

General Terms and Conditions of Sale for Consumers - Version 1 Online EN
(If you are a business customer, please refer to the General Terms and Conditions on page 5)

Article 1. Purpose of the General Terms and Conditions

These general terms and conditions of sale ("T&Cs") define the rights and obligations of Healthy Mind SAS with a share capital of 97,910.40 €, registered in R.C.S Paris under number 833 226 608 and having its head office at 11 rue de Lourmel 75015 Paris ("Healthy Mind") and of any individual non-professional client (the "Client") ordering from Healthy Mind a virtual reality solution (the "Solution"). The Solution includes a software part (the software developed by Healthy Mind containing visual and auditory 3D experiences, (the "Software")) and possibly a hardware part depending on the offer chosen (for example a virtual reality headset).

The references of the hardware and software elements included in the Solution, as well as the services that may be associated with the Solution (delivery, installation, training, support and maintenance), and the duration of use are specified in the offer selected by the Customer.

Article 2. Enforceability of the T&Cs

The T&Cs are made available to the Customer on the Healthy Mind website <https://www.healthymind.fr> (the "Site"), where they can be consulted directly.

The T&Cs are enforceable against the consumer Client who, by ticking a box provided for this purpose when ordering online or by signing the order form, acknowledges having read them and having accepted them before placing the order.

Healthy Mind reserves the right to modify its T&Cs at any time. In case of modification of the T&Cs, the applicable T&Cs are those in effect at the date of the order. Healthy Mind will notify the Client of any future modification of the T&Cs at least one (1) month prior to their application.

Article 3. Order

The Customer may order a Solution either from the Site or via an order form sent to the Customer by Healthy Mind. In both cases, the content of the Solution requested by the Client, the associated services, the quantities requested, and the corresponding price are described. Healthy Mind reserves the right to refuse any order for legitimate reasons and more particularly if the quantities of products ordered are abnormally high for clients who are consumers.

The contract is formed when the order and payment are validated via the Site or when the Client sends Healthy Mind the validated and signed order form.

The Customer undertakes to verify the completeness and conformity of the information provided at the time of ordering and may contact Healthy Mind using the telephone number or e-mail address indicated on the Site in the event of an error.

Article 4. Right of withdrawal

Where the order includes the hire of the hardware required to operate the Software, the Customer has the right to withdraw without giving any reason within a period of fourteen days.

The withdrawal period expires fourteen (14) days after the day on which the Customer, or a third party other than the carrier and designated by the Customer, takes physical possession of the last part of the Solution.

To exercise the right of withdrawal, the Customer must notify Healthy Mind of his/her decision to withdraw by means of an unambiguous statement, by letter sent by post or by e-mail, using the following contact details: Healthy Mind, Timothée Cabanne, 11 rue de Lourmel, 75015, Paris. Email: contact@healthymind.fr

The Customer may use the following model withdrawal form, but this is not obligatory:

"(Please complete and return this form only if you wish to withdraw from the contract).

I/We () hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the goods (*)/provision of the services (*) below:*

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

Name of consumer(s):

Address of consumer(s):

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

Date:

() Delete as appropriate."*

In order for the withdrawal period to be respected, it is sufficient for the Customer to send Healthy Mind his/her communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

In the event of withdrawal, Healthy Mind will reimburse the Client for all payments received, including delivery costs (with the exception of additional costs arising from the fact that the Client has chosen, where applicable, a delivery method other than the less expensive standard delivery method offered by Healthy Mind) without undue delay and, in any event, no later than fourteen (14) days from the day on which Healthy Mind is informed of the Client's decision to withdraw. Healthy Mind will reimburse the Customer using the same means of payment as the Customer used for the initial transaction, unless the Customer expressly agrees to a different method; in any case, this reimbursement will not incur any costs for the Customer.

Healthy Mind may defer the refund until it has received the good or until the Customer has provided proof of shipment of the good, whichever comes first. The Client must return the goods to Healthy Mind, 11 rue de Lourmel, 75015 Paris without undue delay and, in any case, no later than fourteen days after the Client has communicated his/her decision to cancel. This period is deemed to have been respected if the goods are returned before the fourteen (14) day period has expired. Healthy Mind will cover the cost of returning the goods.

