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Terms & Conditions covering Sale and Use of the FAMILÉO Services
"Monthly" "Bi-Monthly" and "Weekly"
for individuals
Applicable from 8 April 2020

Article 1 - General

The FAMILÉO services "Discover", Famileo "4-weekly", FAMILÉO "Weekly" and FAMILÉO "Fortnightly" become the following plans: "Monthly" "Bi-Monthly" and "Weekly".

These are paid services available on the website <http://www.famileo.com> (hereinafter referred to as "the Site"), as well as through the FAMILÉO mobile application downloadable from Google Play and the App Store (hereinafter referred to as "the Application"). They are hereinafter jointly referred to as "FAMILÉO Services" or "the Services".

The Site and the Application are published by the company ENTOURAGE SOLUTIONS (hereinafter referred to as "ENTOURAGE SOLUTIONS"), SAS with company capital of €111 010,00, registered with the Saint-Malo Companies and Business Register (Registre du Commerce et des Sociétés – RCS) under the number 805 178 159, and whose head office is located at 20 rue Amiral Lerverger, 35400 Saint-Malo.

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FAMILÉO Services offer their users the opportunity of setting up a family group network to send messages to a close friend who is unfamiliar with new technologies (hereinafter referred to as "The Loved-one"). These messages are formatted as a gazette, which is then sent to the Loved-one. The establishment of the family group network requires one of the family group members (hereinafter referred to as "the Subscriber") being subscribed to one of the FAMILÉO Services.

This allows certain users, namely other members of the family group and the Loved-one, access to the FAMILÉO Services free of charge, as long as the Subscriber has subscribed correctly, and the subscription is still valid.



These Terms & Conditions of sale and use (hereinafter referred to as "the Terms & Conditions") exclusively govern FAMILÉO Services provided by ENTOURAGE SOLUTIONS as part of one of the following subscription plans taken up by a private person: "Monthly", "Bi-Monthly" and "Weekly". In the case of a subscription taken up by a professional establishment for its residents and/or users, another set of Terms & Conditions of sale and use apply.

These Terms & Conditions apply to the exclusion of all others, and in particular to the exclusion of those in effect for other services - free and/or paid - offered by ENTOURAGE SOLUTIONS.

The purpose of these Terms & Conditions is to set the conditions for subscribing to FAMILÉO Services as well as the conditions for accessing and using the FAMILÉO Services accessible on the Site and through the Application.

They govern the contractual relations between ENTOURAGE SOLUTIONS as one party and each Subscriber, their Loved-one and family group member(s) (hereinafter referred to together as "the Users") collectively as the other party, under the specific condition that access to the Services by the Loved-one or a family group member depends on the validity of the Subscriber's account.

Subscription to the FAMILÉO Services by Subscribers and access to and use of the FAMILÉO Services is strictly subject to prior unrestricted and unreserved acceptance of these Terms & Conditions.

If a User does not wish to be bound by these Terms & Conditions, he or she is respectfully invited to cease all access to the Site and the Application and to no longer make any use of FAMILÉO Services.

Article 2 - Description of FAMILÉO Services

FAMILÉO Services are services that allow access to the following main features by subscribing to a paid subscription:

- Creation of a private family group network – at the end of the registration process, a family group code is generated and sent to the Subscriber. This code allows other family group members - up to 60 accounts - to join the family group network free of charge and to send messages to the Loved-one;

- Access to sending messages consisting of texts and/or photos to the Loved one from the Site or Application. The number of messages sent to the Loved-one will be limited according to



the chosen plan. Once this limit is reached, it will no longer be possible for the Subscriber and other family group members to post new messages until the next edition of the gazette;

- Access to the digital gazettes and photo gallery from the Site or Application;
- Layout, printing and shipping a paper gazette to the Loved-one.

For FAMILÉO subscribers to "Discovery" and "Monthly" subscription plans, these publications will take place every four weeks. For FAMILÉO subscribers to a "Bi-Monthly" subscription plan these publications take place every two weeks. For FAMILÉO Service subscribers to a "Weekly" plan these publications take place every week.

Once the subscription expires or is terminated for any reason, the User expressly acknowledges that access to certain features of the FAMILÉO Services will be no longer permitted:

- The generation of paper gazettes and shipping to the Loved-one is discontinued
- The digital gazettes are no longer generated
- Push messages are no longer sent

Other features may be maintained for a limited time from the date of termination of the subscription (including the possibility to view messages in particular).

Article 3 - Conditions of access and use of FAMILÉO Services

Use of the Services is personal and intended exclusively for non-commercial use. As such, Users undertake not to use the Services for commercial, political or advertising purposes and for any form of commercial solicitation, including sending unsolicited e-mails.

Access to FAMILÉO Services is only possible from a personal computer, equipped at least with Internet browsing software, by connecting to the Site, or from a mobile phone and/or compatible tablet after downloading and installing the Application.

Access to FAMILÉO Services requires an internet connection and, if applicable, a mobile data connection for mobile phones. It is specified that supporting these connections is not handled by ENTOURAGE SOLUTIONS, it is therefore up to the User to subscribe beforehand to an Internet and/or mobile data provider so that he or she has access to use FAMILÉO Services.

In the case of mobile data, at least a third generation (3G) technology standard connection is highly recommended.



All costs relating to hardware, software and Internet subscriptions required to access the Services therefore remain exclusively the responsibility of the User.

The User is solely responsible for proper functioning of his or her computer equipment and the connection to the Internet as specified in Article 11 Liability, below.

Article 4 - Availability of FAMILÉO Services

FAMILÉO Services are in principle accessible twenty-four hours a day, seven days a week, subject to the conditions of access and use referred to above and the provisions of Article 11 Liability, below.

However, ENTOURAGE SOLUTIONS reserves the right to temporarily suspend access to the FAMILÉO Services without notice or any right to compensation, doing so for the following reasons:

- For realization of any necessary modifications and improvements to FAMILÉO Services and in particular those related to technical evolution. ENTOURAGE SOLUTIONS undertakes that this will not result in a price increase, loss of quality or substantial modification of the functionalities of the FAMILÉO Services in question.
- To ensure realization of maintenance operations.

