed that, should a written complaint to the Supplier prove unsuccessful or should the Supplier fail to respond within two (2) months, they may, in any event, seek recourse to contractual mediation by contacting the Commission for the Evaluation and Supervision of Consumer Mediation (CECMC) using the following contact details: By post: AMBO – Association de Médiateurs Bretagne Ouest; 112 Rue Colbert – B37; 56 100 Lorient; or by email at [mediation@ambo.bzh](mailto:mediation@ambo.bzh) or any alternative dispute resolution method (such as conciliation) in the event of a dispute.

The User is free to decide whether or not to resort to mediation and, should mediation be sought, both the User and the Supplier are free to accept or reject the solution proposed by the mediator.

**15.2** The Famileo Terms of Use and the relationships they govern are subject to French law.

## Appendix 1: FAMILÉO Referral Scheme for Individual

The purpose of this appendix is to set out the terms under which the Supplier offers a FAMILÉO referral programme to its Users, that is to say, a programme through which Users may recommend that other individuals (private individuals) subscribe to one of the Services in return for price discounts and gifts.

Participation in this referral programme implies acceptance of these Famileo Terms of Use in their entirety by all parties involved: Referrers and Referees.

### Article 1 - Definitions

**Referrer:** means the individual who is an active User of FAMILÉO Services and is linked to at least one active account (i.e. an account where the Account Manager is up to date with their bill payments and whose subscription is not in the process of being cancelled). Any Referrer who is no longer linked to an active account is not permitted to refer a Referee.

**Referee:** means any individual who has never been an Account Manager for FAMILÉO Services.

**Referral Code:** means the personal code provided to each Account Manager by the Supplier at the time of registration.

### Article 2 - Terms for the FAMILÉO referral scheme

The Referrer may refer any Referee who is not yet an Account Manager for the FAMILÉO Services, as well as any person who is already a User of the FAMILÉO Services and wishes to take out an additional subscription, provided that the Referral Code is linked to an active account that has not been cancelled.

A single Referrer may refer up to 20 Referees over a rolling 12-month period from the date of the first referral.

The Referee may only benefit from one referral per subscription. Any Referee may in turn become a Referrer as soon as their subscription takes effect, and as such benefit from the advantages granted to the Referrer, subject to fulfilling the terms set out in these terms and conditions.

Referral points are valid for a maximum of 12 months.

### Article 3 - Details of the FAMILÉO referral offer

#### 3.1 Terms applicable to the Referee

Where a Referee subscribes to one of the FAMILÉO Services, the referral programme will only be considered valid once the Referee's Subscription Form for one of the FAMILÉO Services has been verified and validated.

In order for the referral to be taken into account, the Referee must enter the Referral Code in the field provided for this purpose when subscribing to one of the Services.

Once the referral has been processed and approved by the Supplier, the Referee will receive one month's free subscription to Services.

#### 3.2 Terms applicable to the Referrer

Provided that the Referral Code is valid at the time of registration and that the Referee meets the criteria set out above, the Referrer will be awarded one point for each active account to which they are linked, it being understood that there is one FAMILÉO account per Recipient.

*For example:*

*Case No. 1: If a Referrer uses the FAMILÉO Services in connection with a single FAMILÉO account and refers a Referee, the Recipient's FAMILÉO account will be credited with one point.*

*Case No. 2: If a Referrer uses the FAMILÉO Services in connection with several FAMILÉO accounts and refers a Referee, each of the Recipients' FAMILÉO accounts will be credited with one point.*

#### 3.3 Terms of use for the Referral Code

The Referral Code is personal and non-transferable. Referrals must only be made within the context of a personal relationship with the Referee.

This therefore excludes posting the Referral Code on social media platforms such as Facebook, Instagram or TikTok.

Generally speaking, any attempt to defraud the FAMILÉO referral scheme will result in the Referrer and their Referees being excluded from the referral programme.

#### Table showing the allocation of gifts to the Referrer's Recipients

| Number of points | Type of reward             |
|------------------|----------------------------|
| 3 points         | A Family Gazette organiser |
| 6 points         | A lovely surprise          |
| 10 points        | A really lovely surprise   |

As soon as a FAMILÉO account linked to the Referrer reaches the threshold for a gift, the gift will be automatically sent within 30 days to the Referrer's designated Recipient. Points will then continue to accumulate. Once a gift has been awarded, the gift associated with a particular tier can only be received once.