Article 5. Software licence Agreement

The Software licence starts on the day of the order and will remain in force for the initial period of commitment stipulated in the order and for the entire extended period of use by automatic renewal.

The licence will be personal, non-exclusive and will allow the Software to be used on the limited number of devices stipulated in the order.

The Customer undertakes not to use the Solution after the expiry or termination of the contract.

Healthy Mind reserves the right, at any time and without prior notice, to make any changes it deems necessary to its Software and to the models presented in its prospectuses or Internet sites. In this respect, it should be noted that only the characteristics of the Solution specified in the order are contractual.

Article 6. Configuration

In the event that the order only includes access to the Software, and no hardware elements, the Customer is responsible for the "Configuration" (designating all hardware, software and electronic communications resources, under the sole responsibility of the Customer and enabling the

Customer to access and use the Software, to the exclusion of the Software itself enabling the Customer to access and use the Software). The characteristics of the Configuration are specified when the order is placed.

It is also specified that if the order only includes access to the Software, Healthy Mind does not manage the installation of the hardware at the Client's premises.

The Customer who wishes to purchase or rent the necessary equipment from the Company may place an order on the Site via the corresponding offers.

Article 7. Sale or hire of equipment

In the event that the order includes the hardware necessary for the functioning of the Software, this hardware will be sold definitively or rented for the duration stipulated in the order, starting on the day of the order and for the entire duration extended by renewal.

In the event that Healthy Mind rents the hardware to the Client, the Client may not rent out or give to a third party all or part of the equipped hardware without prior agreement. The Customer must keep all the equipment free of all rights, registrations, pledges and other securities. All replaced parts or incorporated accessories, which must in no way harm the equipment, become the property of Healthy Mind by right and without compensation. The Customer assumes full responsibility for the use made of the rented equipment and for putting it into service, with the documents required by the regulations in force. Throughout the rental period, the Customer is also responsible for maintaining the equipment to ensure that it is in good working order at all times.

In the event of damage noted by Healthy Mind upon receipt of the returned equipment, Healthy Mind will invoice the Client for the amount of the damage noted, up to a maximum of one thousand (1,000) euros excluding taxes. The Client will be informed of the state of receipt of the material and of any invoicing within five (5) days following receipt by Healthy Mind of the returned material.

Article 8. Delivery

If the order includes the sale or rental of equipment, the Solution is delivered by post to the delivery address provided by the Customer. Healthy Mind undertakes to dispatch the Solution within 5 working days of the order being placed.

The risks of loss or damage to the goods are transferred to the Client at the moment when he/she, or a third party designated by him/her, takes physical possession of the goods, regardless of their nature.

The product, which is delivered to the Client by a carrier chosen by Healthy Mind, travels at Healthy Mind's risk.

Article 9. Associated services

Training support for the use of the device will be provided to the Customer by Healthy Mind by digital means.

Healthy Mind will also provide support and maintenance services under the conditions detailed below in article 11.2.

Article 10. Renewal

Where this contract concerns a Software subscription and/or hardware rental, it is concluded for an initial period stipulated in the order. It will then be tacitly renewed for successive periods of one (1) month, unless terminated by the Customer under the conditions set out below.

On renewal, the amount of the subscription to the Software or the hire of the hardware will be that in force on the anniversary date of the contract. The invoice will be paid according to the terms of payment detailed in article

12 below. Healthy Mind will notify the Customer of any future price changes at least two (2) months before the new price is applied.

This contract may be terminated by the Client one month prior to its expiry date by registered letter with acknowledgement of receipt by post or e-mail, using the following contact details: Healthy Mind, Timothée Cabanne, 11 rue de Lourmel, 75015, Paris.
Email: contact@healthymind.fr

Article 11. Guarantees

11.1 Legal guarantee of conformity and guarantee against hidden defects

Independently of the commercial guarantee described in article 11.2, Healthy Mind is liable for defects in the conformity of the Solution ordered and for hidden defects in the item sold.

The French law applicable to the contract may not have the effect of depriving a consumer residing in another Member State of the provisions on guarantees granted to him by his national law in application of the directive of 25 May 1999 on the sale of consumer goods and associated guarantees.

11.1.1. Legal warranty of conformity

Healthy Mind is obliged to deliver a Solution in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. It shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter is its responsibility under the contract or was carried out under its responsibility.