The User releases ENTOURAGE SOLUTIONS from any liability in this respect and waives all claims and/or proceedings against him as a result.

Temporary interruptions shall, as far as possible, be notified through the Site at least twenty-four (24) hours before they occur, except where such interruptions are of an emergency nature and do not allow ENTOURAGE SOLUTIONS to Notify the User in advance.

Article 5 - Right of withdrawal - Duration - Renewal - Termination

5.1 Right to unsubscribe

In accordance with Article L. 221-18 of the Consumer Code, the Subscriber is informed that he or she has a period of fourteen days from the date of subscription to exercise his or her right of withdrawal - without penalty and without obligation of cause - by sending written notice thereof by mail addressed to ENTOURAGE SOLUTIONS at 20 rue Amiral Lerverger 35400 Saint-Malo, by completing the withdrawal form [downloadable here](#), or by means of an unambiguous declaration sent to the email address hello@famileo.com. The Subscriber must send ENTOURAGE SOLUTIONS his or her request before the expiry of the withdrawal period of fourteen days for the withdrawal request to be effective.



The Subscriber may, if he or she wishes, immediately access the Services without waiting for the end of the withdrawal period, in accordance with Article L. 221-25 of the Consumer Code.

If the Subscriber does not wish to have immediate access to the Services, he or she may quit the Site or the Application after validation of his or her payment and wait until the fourteen-day period has expired.

Nevertheless, if a User connects to the Subscriber's account and uses the Services before this period has expired, this first connection from the subscription is an express request from the Subscriber to have immediate access to the Services.

Immediate access to the Services does not deprive the Subscriber of his or her right of withdrawal, which still runs until the end of the fourteen-day period. However, immediate access to the Services implies that the Subscriber is responsible for payment of an amount proportional to his or her use of the Services.

In the event of exercising the right of withdrawal, ENTOURAGE SOLUTIONS will then reimburse the Subscriber the amount of the subscription fee minus the amount corresponding to the number of days elapsed between the day of the first use of the Services and that of reception by ENTOURAGE SOLUTIONS of the request for retraction, being specified that any day on which a service is started is due.

The refund will be made within a period of fourteen days from the date on which ENTOURAGE SOLUTIONS was informed of the Subscriber's decision to retract, and through the same means of payment as that used by the Subscriber for the initial transaction, unless otherwise instructed by the latter.

5.2 Duration

The subscription is taken out for a fixed term of one month and is tacitly renewed every month. It is also possible that there are offers on the Site of special plans of variable duration for a trial or discovery of one of the FAMILÉO Services, be it a temporary arrangement or not.

Unless otherwise indicated, these trial or discovery offers will be subject to these Terms & Conditions and will be limited to a single registration (for the same Internet Protocol (IP) address and/or same email address) regardless of whether the offer is for a trial or discovery.



5.3 Renewal

Unless terminated by the Subscriber under the conditions of Article 5.4 Termination, a subscription to one of the FAMILÉO Services is tacitly renewed every month for a fixed term of one month.

In the case of tacit renewal, the rate in effect at the date of renewal for the subscription concerned will be fully applicable to the Subscriber, provided that the new rate has been sent to the Subscriber under the conditions set out on Article 8 Fees below.

Unless otherwise indicated on the Site and unless terminated by the Subscriber under the conditions of Article 5.4 Termination, any offer for a trial or discovery of a FAMILÉO Service is converted into a paid subscription, in accordance with the duration and the tariff indicated in the offer.

5.4 Termination

To cancel his or her subscription, the Subscriber must provide notification from his account on the Site by clicking on the "Cancel my subscription" heading in his or her "subscription management" section, which is accessible once logged in.

The termination will be effective at the end of the current subscription period provided that notification has been provided at least 48 (forty-eight) hours before the end of the subscription period, and until the end date and time indicated on the Subscriber's account for a trial or discovery offer, unless otherwise indicated on the Site.

In case of non-compliance with these notification deadlines, the subscription is fully renewed. Termination does not result in a refund of the subscription fee. All the amounts paid under the subscription will remain permanently acquired by ENTOURAGE SOLUTIONS.

Article 6 - Declaration of capacity

The User declares that he or she has the legal capacity allowing him or her to validly accept these Terms & Conditions, i.e. he or she complies with the legal age of majority and is not the subject to legal protection of minors (i.e. subject to a safeguard set by the courts, subject to guardianship or supervision) or, if the User is a minor, that he or she holds parental authorization allowing him to validly engage in these obligations.



Article 7 – Subscription to FAMILÉO Services – Creating an account

The subscription is made through the Site. To subscribe to the FAMILÉO Services, the Subscriber must fulfil the following:

- Choose the desired type of subscription from the different FAMILÉO Services;
- Complete the various fields in the subscription form on the Site. These fields concern both the Subscriber and the Loved -one, i.e. the future recipient of the gazettes. In doing so, the Subscriber confirms having received authorization from the Loved-one to communicate the necessary personal information concerning said Loved one. The information that is necessary to create the account is expressly indicated;
- Confirm his or her registration by validating his or her subscription to a FAMILÉO Service;
- Confirm his or her knowledge of and acceptance of these Terms & Conditions;
- Pay the fee for his or her subscription, using one of the payment methods offered.

Subject to authorization of the transaction, ENTOURAGE SOLUTIONS then sends the Subscriber (to the address indicated by the latter when registering on the Site) a confirmation email summarizing the characteristics of his or her subscription and the family group code that will allow access to build the family group network.

It is the Subscriber's responsibility to communicate this family group code, under his or her sole responsibility, to his or her family group members and to the Loved-one. Subject to the other stipulations of these Terms & Conditions, a subscription to one of the FAMILÉO Services only comes into force when ENTOURAGE SOLUTIONS has sent the confirmation email referred to in the paragraph above. ENTOURAGE SOLUTIONS recommends that the Subscriber should keep this email and/or print it.

The Subscriber undertakes to provide true and reliable information in regard to him or herself and concerning the Loved-one in question. ENTOURAGE SOLUTIONS cannot be held responsible for failures of Services that are linked to incorrect information being provided by the Subscriber.

The Subscriber undertakes to inform ENTOURAGE SOLUTIONS without delay of any modification of the information provided when subscribing to his or her subscription, particularly any change of e-mail address or means of payment.