The Supplier reserves the right to amend the gift award table set out above at any time.

## Appendix 2: FAMILIO Family Kitty

The purpose of this appendix is to set out the terms under which the Supplier offers its Users the option to use a Family Kitty as a method of payment.

Participation in the Family Kitty implies the User's acceptance of the Consumer General Terms of Sale in their entirety.

### Article 1 - Using the FAMILIO Family Kitty

The purpose of the FAMILIO Family Kitty is to facilitate the various financial contributions towards the FAMILIO subscription between all Family Users and the Account Manager.

In fact, each Family Space created automatically generates a Family Kitty that is accessible online by every Family User.

Each Family User may contribute any amount of their choice to the Family Kitty, up to the maximum Family Kitty amount specified in the section 'Maximum FAMILIO Family Kitty amount' below.

The funds are held in a secure account.

### Article 2 - Maximum amount of the FAMILIO Family Kitty

The maximum amount for each Family Kitty is one year's subscription (i.e. 12 full months).

The maximum amount of the FAMILIO Family Kitty may therefore vary depending on the subscription chosen for the Services.

Once the maximum Family Kitty amount has been reached, Family Users can no longer contribute to it, and a digital message confirms that contributions have been blocked.

Family Users can check the remaining balance in the Family Kitty at any time on the FAMILIO Website or the FAMILIO App.

### Article 3 - Use of the FAMILIO Family Kitty

Funds deposited into the Family Kitty are used first and foremost to pay for the current subscription.

Consequently, the payment method provided to the Account Manager will be put on hold until the balance in the Family Kitty is no longer sufficient to cover the upcoming monthly subscription.

When the amount in the Family Kitty is no longer sufficient to cover the upcoming monthly subscription, the payment method (payment card) registered with the Account Manager will be debited with the corresponding amount.

### Article 4 - Cancellation of the FAMILIO subscription and refund of the FAMILIO Family Kitty

**4.1** In the event of cancellation of a subscription to FAMILIO Services and where there is a credit balance in the FAMILIO Family Kitty, the Account Manager may choose to receive the remaining amount as a refund or to make a donation to the FAMILIO Endowment Fund in accordance with the terms set out in the following articles.

#### **4.2 Terms for receiving a refund of the remaining amount**

The Account Manager must contact FAMILIO's customer support at [hello@famileo.com](mailto:hello@famileo.com) and request a refund of the Family Kitty (excluding the box code), providing a copy of a valid proof of identity.

FAMILIO's customer support team will contact the Account Manager to obtain their bank account details (RIB). The refund will be made by bank transfer within a maximum of one week.

#### **4.3 Terms for making a donation to the FAMILIO Endowment Fund**

If, ten (10) months after the subscription has been cancelled, The Account Manager has not contacted FAMILIO's customer support to request a refund of the amount available in the Family Kitty, FAMILIO's customer support will send them an email informing them that there is a remaining balance in their Family Kitty and asking whether they wish to receive the remaining amount as a refund or donate it to the FAMILIO Endowment Fund.

If, two (2) months after the email is sent—that is, twelve (12) months after the subscription is effectively cancelled— The Account Manager has not replied to this email, the credit balance will automatically be transferred to the FAMILIO Endowment Fund, with no recourse available to the Account Manager or Family Users against the Supplier or the FAMILIO Endowment Fund.

The FAMILIO Endowment Fund aims to combat social isolation amongst older people and promote the inclusion of people with disabilities by funding projects that foster social connections for older people or those with disabilities.

*Applicable from 9 September 2026*

### Article 1 - General Provisions

These General Terms of Sale are agreed between:

On the one hand, **Entourage Solutions**, a simplified joint-stock company (SAS) with a share capital of 121,190 euros, with its registered office at 4, Avenue Louis Martin, 35400 Saint-Malo, registered with the Saint-Malo trade and companies register under number 805 178 159, represented by Mr Tanguy DE GELIS in his capacity as Chairman (hereinafter the "Supplier"),  
On the other hand, any consumer taking out a paid subscription online (hereinafter the "Account Manager"). The Supplier offers several subscription packages which differ in terms of the number of messages and the frequency with which the printed Family Gazette is sent to the Recipient.