In order to comply with the contract, the Solution must: (a) Be fit for the purpose ordinarily expected of similar goods and, where applicable, correspond to the description given by the seller and possess the qualities which the seller has presented to the buyer in the form of a sample or model, and have the qualities which a buyer may legitimately expect having regard to public statements made by the seller, the producer or his representative, in particular in advertising or labelling; (b) Or have the characteristics defined by mutual agreement between the parties or be fit for any special purpose sought by the buyer, brought to the attention of the seller and accepted by the latter.

Any action resulting from a lack of conformity shall be barred after two years from the date of delivery of the goods. In order to invoke the legal guarantee of non-conformity, the Customer must contact Healthy Mind using the contact information provided on the Site. The Customer may choose between repairing or replacing the product.

11.1.2. Warranty for hidden defects

Healthy Mind is liable for hidden defects in the product that render it unfit for its intended use, or that diminish this use to such an extent that the Customer would not have ordered it or would only have paid a lower price for it, had he or she been aware of them.

The action resulting from redhibitory defects must be brought by the Customer within two years of the discovery of the defect.

The Customer may decide to invoke the guarantee against hidden defects and request cancellation of the contract or a reduction in the price.

11.2 Commercial guarantee

If hardware components of the Solution are sold, they are covered solely by the warranty of their respective manufacturer.

The software components of the Solution are licensed under Healthy Mind's warranty, provided for the duration stipulated in the order. This warranty covers any malfunction of the Software directly related to a defect attributable to Healthy Mind in the design of the Software.

Healthy Mind will not be liable for any guarantee when the malfunction is caused either by a modification of the software by the Customer, or by a case of force majeure.

Under the terms of the warranty, Healthy Mind undertakes to provide assistance to the Client from 10am to 5pm Monday to Friday (excluding public holidays), preferably by e-mail or, if not, by telephone to the address and telephone number indicated on the Site.

Healthy Mind undertakes to respond to the request for assistance within a maximum of five (5) working days from the date of the request for assistance by e-mail or telephone.

If Healthy Mind determines that the request for support is related to a defect in the Software, Healthy Mind will intervene remotely to correct the defect in the Software.

If the failure of the Software requires a corrective update, Healthy Mind undertakes to provide the Client, within a maximum of fifteen (15) working days from confirmation of the need to develop a corrective update of the Software.

Except for rented hardware, issues related to hardware failures (of the computer hardware, the virtual reality headset (display problem, power problem, audio problem...), the virtual reality headset sensors, the virtual reality headset controllers) or issues related to third party software (i.e. software other than the Healthy Mind Software, including the operating system used by the Client), are not covered by the support and maintenance services of the Contract. For leased hardware, Healthy Mind will replace the faulty hardware after notification by the Client of the fault as described above. The replacement will be made within five (5) days by equivalent equipment.

Article 12. Price and payment

12.1. Payment terms

Prices are specified when the order is placed on the Site or on the order form, in euros, exclusive of tax and/or inclusive of all taxes.

The rental of the equipment and the subscription to the Software are payable in advance, each month by monthly debit to a bank card or by any other means of payment made available by Healthy Mind, regardless of the type of offer subscribed to (with or without commitment).

Monthly payments will be made on the first day of each new monthly period from the date of subscription.

The Customer acknowledges and accepts that, by providing their bank card details, they authorise the Company to debit their bank card.

The Customer is obliged to update and/or modify his/her bank details immediately by any means, particularly if the validity of his/her details expires.

12.2 Methods of payment

Payment may be made by monthly debit to the Customer's bank card or by direct debit, via the platform of the intermediary in banking operations, the company STRIPE, via the "STRIPE" solution, which complies with the provisions of the French Monetary and Financial Code and the requirements of the Autorité de Contrôle Prudentiel.

STRIPE is authorised as an electronic money institution by the U.K. Financial Conduct Authority under number 900461.

STRIPE is mandated by Healthy Mind to acquire payment orders from each Client wishing to subscribe to the offers proposed by Healthy Mind.

The general terms and conditions of use of the STRIPE solution can be consulted at the following address: <https://stripe.com/fr/legal>.

Other means of payment may also be made available by Healthy Mind in agreement with the Client, such as payment by bank transfer or SEPA direct debit.