The Subscriber may modify this information through his or her account on the Site by clicking the "Edit" heading on his or her profile page.



In case of loss or unauthorized use of his or her account, personal identification details or family group code, the Subscriber must inform ENTOURAGE SOLUTIONS immediately.

The identification details and family group code are personal, and the Subscriber agrees not to disclose them to any third party to the family group network he or she wishes to create. As such, the Subscriber is solely responsible for the selection of family group members with whom he or she wishes to share the family group code and to allow use of said code. In any case, the Subscriber is solely responsible for the consequences of use of his or her account, until such time as it is deactivated.

The Subscriber releases ENTOURAGE SOLUTIONS and its partners, co-contractors or beneficiaries from any liability in this regard.

Article 8 – Fees

Fees for FAMILEO Service subscriptions are indicated on the Website in euro and all taxes are included.

ENTOURAGE SOLUTIONS reserves the right to change the fee for each subscription plan, the rate applicable to the Subscriber being the one in effect on the day of entering into the Subscription or of renewal thereof. ENTOURAGE SOLUTIONS will inform each Subscriber about any fee increase, at least 15 (fifteen) days before it comes into effect by sending an e-mail to the address provided by the Subscriber in question when registering for FAMILEO Services (or the one he or she modified through his or her account at a later date).

In such a case, a Subscriber who does not accept this rate increase will be free to not renew the subscription through his or her account on the Site as, indicated in article 5 above, this termination being in effect from the date of the next subscription deadline. If this is not the case, the new pricing will be applicable as of the next subscription deadline following introduction of the new rates.

Any increase in VAT (Value Added Tax) will be reflected automatically and immediately in the price of the FAMILEO Service. The above also applies in case of creation of any new tax that shall be levied on the price of a FAMILEO Service and to which ENTOURAGE SOLUTIONS shall become liable.



The cancellation conditions provided for cases of changes the fees for the subscription plans, as mentioned above, will apply under the same conditions in the event of a change in price resulting from a tax increase or creation of new taxes.

Subscribers are reminded that connection and communication costs (Internet and/or mobile data) related to the use of the FAMILÉO Services are not supported by ENTOURAGE SOLUTIONS and remain the responsibility of the User.

Article 9 – Fee payment

Payment for the subscription is handled through the Site, using Visa or MasterCard credit cards issued in France by a French banking institution.

It is hereby specified that ENTOURAGE SOLUTIONS does not store bank details that the subscriber provides to it.

The subscription fee is payable monthly. The payment will be made, in advance (in accrual), at the time of account creation, and every month, until termination of the subscription, no matter whether cancellation is through Subscriber's initiative or that of ENTOURAGE SOLUTIONS.

In order to optimize transaction security, ENTOURAGE SOLUTIONS has chosen the Be2Bill payment system from Rentabiliweb Europe. The guarantees granted by ENTOURAGE SOLUTIONS for the security of transactions are identical to those obtained respectively by ENTOURAGE SOLUTIONS from the provider of the aforementioned payment system.

In the absence of any contrary evidence submitted by the Subscriber, the digital records, stored in the computer systems of ENTOURAGE SOLUTIONS and its partners under reasonable conditions of safety, will be considered as the proofs of the communications, orders, validations and payments made between the Subscriber and ENTOURAGE SOLUTIONS.

This information will be considered true and reliable by both parties, except in a case where the Subscriber provides written proof to the contrary. Archiving these elements shall be realized using reliable and durable media.



Article 10 – Sponsorship

ENTOURAGE SOLUTIONS offers its Users a Sponsorship plan, for which the Terms & Conditions are stated in Annexe 1.

Article 11 - Execution of orders placed on the Site

ENTOURAGE SOLUTIONS does not store any banking data relating to the Subscriber, this is directly transmitted to our payment service provider DALENYS for the purpose of processing payments, for preventing, detecting and investigating fraud or other prohibited activities, as well as to facilitate resolution of disputes in cases of retro-billing or refunding, and for other purposes associated with the acceptance of credit or debit cards.

The Subscriber can consult DALENYS 'privacy policy on its website: <https://www.dalenys.com/>.

Article 12 - Famileo Store

ENTOURAGE SOLUTIONS reserves the right to create an online store (accessible with the Application and through the Site) in order to allow partners to offer Users selected products and/or services selected in the interest of the Loved-one. (Including but not restricted to: Flowers, Chocolates, Shawls, etc.

This allows Users, who wish to do so, to use the links on the store's portal to access partner merchant sites for online purchases of products and/or services offered by third parties.

ENTOURAGE SOLUTIONS is prohibited from sending directly to the partners any details regarding Users without their prior agreement.

Thus, exclusively the User details that are strictly necessary for the execution of the order of products and/or services, will be sent to the partners but not until the time of the final payment by the User in person.

Users are invited to read the sales terms & conditions of the third-party partner proposing the sale of products and/or services before placing any order.

These sales are thus subject to the terms & conditions of sale that accompany the description of the products and/or services offered, and under the sole responsibility of the partner(s) concerned.

Any complaint regarding any products and/or services thus ordered must be communicated by



the User directly to the third-party partner. ENTOURAGE SOLUTIONS cannot be held responsible for poor performance of obligations by the third-party partner. However, ENTOURAGE SOLUTIONS invites the User to inform it about any order-related problems he or she may have encountered with one or more of its partners.

Article 13 - Famileo Kitty

See the Terms & Conditions regarding handling and using the kitty in Annexe 2

Article 14 – Area of operation

The FAMILEO Services subscription is open to anyone with a valid bank card. If the Loved-one resides in a country that is not listed on the Site when registering, the Subscriber must contact ENTOURAGE SOLUTIONS by email or phone prior to validation of his or her subscription, to validate the shipping address.

Article 15 – Responsibilities

ENTOURAGE SOLUTIONS undertakes to provide the User with FAMILEO Services as a diligent professional within the framework of an obligation of means.