The Services offered by FAMILÉO are paid services available on the website <http://www.famileo.com>, as well as on the FAMILÉO mobile app, which can be downloaded from Google Play and the App Store (hereinafter referred to as 'the FAMILÉO Services').

The Supplier offers its Users the opportunity to create a private family network enabling authorised Family Users, as well as associated establishments, to share content and communicate within a closed and secure environment. The term 'Family Space' is used in the broad sense to refer to a community.

The Supplier has therefore developed and operates an online solution called FAMILÉO, which enables messages to be sent to a Recipient who is not very familiar with new technologies. These messages are laid out in the form of a Family Gazette, which is then sent to the Recipient by post.

Setting up the private family network requires one of the Family Users (hereinafter referred to as 'the Account Manager') to have taken out a subscription to the FAMILÉO Services. Family Users and the Recipient may therefore access the FAMILÉO Services free of charge, provided that the Account Manager has validly taken out a subscription that remains in force.

These Terms and Conditions apply to the exclusion of all others, and in particular to the exclusion of those in force for other services – whether free or paid – offered by the Supplier.

The purpose of these General Terms and Conditions is to set out the terms and conditions for subscribing to the FAMILÉO Services accessible via the Portal and the FAMILÉO App. They govern the contractual relationship between the Supplier, on the one hand, and any Account Manager, on the other hand, it being understood that access to the FAMILÉO Services by other Family Users and the Recipient is subject to the validity of the Account Manager's account.

Subscription to the FAMILÉO Services by Account Managers is strictly subject to their prior acceptance, without restriction or reservation, of these General Terms and Conditions.

Access to and use of FAMILÉO Services are, for their part, subject to the prior, express acceptance, without restriction or reservation, of the Famileo Terms of Use, which are accessible when creating an account on the FAMILÉO Website or the FAMILÉO App.

The Account Manager declares that they are authorised to disclose the Recipient's data necessary for the use of the Service and undertakes to inform the Recipient, or their legal representative where applicable, of such disclosure in accordance with the applicable regulations.

Should an Account Manager no longer wish to be bound by these General Terms and Conditions or the Famileo Terms of Use, they are requested to cease all access to the FAMILÉO Website and the FAMILÉO App, as well as any use of the FAMILÉO Services. In this regard, they may transfer their role as Account Manager to another Family User, who will become the new Account Manager of the Family Space.

The new Family Space account manager then becomes the Account Manager; they subscribe to the Services and must accept these General Terms and Conditions without restriction or reservation.

If one or more provisions of these General Terms and Conditions were to be declared null and void by a competent court, the remaining provisions would remain binding on the Account Manager.

The fact that the Supplier or the Account Manager does not, at any given time, rely on any of the terms of these General Terms and Conditions shall not be construed as a waiver of the right to rely on any of those terms at a later date.

The Supplier attaches great importance to the security of its Users' personal information and implements various measures to protect it from unauthorised access. To enhance the security of FAMILÉO, the Supplier uses reCAPTCHA Enterprise, a service provided by Google. reCAPTCHA helps prevent abuse and spam by verifying that logins to the FAMILÉO App are made by humans and not by automated bots. The use of reCAPTCHA is subject to Google's Terms of Service and Google's privacy policy. By subscribing to the FAMILÉO Services provided by the Supplier, the Account Manager agrees that these terms and privacy rules apply.

### Article 2 - Definitions

**Account Manager:** refers to the individual who is a customer of the Supplier and a Family User, on whom the primary payment method is based and who is authorised to manage the Family Space. This person may either have taken out a subscription to the Services directly, or may have assumed the role of Family Space Manager following a subscription transfer.

**FAMILÉO App:** refers to the FAMILÉO mobile app available for download from Google Play and the App Store

**Recipient:** means the individual for whom a family network has been set up in order to send them a Family Gazette.

**Family Space:** refers to the area on the FAMILIO Website or the FAMILIO App to which only Family Users have access. Access to the Family Space is limited to 60 Family Users.

**Family User:** means the natural person(s) connected to the Family Space of the same Recipient. It is understood that the term 'family' may be extended to include the Recipient's relatives or friends.

