GENERAL TERMS AND CONDITIONS OF SALE

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These general terms and conditions of sale (the 'T&CS") govern access to and use of the Hero AI mobile application (hereinafter referred to as the "Application"), published by White Matter, a one-person limited liability company (*EURL*) with capital of 200,00 euros, registered in the Nanterre Trade and Companies Register under number 982 235 475, whose VAT number is FR 85 982 235 475 and whose registered office is located at 20 bis Rue de Chartres, 92200, Neuilly sur Seine ("the Publisher").

The Publisher can be contacted at the following address: contact@white-matter.fr
By accessing the Application and subscribing to the services offered, the user ("the User") accepts these T&Cs without reservation.

The Publisher and the User are hereinafter referred to individually as a "Party" and jointly as the "Parties".

Article 1 – <u>Purpose</u>

The T&C's define the rights and obligations of the Parties in the context of the subscription and use of the services (the "Services") of the Application, which offers personalised weekly fitness and diet programmes tailored to the User's profile.

The T&C's must be accepted by all Users prior to any order. Once accepted, they are binding on the User and the Publisher.

These T&C's are the only terms and conditions governing the relationship between the Parties with regard to the provision of the Services.

The Publisher may adapt or modify these T&C's at any time.

The T&C's applicable are those in force on the date of the User's order.

Article 2 – <u>Access to the Services</u>

2.1 Creating an Account

To access the Services, the User must first create a personal account in the private area reserved for him/her (the "Account") and provide the information requested.

The creation of an Account is reserved to any natural person aged 18 or over and legally capable. It is the User's responsibility to respect this condition for creating an Account.

The User must provide a username, consisting of a valid email address, and choose a password. The User is entirely responsible for maintaining the confidentiality of his login and password. The User is solely responsible for their use.

The User undertakes not to use the account, name or identifier of another User at any time, nor to divulge his/her login or password to a third party.

The User's Account may not be transferred in whole or in part by the User, whether in return for payment or free of charge, and the User undertakes not to transfer to a third party any of the rights or obligations that he/she holds under these T&C's.

The User must notify the Publisher immediately if he/she suspects any unauthorised use of his/her login or password.

Under no circumstances shall the Publisher be held liable in the event of use of an Account by a third party using a User's password.

The User's attention is drawn to the fact that the e-mail address entered when creating an Account will become the User's

login for connecting to the data in his/her personal space, and cannot be changed at a later date. The password may be changed at any time, particularly if it has been lost, using a secure procedure.

2.2 Account deletion

In the event of any breach by the User of its obligations under these T&Cs, the Publisher reserves the right to take any appropriate action to bring such breach to an end. In particular, the Publisher reserves the right to suspend, delete and/or block access to the User's Account and to immediately terminate a User's membership in accordance with article 5.3 where appropriate.

If the Publisher suspects that the User's identity has been misused, the User undertakes to provide the Publisher with proof of identity at the Publisher's request. Pending confirmation of the User's identity, the Publisher reserves the right to suspend and/or block access to the Account.

Article 3 – <u>Services</u>

The Application enables the User to access the following Services:

- Fitness programmes tailored to the User's goals and level;
- Personalised food plans based on the User's profile and food preferences;
- Progress tracking and tailored recommendations;
- Save online links (fitness web page or recipe) and schedule them on a chosen date.

Access to the Services is subject to a paid subscription in accordance with the terms set out in article 4 of these T&C's.

Article 4 – <u>Prices and payment terms</u>

4.1 Prices

The Services are accessible via a paying subscription, the prices of which are specified on the Application.

Prices are displayed in the currency of the User's region.

The Publisher reserves the right to change its prices at any time, provided that it informs the User before the change takes effect.

4.2 Payment

Payment is made by bank card or any other secure payment method offered on the Application.

The subscription is automatically renewed at each expiry date, unless terminated by the User in accordance with the conditions set out in article 5 of these T&C's.

4.3 Right of withdrawal

In accordance with article L.221-28 of the French Consumer Code, the right of withdrawal does not apply to digital services that are fully executed before the end of the withdrawal period and whose execution has begun with the express agreement of the User.