The User declares that he or she is aware of the constraints and limitations of the Internet and mobile data networks. ENTOURAGE SOLUTIONS can under no circumstances be held responsible for the following:

- Possible malfunctions in access to FAMILEO Services,
- Slow speeds of opening and reading the pages relating to the Services,
- Any temporary or definitive inaccessibility of the FAMILEO Services, which could be linked to technical hazards (unavailability of the access provider or the ENTOURAGE SOLUTIONS host, and through maintenance operations, etc.),
- Fraudulent third-party use of information made available on the Site or the Application.

It is the User's responsibility to protect his or her computer against any form of intrusion and/ or contamination by viruses, ENTOURAGE SOLUTIONS can in no way be held responsible for damages that may occur in such cases. ENTOURAGE SOLUTIONS cannot in general be held responsible for any malfunction or deterioration of the User's computer hardware related to the use of the Services.



ENTOURAGE SOLUTIONS disclaims all liability if a breach of any of its obligations was the result of a case of force majeure as defined by French law and jurisprudence, including, but not limited to, cases of disasters, fires, internal or external strikes, internal or external failures or breakdowns.

The User declares that he or she has had access to the information relating to the functionalities of the Services and to the computer hardware required for their use. This information may be communicated again to the User at any time if he or she sends a simple request to ENTOURAGE SOLUTIONS at the following address: hello@famileo.com.

ENTOURAGE SOLUTIONS cannot be held responsible in the event that the proposed Service is incompatible with certain equipment and/or functionalities of the User's computer hardware. The User is also solely responsible for the adequacy of the Services for his or her needs.

Finally, the User is solely responsible for the use he or she makes of the FAMILÉO Services and cannot hold ENTOURAGE SOLUTIONS responsible for any claim and/or procedure against him or her related to use of the Services. The User agrees to accept and undertake as his or her personal case any claim, demand or dispute and, more generally, any proceedings against ENTOURAGE SOLUTIONS emanating from a third party, which is related to the User's use of a FAMILÉO Service.

Every User is solely responsible for all the content that he makes accessible, whether through emails or content stored on user accounts. ENTOURAGE SOLUTIONS has no control over the content published by Users through the Site or the Application.

In the context of the Use of the Services, the User is prohibited from engaging in acts or behaviours of any kind that do not comply with these Terms & Conditions and all applicable laws and regulations currently in force. In this regard, the User agrees in particular to adhere to the following:

- To provide sincere and correct information;
- Not to distribute illicit content or anything contrary to currently effective laws and regulations. Illicit content in this context includes that which violates or is contrary to public order or morality, or is likely to offend the sensitivity of minors, infringe privacy, rights regarding reputation, rights on images of third parties in which the content is defamatory or disparaging, pornographic or paedophilic, that undermines the integrity or security of a State,



incites hatred, violence, suicide, racism, anti-Semitism, xenophobia, homophobia, war crimes or crimes against humanity, or incites committing a crime, misdemeanour or an act of terrorism, or which incites discrimination;

- Respecting the rights of third parties, including intellectual property rights;
- Respecting the confidentiality of exchanges with other users.

The Subscriber is in any case guarantor with regard to ENTOURAGE SOLUTIONS in respect of all these obligations being respected by the Loved-one and the members of his or her family group with which he or she has decided to share the family group code.

ENTOURAGE SOLUTIONS invites users to alert them if they discover content that violates applicable laws and regulations and/or these Terms & Conditions. The User may report any abuse to ENTOURAGE SOLUTIONS by sending an email to the following address: hello@famileo.com. This report must be accompanied by all the information enabling ENTOURAGE SOLUTIONS to identify the illegal or fraudulent content.

Article 16 - Personal data

To learn more, please visit our privacy policy page <https://www.famileo.com/famileo/en-EU/privacy-policy>

Article 17 - Suspension and/or early termination at the initiative of ENTOURAGE SOLUTIONS or the Subscriber

Without prejudice to any damages that may be solicited by ENTOURAGE SOLUTIONS, ENTOURAGE SOLUTIONS reserves the right to suspend the access of a Subscriber to FAMILIO Services and/or to terminate automatically, without notice or indemnity, the subscription to FAMILIO Services in cases of:

- A Subscriber's non-compliance with these Terms and Conditions, and in particular:
 - Non-respect of the intellectual property rights of ENTOURAGE SOLUTIONS and/or its licensor;
 - Any workaround or attempt to circumvent the technical protection measures put in place by ENTOURAGE SOLUTIONS;
 - Providing false information when registering for FAMILIO Services;



- Total or partial non-payment by the Subscriber of the fee for his or her FAMILÉO Services subscription;
- Non-compliance with currently effective laws and regulations.

ENTOURAGE SOLUTIONS draws the Subscriber's attention to the fact that he or she cannot contest the suspension of access to the Services and/or the termination of his or her subscription by claiming that the non-compliance with these Terms and Conditions and/or currently effective laws and regulations is not his or her fault, because it was committed by a member of his or her family group or the Loved-one.

The Subscriber is in fact solely responsible for the use made of the Services by the members of his or her family group and/or the Loved-one with whom he or she has decided to share the family group code.

Conversely, a User with access to the FAMILÉO Services through the account of a Subscriber who has been suspended or terminated no longer has access to the Services, without any right to claim any liability on the part of or compensation from 'ENTOURAGE SOLUTIONS in this respect.

On his or her part, the Subscriber may terminate his or her subscription, without notice or any right to compensation on the part of ENTOURAGE SOLUTIONS, in a case of serious breach of its basic obligations as defined in these General Terms and Conditions by ENTOURAGE SOLUTIONS.

Article 18 - Changes to these Terms and Conditions

ENTOURAGE SOLUTIONS reserves the right to modify at its discretion these Terms & Conditions, under the condition that the Terms & Conditions applicable to the Subscriber are those in force on the date of initial subscription or the date of renewal.

ENTOURAGE SOLUTIONS will inform each Subscriber, by sending an e-mail to the address registered on his or her account, of any modification of these Terms and Conditions at least 15 (fifteen) days before they become effective. In such a case, a Subscriber who does not accept these modifications will be free to not renew the subscription through his or her account on the Site as indicated in article 5 above, this termination being in effect from the date of the next subscription deadline.

If this is not the case, the new Terms & Conditions will be applicable as of the next subscription deadline following their introduction.