**FAMILIO Website:** refers to the website known as FAMILIO, operated by the Supplier and accessible via the following web address: [www.familio.com](http://www.familio.com)

**Users:** refers to any user of the FAMILIO Website or the FAMILIO App (Account Manager or Family User).

### Article 3 - Description of FAMILIO Services

The Services are services which, upon taking out a paid subscription, provide access to the following main features:

- Creation of a private family network: upon completion of the registration process, a Family Code is generated and sent to the Account Manager. This Family Code allows other Family Users – up to a limit of 60 accounts – to join the private family network free of charge and to send messages to the Recipient;
- The option to send messages consisting of text and photos to the Recipient via the FAMILIO Website or the FAMILIO App. The number of messages sent to the Recipient will be limited depending on the package chosen. Once this limit has been reached, the Account Manager and Family Users will no longer be able to post new messages until the next Family Gazette is published;
- Access to digital Family Gazettes and the photo gallery via the FAMILIO Website or the FAMILIO App;
- Layout, printing and dispatch of a paper Family Gazette to the Recipient.

The frequency of dispatch of the printed Family Gazette and the maximum number of messages between two issues vary depending on the subscription package taken out by the Account Manager. These details are provided to the Account Manager prior to confirmation of their subscription. The Account Manager acknowledges that, at the time of taking out their subscription, they were made aware of the terms and conditions set out for each subscription package (frequency of dispatch, number of messages, price) and expressly declares that they accept them without reservation.

The choice of subscription and the subscription to Services are the sole responsibility of the Account Manager.

Once the subscription has expired or been cancelled, for whatever reason, the Account Manager expressly acknowledges that access to certain features of the Services is immediately withdrawn:

- The generation of paper Family Gazettes for the Recipient is discontinued;
- Digital Family Gazettes are no longer generated;
- 'Push' notifications will no longer be sent.

Other features may continue to be available for a limited period from the date the subscription ends (including the ability to view content).

### Article 4 - Terms and Conditions of Access and Use of FAMILIO Services

Use of the FAMILIO Services is personal and intended exclusively for non-commercial purposes. As such, the Account Manager undertakes not to use the FAMILIO Services for commercial, political or advertising purposes, or for any form of commercial solicitation, including, in particular, the sending of unsolicited emails.

Access to the FAMILIO Services is only possible from a personal computer equipped with, at a minimum, web browser software, by logging in to the Portal, or from a compatible mobile phone and/or tablet after first downloading and installing the Portal.

Access to FAMILIO Services requires an internet connection and, where applicable, a mobile internet connection for mobile phones. It is specified that the cost of these connections is not covered by the Supplier; it is therefore the Account Manager's responsibility to take out an internet and/or mobile internet subscription in advance in order to use the Services. A mobile internet connection using fourth-generation (4G) mobile phone technology is strongly recommended.

All costs relating to the hardware, software and internet subscriptions required to access the Services shall therefore be borne exclusively by the Account Manager.

The Account Manager is solely responsible for the proper functioning of their IT equipment and their internet connection, as set out in the 'Liability' section below.

### Article 5 - Subscription to Services – Creating an account

Subscription is arranged via the FAMILIO Website or the FAMILIO App. To subscribe to FAMILIO Services, the Account Manager must:

- Select the desired subscription type from among the various Services on offer;
- Complete the various fields on the subscription form on the FAMILIO Website or the FAMILIO App. These fields relate to both the Account Manager and the Recipient, the future recipient of the Family Gazette
- Confirm your registration by confirming your subscription to a FAMILIO Service. The Account Manager can check the details of their subscription and the price, and correct any errors before confirming their subscription.
- It is their responsibility to check that the subscription details are correct and to report or rectify any errors immediately.
- Confirm that they have read and accepted these Terms and Conditions;
- Pay the subscription fee using one of the payment methods provided.

Unless proven otherwise, the data recorded in the Supplier's computer system shall constitute proof of all transactions concluded with the Account Manager. The subscription is only final once the Supplier has sent the Account Manager confirmation of acceptance of their subscription by email.

Any subscription taken out, validated by the Account Manager and confirmed by the Supplier, in accordance with the terms and conditions set out above, constitutes the formation of a distance Contract between the Account Manager and the Supplier.

Once confirmed and accepted by the Supplier, the subscription cannot be cancelled by the Account Manager, other than by exercising the right of withdrawal, unless prior consent is obtained from the Supplier.

To take out a subscription, the Account Manager must create a personal account. The terms governing the creation of the Account Manager's account are set out in the Famileo Terms of Use, which can be found at the beginning of this document.