Article 5 – <u>Duration, termination and suspension</u>

5.1 Duration

The subscription taken out by the User is for a fixed period, renewable automatically on each expiry date.

5.2 Termination

The User may terminate his/her subscription at any time via Google Play or Apple App store. Cancellation will take effect at the end of the current subscription period.

5.3 Suspension or termination by the Publisher

The Publisher reserves the right to suspend or terminate access to the Application in the event of a breach of these T&C's, without any refund due to the User.

Article 6 – <u>Disclaimer</u>

6.1 The User acknowledges that he/she uses the Application under his/her sole responsibility.

The User acknowledges that he/she has been informed that the Application has been developed for people in good health. The User is reminded that pregnant women or people with a specific health or medical condition must always be monitored by a doctor, physicist or nutritionist.

The User is advised and is responsible for consulting a health professional before using the Services.

The Publisher shall not be held liable for any damage resulting from misuse of the Services or incompatibility with the User's state of health.

6.2 The Publisher undertakes to use all reasonable and diligent means to ensure, as far as possible, the availability of the Application. However, this commitment does not constitute a guarantee of uninterrupted or malfunction-free operation.

It is expressly agreed that periods of unavailability may occur in the event of scheduled maintenance, updating operations or technical incidents beyond the control of the Publisher.

The Customer acknowledges that the Application is provided 'as is' and that no guarantee can be given as to its continued availability. Consequently, any unavailability, whether due to maintenance or technical malfunctions, shall not give rise to any compensation whatsoever on the part of the Publisher, in compliance with the applicable legal framework.

6.3 In any event, the Publisher's liability is limited to direct damages resulting from a clearly established breach of its contractual obligations and calculated on the basis of the amount actually invoiced to the User for the order concerned.

Article 7 – <u>Protection of personal data</u>

Personal data collected as part of the use of the Application is processed in accordance with the privacy policy available here.

Article 8 – <u>Intellectual property</u>

All content present on the Application, in particular elements protected by copyright, trademarks, logos, graphics, sound, photos, databases, software, texts and videos, is the exclusive property of the Publisher.

Any copying, extraction, decompilation, representation, broadcast, distribution, transmission, display, link, deep link or other modification of the Application without the express written authorisation of the Publisher is strictly prohibited.

Any violation of these T&C's may result in an infringement of copyright, trademark or other intellectual property rights and may subject the infringer to civil and/or criminal penalties.

The User who has created an Account grants the Publisher a free, non-exclusive licence to use the User's content for worldwide distribution and for the duration of the protection of the rights.
This right allows the Publisher to use, reproduce, adapt, translate, modify and publish Users' content in strict compliance with the purpose of the Application Services or any other medium in which these Services are used.

Article 9 – <u>Applicable law and disputes</u>

These T&C's are governed by French law.

In the event that the Parties are unable to reach an amicable resolution to a dispute relating to the conclusion, interpretation, performance or termination of these T&C's, it is expressly stipulated that the said dispute will be submitted to the jurisdiction of the competent French courts.

The mandatory consumer protection provisions of the law of the country in which the User has his/her habitual residence are not affected by this provision.

Article 10 – <u>Miscellaneous</u>

10.1 Voidness

If any of the stipulations of these T&C's are to be declared null and void or inapplicable, they shall be amended in order to obtain their validity or shall be deemed unwritten, but this shall not invalidate or render null and void the T&C's or the other stipulations.

10.2 Non-waiver

The Publisher's failure to enforce any of the provisions herein at any given time shall not be construed as a waiver of any of the said provisions.

10.3 Relationship between the Parties

No provision of these T&C's shall create or be deemed to create a partnership, joint venture, association, or principal-agent, or employer-employee, relationship between the Publisher and the User.

10.4 Subcontracting

The Publisher reserves the right to subcontract all or part of the Services to a service provider of its choice.

10.5 Assignment

The rights and obligations arising from these T&C's are neither assignable nor transferable by the User, either partially or in full, without the express written consent of the Publisher, who may accept or refuse such assignment or transfer.

The Publisher reserves the right to assign or transfer the T&C's to a third party of its choice, who will be bound by the terms and conditions herein in their entirety. In the event of assignment of the T&C's in accordance with this paragraph, the User acknowledges that the Publisher will be validly released.