Article 19 - Intellectual property

The Site and the Application as well as all of its content (trademarks, photographs, texts, illustrations, videos, graphics, software, etc., with the exception of the elements provided by the User) belong to ENTOURAGE SOLUTIONS and/or to its partners who are the sole owner. All of these elements are protected under intellectual property rights, and under copyright in particular.

Any reproduction, representation, use or adaptation, in any form whatsoever, partial or total of all or part of these elements, without prior authorization from ENTOURAGE SOLUTIONS are formally prohibited. ENTOURAGE SOLUTIONS grants Users, on a non-exclusive basis, the right to use the Site and the Application and its content to the extent necessary for their use of the Services.

For its part, the User grants ENTOURAGE SOLUTIONS the right to reproduce and publish the content (texts, photographs, etc.) concerning him or her, in relation to provision of the Services.

Article 20 - Customer Service

For any information or question concerning FAMILÉO Services, the User may contact ENTOURAGE SOLUTIONS via the Site by clicking on the "contact" section or by sending a letter to the following address: ENTOURAGE SOLUTIONS Customer Service, 20 rue Amiral Leverger 35400 Saint-Malo 35400 St Malo.

Article 21 - Nullity of a clause

In the event that any provision in these Terms & Conditions is declared invalid or unenforceable for any reason whatsoever, the remaining provisions will continue to apply without change.

Article 22 - Applicable law and litigation

These Terms & Conditions and the subscriptions they govern are subject to French law.

In case of dispute, the parties will seek an amicable solution before any legal action. In case of failure of these attempts, all disputes related to the validity, interpretation and/or execution of these Terms & Conditions shall be brought before the competent courts under the conditions of common law.



The User is also informed that he or she may in any case resort to a conventional mediation, particularly with the Consumer Mediation Commission or with existing sector-related mediation bodies, or any alternative dispute resolution method (conciliation, for example) in a case of dispute.



Annex 1: FAMILEO Sponsorship Programme Terms & Conditions

These Terms & Conditions for the FAMILEO Sponsorship Programme are intended to define the terms and conditions under which ENTOURAGE SOLUTIONS offers its Users the opportunity to recommend to other individuals (individuals) to subscribe to one of its Services in exchange for tariff advantages and gifts.

Participation in this sponsorship programme implies that the Sponsors and Referrals accept these Terms & Conditions in their entirety.

Article 1: Definitions

Sponsor – defines the physical person, who is an active User of FAMILEO Services, attached to at least one active account (i.e. to an account of which the Subscriber is up to date with payment of his subscription fees and whose subscription does not is not in the process of termination). Any Sponsor no longer attached to an active account does not have the opportunity to sponsor a Referral.

- Referral – refers to any natural person who has never been a subscriber of the FAMILEO Services.
- Subscriber – refers to the individual who has directly subscribed to a FAMILEO Services subscription.
- Loved-one – refers to the individual beneficiary of the FAMILEO Gazette.
- Sponsor Code – means the personal code sent to each Subscriber by ENTOURAGE SOLUTIONS at the time of registration.

Article 2: Conditions of eligibility for the FAMILEO Sponsorship plan

2.1 Conditions on a Sponsor's access to the programme

The Sponsor has the opportunity to sponsor any Referral who is not yet a Subscriber to FAMILEO Services, but also to sponsor anyone that is already a user of the service and wishes to sign up to an additional subscription. Under the express condition that the sponsor code is assigned to an active, non-terminated account.

An individual Sponsor has the opportunity to sponsor up to 20 Referrals over a rolling period of 12 months from the date of his or her first sponsorship.



2.2 Conditions on a Referral's access to the programme

A Referral may only benefit from one subscription sponsorship. Every Referral may in turn become a Sponsor as of the effective start date of his or her subscription, and as such benefit from the benefits granted to the Sponsor, subject to fulfilling the conditions provided for herein.

2.3 Period of validity for sponsorship points

The period of validity for sponsorship points is limited to 12 months.

Article 3: Content of the FAMILÉO Sponsorship plan

3.1 In a case of a Referral subscribing to one of the FAMILÉO Services

The sponsorship programme will only be considered valid after verification and validation of the Subscriber's subscription to one of the FAMILÉO Services.

In order to take the sponsorship into account, the Referral has to enter the Sponsor's Code in the field provided for this purpose, when subscribing to one of the FAMILÉO Services.

Once the sponsorship has been taken into account and validated by ENTOURAGE SOLUTIONS, the Referral will enjoy one month of free subscription to FAMILÉO Services.

3.2 Bonuses applicable to the Sponsor

Provided that the Sponsor Code is valid at the time of subscription and that the Referral fulfils the criteria mentioned above, the Sponsor will receive one point for each of the active accounts with which he or she is associated, under the condition that there is a FAMILÉO account with a Loved one.

For example:

Case No. 1: If a Sponsor uses the FAMILÉO Services in connection with a single FAMILÉO account and sponsors a Referral, the FAMILÉO account of the Loved-one will be credited with one point.

Case No. 2: If a Sponsor uses FAMILÉO Services for multiple FAMILÉO accounts and sponsors a Referral, the FAMILÉO account associated with each Loved-one will be credited with one point.

3.3 Terms of Use for the Sponsor Code

The Sponsor Code is personal and non-transferable. The act of sponsorship must be carried out only in the context of a personal relationship with the Referral.



This effectively excludes posting the Sponsoring Code on social networks like Facebook.

In general, any attempt to defraud the FAMILÉO sponsorship offer excludes the Sponsor and their sponsored parties from the programme.

Award table for gifts to the Sponsor's(s') Loved-one(s)

Number of points	
3 points	A Gazette holder
6 points	A bouquet of flowers, shipped to the Loved-one
10 points	A personalized photo product

As soon as a FAMILÉO account with which the Sponsor is associated reaches the threshold for the awarding a gift, it will be sent automatically, within 30 days to the Loved-one(s) of Sponsor in question.

Article 4: Changes to the Terms & Conditions

ENTOURAGE SOLUTIONS reserves the right to modify these Terms & Conditions at any time. The Sponsor and Referral will both receive notification of any changes to these Terms & Conditions.

In particular, it is stipulated that ENTOURAGE SOLUTIONS has the right to modify at any time the award table for sponsorship bonuses.