Subject to authorisation of the transaction, the Supplier shall send the Account Manager (at the address provided by the Account Manager when registering on the FAMILEO Website or the FAMILEO App) a confirmation email summarising the details of their subscription and the Family Code which will enable them to set up their private family network. It is the Account Manager's responsibility to share this Family Code, at their own risk, with their Family Users and the Recipient. Subject to the other provisions of these Terms and Conditions, a subscription to one of the FAMILEO Services shall only come into effect once the Supplier has sent the confirmation email referred to in the paragraph above. The Supplier recommends that the Account Manager keep this email and/or print it out.

The Account Manager guarantees the authenticity and accuracy of the information they provide about themselves and their registered Recipient. The Account Manager undertakes to update this information should it change. The Supplier shall not be held liable for any failures of the Services that may be linked to incorrect information provided by the Account Manager or to information that has not been updated.

The Account Manager therefore undertakes to inform the Supplier without delay of any changes to the information provided when taking out their subscription, in particular any changes to their address, email address, payment method or the Recipient's postal address.

The Account Manager may amend this information via their account on the FAMILEO Website or the FAMILEO App by clicking on the 'Edit' section on their profile page.

The Account Manager must immediately inform the Supplier of any loss or unauthorised or fraudulent use of their account, login details and Family Code.

The login details and Family Code are personal, and the Account Manager undertakes not to disclose them to any third party outside the private family network they wish to create. The Account Manager acknowledges and accepts that any Family User who has joined the Family Space may in turn share the Family Code with other people. Consequently, the Account Manager remains responsible for the use of the

FAMILEO Services by all Family Users who have joined the Family Space, regardless of the channel through which the Family Code was passed on to them. The Account Manager retains the right to request the deactivation of a Family User's access in accordance with the terms set out in clause 7.6. The Account Manager releases the Supplier and its Partners, co-contractors or successors from any liability in this regard.

The Account Manager may request that the Supplier deactivate a Recipient's access to the Family Space for one of the Family Users, as well as the associated history, upon a duly justified request. The Supplier reserves the right to carry out any checks it deems necessary with the Family Users, the Account Manager and/or the Recipient before deactivating access.

The Supplier shall then inform the Family User of this deactivation (Family Code, Family Space and/or history), whether it involves a temporary suspension or the removal of their access rights.

## Article 6 - Availability and changes to Services

The FAMILEO Services are, in principle, accessible 24 hours a day, seven days a week, subject to the above-mentioned terms of access and use and the provisions of the 'Liability' section below.

However, the Supplier reserves the right, without prior notice or compensation, to temporarily suspend access to the Services:

- To make any changes and improvements to the Services, in particular those relating to technical developments. The Supplier undertakes to ensure that this results in neither a price increase, nor a reduction in quality, nor a substantial change to the functionality of the Services.
- For the purpose of carrying out maintenance work.

The Account Manager indemnifies the Supplier against any liability in this regard and waives any claim and/or legal proceedings against it arising therefrom.

Temporary interruptions shall, as far as possible, be notified via the FAMILEO Website or the FAMILEO App at least twenty-four (24) hours before they occur, except where such interruptions are of an urgent nature and do not allow the Supplier to give the Account Manager advance notice.

## Article 7 - Right of withdrawal – Term – Renewal – Termination

### 7.1 Right of withdrawal

The Customer may exercise their right of withdrawal without having to provide any reason or pay any penalty, by contacting Famileo by post addressed to ENTOURAGE SOLUTIONS at 4 avenue Louis Martin, 35400 Saint-Malo, by completing the withdrawal form [available for download here](#), by sending an unambiguous statement to [hello@famileo.com](mailto:hello@famileo.com), or by using a withdrawal button accessible directly on the FAMILEO Website or the FAMILEO App. For the withdrawal to take effect, the Account Manager must send their request to the Supplier before the expiry of the fourteen-day withdrawal period.

The Account Manager may, if they wish, access the Services immediately without waiting for the withdrawal period to end, in accordance with Article L. 221-25 of the French Consumer Code.

If the Account Manager does not wish to have immediate access to the Services, they may leave the FAMILÉO Website or the FAMILÉO App once their payment has been confirmed and wait for the fourteen-day period to expire. However, if a Family User logs in to the Family Space created by the Account Manager and uses the FAMILÉO Services before this period has expired, this first login following the subscription constitutes an express request by the Account Manager to have immediate access to the FAMILÉO Services.

Immediate access to the Services does not deprive the Account Manager of their right of withdrawal, which remains in force until the expiry of the fourteen-day period. However, immediate access to the Services means that the Account Manager must pay an amount proportional to their use of the Services. Should the right of withdrawal be exercised, the Supplier will then refund the Account Manager the subscription fee, less an amount corresponding to the number of days elapsed between the date of first use of the Services and the date on which the Supplier receives the request for withdrawal, it being understood that any day that has commenced is due.

The refund will be made within fourteen days of the date on which the Supplier was informed of the Account Manager's decision to withdraw, using the same payment method as that used by the Account Manager for the initial transaction, unless the Account Manager instructs otherwise.

## 7.2 Duration

The subscription is taken out for a fixed term of one month and is automatically renewed on a monthly basis. Trial or introductory offers for one of the Services, of varying durations, may also be made available on the FAMILÉO Website or the FAMILÉO App, either on a temporary or permanent basis. Unless otherwise stated, these trial or introductory offers will be subject to these Terms and Conditions and will be limited to a single registration per Account Manager (same IP (Internet Protocol) address and/or same email address), regardless of the trial or introductory offer.

## 7.3 Renewal

Unless terminated by the Account Manager in accordance with the terms of the 'Termination' clause, the subscription to any of the Services is automatically renewed each month for a period of one month. In the event of tacit renewal, the rate in force on the date of renewal for the relevant subscription shall apply in full to the Account Manager, provided that the new rate has been notified to the Account Manager in advance in the event of a change to the terms set out in the 'Prices' section below.

Unless otherwise stated on the FAMILÉO Website or the FAMILÉO App, and unless terminated by the Account Manager in accordance with the terms of the section entitled 'Termination', any trial or introductory offer for a FAMILÉO Service will be converted into a paid subscription, in accordance with the duration and rate specified in the offer.

## 7.4 Termination

To terminate their subscription, the Account Manager must give notice via their account on the FAMILÉO Website or the FAMILÉO App by clicking on the 'Cancel my subscription' section within the 'Subscription management' section, which is accessible once logged in. The cancellation will take effect at the end of the current Subscription Period, provided that notice has been given at least 48 (forty-eight) hours before its expiry, and up to the end date and time as indicated on the Account Manager's account for a trial or introductory offer, unless otherwise stated on the FAMILÉO Website or the FAMILÉO App.

If these notice periods are not observed, the subscription will be renewed in full. Cancellation does not entitle the subscriber to a refund of the subscription fee. All sums paid in respect of the subscription shall be retained by the Supplier in full.

## Article 8 - Declaration of Legal Capacity

The Account Manager declares that they have the legal capacity to validly accept these Terms and Conditions and to take out a subscription, i.e. that they have reached the age of majority and are not subject to any legal protection measures for adults (placement under judicial supervision, guardianship or curatorship).

An account manager who is legally incapacitated or a minor may only take out a subscription under the supervision and responsibility of their legal representative.

## Article 9 - Prices

The price of subscriptions to FAMILÉO Services is shown on the Portal and in the FAMILÉO App in euros, inclusive of all taxes.

The price of subscriptions includes licence fees for the software used to manage the Portal and make the FAMILÉO Website and the FAMILÉO App available to Account Managers and Family Users.

An invoice is issued by the Supplier each month and is available in the Account Manager's account.

The Supplier reserves the right to amend the price of each subscription package at any time; the price applicable to the Account Manager shall be that in force on the date the subscription is taken out or renewed. The Supplier will notify each Account Manager by email at the address provided by the Account Manager concerned when registering for the Services (or subsequently updated in their account) of any price increase at least 15 (fifteen) days before it takes effect.

In such a case, if the Account Manager does not accept this price increase, they are free to choose not to renew their subscription via their account on the Portal, as set out in the 'Termination' section above; this termination will take effect on the next subscription renewal date. Failing this, the new pricing will apply from the next subscription renewal date.

following the new pricing coming into effect.

Any increase in VAT (Value Added Tax) will be automatically and immediately passed on to the price of Services. The same shall apply in the event of the introduction of any new tax based on the price of Services for which the Supplier becomes liable.

The cancellation terms set out in the event of a change to the price of the subscription packages referred to above shall apply under the same conditions in the event of a price change resulting from an increase in or the introduction of new taxes.