Annex 2: Terms & Conditions of the FAMILÉO Kitty

These Terms & Conditions of the FAMILÉO kitty are intended to define the methods according to which ENTOURAGE SOLUTIONS offers its Subscribers and its Users, as defined hereafter, for using the kitty as a method of payment.

Article 1: Definitions

- Subscriber – refers to the ENTOURAGE SOLUTIONS customer, who is responsible for the primary payment method and has the right to administer the family group account. This person can either have subscribed directly to the FAMILÉO Services, or have taken the function of an account manager following a subscription transfer.
- User – means any natural person who uses FAMILÉO Services and is not a Subscriber.

Article 2: Using the FAMILÉO kitty

The aim of the FAMILÉO kitty is to facilitate various financial contributions to the FAMILÉO subscription between all the Users in the same family group and the Subscriber.

In fact, each account created automatically generates a kitty accessible online by each User and the Subscriber.

Each User has the option to deposit an amount of his or her choice in the kitty. This is subject to being within the limit of the maximum kitty amount, as mentioned in Article 3 below.

The sums are kept in a secure account.

Article 3: Maximum amount of the FAMILÉO kitty

The maximum amount for each kitty is the equivalent to one year's subscription (12 full months).

Thus the maximum kitty amount may vary depending on the chosen FAMILÉO Services subscription. For example:

- In the case of a subscription to €5.90 VAT/month, the maximum kitty amount will be €70.80 VAT
- In the case of a subscription of €9.90 VAT/month, the maximum kitty amount will be €118.80 VAT

When the maximum kitty amount is reached, Users can no longer add contributions, and a digital message confirms this block.



The User and the Subscriber have the possibility to check the amount in the kitty at any time through the Site or the App.

Article 4: Using the FAMILEO kitty

The sums deposited on the kitty are used by priority to pay the current subscription fees. Thus, the subscriber's payment method will be paused until the balance of the kitty is insufficient for paying the coming month's subscription.

When the amount in the kitty has become insufficient for payment of the coming month's subscription, the Subscriber's means of payment (e.g. debit card) will be debited for the corresponding sum.

Article 5: Termination of the FAMILEO subscription and refund of the kitty

5.1 In the event of termination of a subscription to FAMILEO Services and if there is still credit in the kitty, the remaining amount will be refunded to the Subscriber under the conditions set out in article 5.2 below.

5.2 Conditions

The Subscriber must contact customer support hello@famileo.com and ask for the refund of the kitty, providing a copy of a valid ID credentials.

The FAMILEO customer support service will contact him to obtain his or her bank details. The refund shall be made by bank transfer within a maximum of one week.



Terms & Conditions of Use of FAMILÉO applicable under the framework of partnerships established by ENTOURAGE SOLUTIONS with Professionals

Article 1 – General

FAMILÉO Services are a digital solution that is available on the website <http://www.famileo.com> (hereinafter referred to as "the Site") as well as through the FAMILÉO mobile application downloadable from Google Play and the App Store (hereinafter referred to as "the Application"). The Site and the Application are published by the company ENTOURAGE SOLUTIONS (hereinafter referred to as the "Company"), a "Société par actions simplifiée" (a simplified joint-stock company) with a capital of €111 010,00, located at 20 rue Amiral Leverger 35400 Saint-Malo, registered with the Commercial and Companies Register of Saint-Malo under number 805 178 159.

Email address: hello@famileo.com

Tel: +33 (0)2 46 84 02 82

Publication Director: ENTOURAGE SOLUTIONS

Design and realization: ENTOURAGE SOLUTIONS

Host: AWS, EU (Ireland)

FAMILÉO Services operational activity is to provide services that allow creation and use of private family group social networks organized around an elderly family group member (e.g. Grandparent or Great Grandparent), no matter whether they are dependent or autonomous.

These general conditions of use (hereinafter referred to as the "Terms & Conditions of Use") apply to any user who has access to FAMILÉO through a partnership concluded between the Company and a professional client, including in particular an accommodation facility for elderly people who are autonomous or dependent or in a situation of disability and whose user would then be a resident or a member of their family group or one of their loved-ones, and expressly excluding of users wishing to subscribe directly to the Company for the private FAMILÉO paid services through a "Monthly", "Bi-Monthly" or "Weekly" subscription.

The latter are invited to refer to the Terms & Conditions of Sale and Use of FAMILÉO "Monthly", "Bi-Monthly" and "Weekly" services.



Article 2 – Definitions

- Beneficiary or Beneficiaries– refers to the physical person(s) for whom the Professional organization shall create an account allowing access to the Portal.
- Personal space – refers to the space on the Portal where access is only possible with the use of an identifier specific to each Beneficiary and to which the Professional organization defined below does not have access.
- Professionals – designates the professional clients of the Company whose individual clients will benefit from access to the Portal, each one being referred to as the “Professional”. These Professionals have access to the Portal, with the exception of Personal Space, which allows them to publish notices and other information.
- Family groups – refers to the individuals connected to an account of a single Beneficiary. Under the understanding that the term family group may cover relatives or friends of the Beneficiary.
- Portal – means the personal space accessible through the internet portal named FAMILÉO and operated by the Company and accessible by Users on the Site and through the Application.
- Partners – means the partners of the Company authorized to offer sales of products or services through the Portal.
- Users – refers to Professionals, Families and Beneficiaries, subject to their access rights.

Article 3 - Acceptance of the Terms & Conditions of Use

This document describes the Terms & Conditions of Use covering the Portal that the Company will be free to modify at any time.

These Terms & Conditions of Use are available on the Portal at any time. It is the responsibility of Users to check these Terms & Conditions of Use regularly.

The services accessible from the Portal are offered to Users subject to their acceptance of these Terms & Conditions of Use, which may be supplemented or modified. If a User does not wish to be bound by these Terms & Conditions of Use, he or she or it is respectfully invited to cease all access to the Portal and no longer make any use of FAMILÉO Services.

If one or more provisions of the Terms & Conditions of Use are declared void by a competent court, the other provisions remain enforceable in regard to Users.



It is also stated that the fact that the Company does not avail itself of one of the provisions contained herein, can in no way be interpreted as a waiver to it availing itself of said provisions in the future.