Box codes cannot be combined with other offers and are non-refundable. They cannot be used on existing subscriptions and are valid only for new subscriptions.

## Article 10 - Payment of the subscription fee

Payment for the subscription is made on the Portal or the FAMILÉO App using Visa, American Express or Mastercard payment cards.

If an Account Manager has taken out more than one subscription, all subscriptions will be paid for using the same credit card.

The Account Manager warrants that they are fully authorised to use the chosen payment method and that there are sufficient funds available to cover all costs arising from their subscription. In this regard, and to combat payment fraud, the Supplier reserves the right to ask the Account Manager to provide any document capable of demonstrating either that they are the holder of the payment method used, or that they have all the necessary authorisations to use the payment method in question.

In the event of non-payment, the subscription is suspended for a maximum period of thirty (30) days and the delivery of Family Gazettes is halted. The Account Manager and Family Users are notified of this situation via a notice on the Portal and the FAMILÉO Website and/or by email.

If the matter is not resolved within this period, the subscription shall be terminated automatically.

It is specified that when the Account Manager provides the Supplier with their bank details, these are not retained by the Supplier; instead, they are transmitted directly to the payment service provider CHECKOUT in order to process payments, prevent, detect and investigate fraud or other prohibited activities, facilitate the resolution of disputes in the event of chargebacks or refunds, and for other purposes associated with the acceptance of credit or debit cards.

The subscription fee is payable monthly. Payment shall be made in advance upon account creation, and then monthly thereafter, until the subscription is terminated, whether such termination is initiated by the Account Manager or by the Supplier.

In order to optimise transaction security, the Supplier has chosen the CHECKOUT payment system. The guarantees provided by the Supplier regarding transaction security are

identical to those provided by the Supplier's operator of the aforementioned payment system. In the absence of evidence to the contrary provided by the Account Manager, the computerised records, stored in the Supplier's and its Partners' IT systems under reasonable security conditions, shall be deemed to constitute proof of communications, subscriptions, confirmations and payments made between the Account Manager and the Supplier. This information shall be deemed authentic between them unless the Account Manager provides written evidence to the contrary. These records are archived on a reliable and durable medium.

The Account Manager may consult CHECKOUT's privacy policies on their website: <https://www.checkout.com/>.

## Article 11 - FAMILÉO Family Kitty

The Supplier offers Family Users a Family Kitty scheme, the terms and conditions of which are set out in Appendix 1.

Any Family User wishing to participate in the Family Kitty is subject to these General Terms and Conditions, which they must accept without restriction or reservation.

## Article 12 - Territory

Subscription to Services is open to any person holding a valid payment card, subject to compliance with the terms set out in the section 'Declaration of Capacity'.

If the Recipient resides in a country that is not listed on the FAMILÉO Website or the FAMILÉO App at the time of registration, the Account Manager must contact the Supplier by email or telephone prior to confirming their subscription in order to verify the delivery address.

## Article 13 - Liability

The Supplier undertakes to the Account Manager to provide the FAMILÉO Services with due professional care, subject to a best-efforts obligation.

The Account Manager confirms that they are aware of the constraints and limitations of the internet and mobile internet networks. The Supplier shall under no circumstances be held liable:

- In the event of an interruption to the FAMILÉO Website or the FAMILÉO App due to technical maintenance or the updating of published information
- In the event of a temporary inability to access the FAMILÉO Website or the FAMILÉO App due to technical issues, regardless of their cause or origin. The Supplier shall do its utmost to maintain access to the FAMILÉO Website and the FAMILÉO App in an operational state. However, this constitutes only a best-efforts obligation.

- In the event of any direct or indirect damage caused to the Account Manager, of whatever nature, resulting from the content, access to, or use of the FAMILÉO Website or the FAMILÉO App (and/or websites to which access has been provided via the FAMILÉO Website or the FAMILÉO App), except in the event of proven fault on the part of the Supplier in the performance of its obligations hereunder and a direct link between such fault and the direct damage allegedly suffered by the Account Manager.
- In the event of abnormal use or unlawful exploitation of the FAMILÉO Website or the FAMILÉO App by an Account Manager, the Account Manager shall be solely liable for any damage caused to third parties and for the consequences of any claims or legal proceedings that may arise therefrom. The Account Manager also waives the right to bring any claim against the Supplier in the event of legal proceedings brought against them by a third party as a result of the unlawful use and/or operation of the FAMILÉO Website or the FAMILÉO App.