Article 4 - Conditions of posting of comments and other items on the Portal

4.1 The User acknowledges that he or she is the sole and exclusive author of the any comment he or she writes on the Portal and for any other item he, she or it posts; and that this implies that he or she takes full responsibility for the content of these comments and other items.

All items posted on the Portal by the User, subject to access rights, must have the sole objective of responding to a wish or need of the Beneficiary or his, her or its Family group.

No items that do not comply with this objective should be posted on the Portal.

This excludes, in particular, all messages intended to promote or help commercial promotion of a service or product.

4.2 The User declares his, her or its or its liability for any civil and legal responsibilities that could arise from or be connected with posting online through the Portal, his, her or its comments or any other items, and shall be obliged to accept full and sole liability for any legal action likely to emanate from third parties, be they public authorities or not, as a result of said items being posted.

The User indemnifies the Company against all liabilities or convictions that could be pronounced against it because of the comments and items in question.

4.3 The Company reserves the right to remove from the Portal comments and/or items that would appear contrary to good morality, these Terms & Conditions of Use and/or any applicable regulations.

4.4 The services accessible from the Portal are exclusively reserved for persons legally competent to subscribe to contracts under French law.

Persons with disabilities affecting their competence or minors may only use the Portal under the supervision and responsibility of their legal representatives.



4.5 The User agrees, in particular, that his, her or its remarks respect the rights of persons and their right of privacy, trademark law, copyright and other intellectual property rights, and that they do not infringe any law or regulation (especially provisions of the French Penal Code, the Civil Code, the law on Intellectual Property and the Consumer Code).

4.6 Posting any content, and in particular that which includes one or more photos, implies that the User guarantees that the items posted online comply with the following:

- They are posted with the agreement of the people who appear in or who are quoted in them,
- Are free of any rights restricting reproduction and/or representation.

The User indemnifies the Company against any claim in this regard.

4.7 The User undertakes to inform the Company of any content appearing on the Portal that does not appear to comply with these Terms of Use.

Article 5 – Registration

Users may only use the Portal only after registering and accepting these Terms & Conditions of Use.

Any other or contrary conditions included in the information they provide and/or letters, received or to be received, will be considered null and void without the obligation of any notification of protest on the part of the Company.

The Beneficiary as well as the Family group members may access the Portal after having completed their profiles (Last name, first name, email address, photo, etc.) and after entering a "Family Code", which is confidential and specific to each Beneficiary. At the end of this procedure, these Users will have a username and a personal password, which they are responsible for and must not communicate to anyone. The username and password are required for these Users to access the Portal.

The Professional is solely responsible for the choice of the staff member under its direction to whom it will entrust this "family code" which will then be communicated to the Beneficiary and to the Families, provided that the Beneficiary has given prior consent.

The Professional undertakes to carry out a rigorous control of the procedure it uses to disseminate



to its staff the "family codes" communicated to him by the Company. In the event of termination of the existing contractual relations between the Professional and the Company, for whatever reason, the Company may, without delay, deactivate the "family codes" it has provided, without the User having any right to claim any rights or compensation in this respect from the Company.

It is the Professional's responsibility to inform all the associated Beneficiaries and Families of this deactivation in the event of cancellation of its access rights.

In case of non-compliance with any provision in these Terms & Conditions of Use by a User, the Company reserves the right to disable the "family code" for accessing the Personal Space concerned, be it temporarily or permanently.

Article 6 - Competent court of jurisdiction

6.1 For all disputes that may arise in connection with the interpretation, acceptance and performance of these, Terms & Conditions, regardless of the place of subscription or settlement, the courts governing the area of jurisdiction of the registered office of the Company will be the sole competent jurisdiction in regard to Professional Users, even in the case of a warranty claim or cases with multiple defendants.

In the case of non-professional Users, disputes must be brought before the competent courts under common law.

Non-professional Users are also informed that they may, in any case of dispute, resort to a conventional mediation, particularly with the Consumer Mediation Commission or with existing sector-related mediation bodies, or any alternative dispute resolution method (e.g. conciliation).

6.2 These Terms & Conditions and the relationships they govern are subject to French law.

Article 7 - Intellectual property

This includes all constituent items of the Portal (texts, graphics, software, photographs, images, videos, audio, plans, names, logos, brands, creations and various works subject to protection, databases, etc.), as well as the Portal itself, which are relevant to French and international legislation on copyright and intellectual property.

These elements are the exclusive property of the Company.

This implies irrevocably that the User agrees to the following:



- He she or it shall not reproduce any information on the Portal for commercial or non-commercial purposes;
- He she or it shall not to integrate all or part of the content of the Portal into a third-party site or application, be it for commercial purposes or otherwise;
- He she or it shall not copy the information on media of any kind to reconstruct all or part of the original files;
- He she or it shall respect the applicable regulations and in particular the provisions of the Code on Intellectual Property and the Civil Code.

The establishment of hypertext links to a third-party site to the Portal requires prior approval from the Company.

Any non-expressly permitted use of items on or components of the Portal will result in copyright infringement and constitute an act of piracy or counterfeiting.

This may also result in a violation of image rights, rights of persons and any other right or regulation that are effective in current law and regulations.

This can thus lead to civil and/or criminal liability on the part of its author.

The Company reserves the right to take legal action against any person who has not complied with this prohibition.

The User, for his or her or its part, expressly authorizes the Company to reproduce and publish items, and in particular the texts and photographs, which will be posted online on a Personal Space in order realize a collection in the form of a gazette or any other format, exclusively for the Beneficiary with which the Personal Space in question is associated.

Article 7 - Protection of personal data

To learn more, please visit our privacy policy page <https://www.famileo.com/famileo/en-EU/privacy-policy>.

Article 8 - FAMILEO Store

The Company reserves the right to create an online store (accessible with the Application and through the internet Site) in order to allow partners to offer Users selected products and/or services selected in the interest of the Beneficiary. (Including but not restricted to: Flowers, Chocolates, Shawls, etc.)



This allows Users, who wish to do so, to use the links on the store's Portal to access partner merchant sites for online purchases of products and/or services offered by third parties.

The Company has a strict policy that it shall not send directly to the Partners any details regarding Users without their prior agreement.