In any event, the Account Manager guarantees to the Supplier that all Family Users to whom they have decided to disclose the Family Code will comply with all these obligations.

#### Article 14 - Personal data

In accordance with the regulations in force on the protection of personal data, applicable in Europe and in France, the Account Manager is advised that the personal information collected in connection with the Services is necessary for their proper functioning.

The data collected in this context is processed to enable the management of subscriptions to the Services, the management of relationships with Users and Recipients, and the sending of transactional and marketing messages.

By accepting the Terms and Conditions, the Account Manager accepts the Data Protection Policy describing the processing carried out on their personal data, which is available here: <https://www.famileo.com/en-GB/privacy-policy>

#### Article 15 - Suspension and/or early termination at the initiative of the Supplier or the Account Manager

Without prejudice to any damages the Supplier may claim, the Supplier reserves the right to suspend an Account Manager's access to the Services and/or to terminate the subscription to the Services automatically, without notice or compensation, in the event of:

- A breach by the Account Manager of these Terms and Conditions, and in particular:
  - Failure to respect the intellectual property rights of the Supplier and/or its licensors;
  - Circumvention or attempted circumvention of the technical protection measures put in place by the Supplier;
  - Provision of false information when registering for the Services;

- Failure by the Account Manager to pay, in full or in part, the subscription fee for the Services;
- Failure to comply with applicable laws and regulations.
- Failure by the Account Manager or any Family User to comply with the 'Family' Terms of Use

The Supplier draws the Account Manager's attention to the fact that they may not claim that any failure to comply with these Terms and Conditions and/or applicable laws and regulations was not their own doing but was committed by a Family User, in order to contest the suspension of access to the Services and/or the termination of their subscription.

The Account Manager is indeed responsible for the use made of the FAMILÉO Services by the Family Users to whom they have chosen to share the Family Code.

For their part, the Account Manager may terminate their subscription, without notice or compensation payable to the Supplier, in the event of a material breach by the Supplier of its principal obligations as set out in these Terms and Conditions.

#### Article 16 - Amendments to these Terms and Conditions

The Supplier reserves the right to amend these Terms and Conditions at its discretion, it being understood that the Terms and Conditions applicable to the Account Manager are those in force on the date of subscription or renewal of the subscription.

The Supplier will notify each Account Manager by email to the address provided in their account of any amendments to these Terms and Conditions at least 15 (fifteen) days before they come into effect.

Should the Account Manager not accept these amendments, they shall be free to cancel their subscription via their account on the FAMILÉO Website or the FAMILÉO App as set out in the 'Cancellation' section above, with such cancellation taking effect on the next subscription renewal date. In the absence of such termination, the new Terms and Conditions will therefore apply from the next subscription renewal date following the date on which the new Terms and Conditions come into effect.

#### Article 17 - Customer Service

For any information or queries regarding the Services, the Account Manager may contact the Supplier via the FAMILÉO Website or the FAMILÉO App:

- by clicking on the 'Contact' section,
- by sending a letter to the following address:  
ENTOURAGE SOLUTIONS Customer Service, 4  
avenue Louis Martin, 35400 St Malo.

#### Article 18 - Governing Law and Disputes

These General Terms and Conditions, together with the subscriptions to which they apply, are governed by French law.

In the event of a dispute, the parties shall seek an amicable solution before taking any legal action. Should such attempts fail, any disputes that may arise in connection with the interpretation, acceptance, validity and/or performance of these General Terms and Conditions shall be brought before the competent courts in accordance with the provisions of ordinary law.

The Account Manager is also informed that, should a written complaint to the Supplier prove unsuccessful or should the Supplier fail to respond within two (2) months, they may, in any event, resort to contractual mediation, in particular through the Commission for the Evaluation and Supervision of Consumer Mediation (CECMC), at the following address:

- By post: AMBO – Association de Médiateurs Bretagne Ouest; 112 Rue Colbert – B37; 56 100 Lorient;
- By email at [mediation@ambo.bzh](mailto:mediation@ambo.bzh)

or to any alternative dispute resolution method (such as conciliation) in the event of a dispute.

The Account Manager is free to decide whether or not to resort to mediation and, should mediation be sought, the Account Manager and the Supplier are free to accept or reject the solution proposed by the mediator.