Thus, exclusively the User details that are strictly necessary for the execution of the order of products and/or services will be sent to the partners but not until the time of the final payment by the User in person.

Users are invited to read the sales terms & conditions of the third-party Partner proposing the sale of products and/or services before placing any order.

These sales are thus subject to the terms & conditions of sale that accompany the description of the products and/or services offered, and under the sole responsibility of the Partner(s) concerned.

Any complaint regarding any products and/or services thus ordered must be communicated by the User directly to the third-party Partner. The Company cannot be held responsible for poor performance of obligations by the third-party Partner. However, The Company invites the User to inform it about any order-related problems he or she may have encountered with one or more of its partners.

Article 9 – Responsibilities

The Company declines all responsibility for the following:

- Cases of interruption of access to the Portal through technical maintenance operations or of updating published information;
- Cases of temporary inability to access the Portal, due to technical problems and regardless of the origin and source (e.g. unavailability of the access provider, the Company's host, etc.). The Company will do its utmost to maintain operational access to the Portal. However, this is only an obligation of means.

As such, the Company cannot be held liable for any faults, lacks or damages may occur (costs, loss of data, direct or indirect damage etc.) that might arise in association with the User being unable to access the Portal, or the through access to it being impossible.

- Cases of any direct or indirect damage caused to the User, whatever its nature, resulting from the content, access, or use of the Portal (and/or sites to which access has been allowed through the Portal).
- Cases of abnormal or unlawful use of the Portal by a User. The latter (the User) is solely



responsible for damage to third parties and the consequences of any claims or actions that may result. The User also waives the right to exercise any recourse against the Company in the case of proceedings instituted by a third party against him her or it as a result of the use and/or illegal exploitation of the Portal.

Article 10 – Sponsorship

The Company offers its Users a Sponsorship plan, for which the Terms & Conditions are stated in Annexe 1.



Annex 1: FAMILÉO Sponsorship Programme Terms & Conditions

These Terms & Conditions for the FAMILÉO Sponsorship Programme are intended to define the terms and conditions under which ENTOURAGE SOLUTIONS offers its Users the opportunity to recommend to other individuals (individuals) to subscribe to one of its Services in exchange for tariff advantages and gifts.

Participation in this sponsorship programme implies that the Sponsors and Referrals accept these Terms & Conditions in their entirety.

Article 1: Definitions

Sponsor – defines the physical person, who is an active User of FAMILÉO Services, attached to at least one active account (i.e. to an account of which the Subscriber is up to date with payment of his, her or its subscription fees and whose subscription does not is not in the process of termination). Any Sponsor no longer attached to an active account does not have the opportunity to sponsor a Referral.

- Referral – refers to any natural person who has never been a subscriber of the FAMILÉO Services.
- Subscriber – refers to the individual who has directly subscribed to a FAMILÉO Services subscription.
- Loved-one – refers to the individual beneficiary of the FAMILÉO Gazette.
- Sponsor Code – means the personal code sent to each Subscriber by ENTOURAGE SOLUTIONS at the time of registration.

Article 2: Conditions of eligibility for the FAMILÉO Sponsorship plan

2.1 Conditions on a Sponsor's access to the programme

The Sponsor has the opportunity to sponsor any Referral who is not yet a Subscriber to FAMILÉO Services, but also to sponsor anyone that is already a user of the service and wishes to sign up to an additional subscription. Under the express condition that the sponsor code is assigned to an active, non-terminated account.

An individual Sponsor has the opportunity to sponsor up to 20 Referrals over a rolling period of 12 months from the date of his or her first sponsorship.



2.2 Conditions on a Referral's access to the programme

A Referral may only benefit from one subscription sponsorship. Every Referral may in turn become a Sponsor as of the effective start date of his or her subscription, and as such benefit from the benefits granted to the Sponsor, subject to fulfilling the conditions provided for herein.

2.3 Period of validity for sponsorship points

The period of validity for sponsorship points is limited to 12 months.

Article 3: Content of the FAMILÉO Sponsorship plan

3.1 In a case of a Referral subscribing to one of the FAMILÉO Services

The sponsorship programme will only be considered valid after verification and validation of the Subscriber's subscription to one of the FAMILÉO Services.

In order to take the sponsorship into account, the Referral has to enter the Sponsor's Code in the field provided for this purpose, when subscribing to one of the FAMILÉO Services.

Once the sponsorship has been taken into account and validated by ENTOURAGE SOLUTIONS, the Referral will enjoy one month of free subscription to FAMILÉO Services.

3.2 Bonuses applicable to the Sponsor

Provided that the Sponsor Code is valid at the time of subscription and that the Referral fulfils the criteria mentioned above, the Sponsor will receive one point for each of the active accounts with which he or she is associated, under the condition that there is a FAMILÉO account with a Loved one.

For example:

Case No. 1: If a Sponsor uses the FAMILÉO Services in connection with a single FAMILÉO account and sponsors a Referral, the FAMILÉO account of the Loved-one will be credited with one point.

Case No. 2: If a Sponsor uses FAMILÉO Services for multiple FAMILÉO accounts and sponsors a Referral, the FAMILÉO account associated with each Loved-one will be credited with one point.



3.3 Terms of Use for the Sponsor Code

The Sponsor Code is personal and non-transferable. The act of sponsorship must be carried out only in the context of a personal relationship with the Referral.

This effectively excludes posting the Sponsoring Code on social networks like Facebook.

In general, any attempt to defraud FAMILÉO sponsorship offer excludes the Sponsor and their sponsored parties from the programme.

Award table for gifts to the Sponsor's(s') Loved-one(s)

Number of points	
3 points	A Gazette holder
6 points	A bouquet of flowers, shipped to the Loved-one
10 points	A personalized photo product

As soon as a FAMILÉO account with which the Sponsor is associated reaches the threshold for the awarding a gift, it will be sent automatically, within 30 days to the Loved-one(s) of Sponsor in question.

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ENTOURAGE SOLUTIONS reserves the right to modify these Terms & Conditions at any time. The Sponsor and Referral will both receive notification of any changes to these Terms & Conditions.

In particular, it is stipulated that ENTOURAGE SOLUTIONS has the right to modify at any time the award table for sponsorship bonuses.