The Client will not be billed for any additional costs over and above those borne by Healthy Mind for the use of a payment method.

Healthy Mind will not grant a discount for payment before the date shown on the invoice or within a period shorter than that mentioned in the present Terms and Conditions.

12.3. Late payment

Late payment will result in the immediate payment of all sums owed to Healthy Mind by the Client, without prejudice to any other action that Healthy Mind may have the right to take against the Client.

In the event of non-compliance with the above payment conditions, Healthy Mind also reserves the right to temporarily or permanently suspend the supply of the offer subscribed to by the Client, to suspend the execution of its obligations and to cancel any discounts granted to the Client.

Article 13. Intellectual property

Healthy Mind is and remains the sole owner of the intellectual property rights to the Software. The granting of rights under the license does not entail any transfer of intellectual property to the Client.

Any use not expressly authorized by Healthy Mind, or by operation of law, is prohibited. In particular, the Client is prohibited from deleting, partially or totally modifying any existing information relating to copyright, trademark law and more generally to Healthy Mind's intellectual property rights affixed to the Software.

Healthy Mind is the owner of the intellectual property rights to the Healthy Mind brand and logo as well as to all its Software, images and photos related to them. The sale of the Software does not confer any prerogative on the Client over the intellectual property rights held by Healthy Mind.

The Client undertakes not to copy, disassemble, extract, modify or reproduce all or part of the Software and/or its components and documentation.

Article 14. Contractual liability

Apart from cases of non-performance or poor performance of the contract due either to the act of the Customer, or to the insurmountable and unforeseeable act of a third party to the contract, or to force majeure, Healthy Mind will be liable for any direct damage caused to the Customer.

In the event of damage caused by a safety defect in a material element of the Solution, the Customer must seek the responsibility of the manufacturer identifiable from the information mentioned on the product packaging.

On delivery of the Solution, the Customer undertakes to read all the instructions for use and to use the products in accordance with the instructions provided.

Article 15. Mediation

In the event of a dispute, the Customer is invited to contact Healthy Mind by e-mail at contact@healthymind.fr to express his/her request for a complaint and to allow Healthy Mind to find an amicable solution.

If the request for a complaint is unsuccessful or in the absence of a response from this service within a period of two (2) months, the Customer may submit the dispute relating to the order or the present T&Cs between



him/her and Healthy Mind to a mediator who will attempt, in complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution.

The parties to the contract remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

Article 16. Applicable law and competent court

All commercial relations between Healthy Mind and the Customer will be governed by French law.

If no amicable agreement can be reached, or if mediation fails, any dispute relating to these T&Cs may be submitted to the court in the place where the defendant is domiciled or where the goods were actually delivered, or the service provided.

General Terms and Conditions of Sale to Business Customers - Version 1 Online FR

Article 1. Objet des CGV

These general terms and conditions of sale ("T&Cs") define the rights and obligations of Healthy Mind SAS with a share capital of 97,910.40 €, registered in R.C.S Paris under number 833 226 608 and having its head office at 11 rue de Lourmel 75015 Paris ("Healthy Mind") and of any professional, non-individual client (the "Client") ordering from Healthy Mind a virtual reality solution (the "Solution"). The Solution includes a software part (the software developed by Healthy Mind containing visual and auditory 3D experiences, (the "Software")) and possibly a hardware part depending on the offer chosen (for example a virtual reality headset).

The references of the hardware and software elements included in the Solution, as well as the services that may be associated with the Solution (delivery, installation, training, support and maintenance), and the duration of use are specified in the offer selected by the Customer.

In accordance with article L. 441-6 of the French Commercial Code, the General Terms and Conditions of Sale comprise these terms and conditions of sale and the unit price list, which form an integral part of them.

Article 2. Enforceability of the T&Cs

The T&Cs are made available to the Customer on the Healthy Mind website <https://www.healthymind.fr> (the "Site"), where they can be consulted directly.

The T&Cs are enforceable against the consumer Client who, by ticking a box provided for this purpose when ordering online or by signing the order form, acknowledges having read them and having accepted them before placing the order.

Unless Healthy Mind has given its prior written consent, any contrary condition opposed by the Client shall not be binding on Healthy Mind. These T&Cs may be adapted within the framework of special conditions of sale negotiated with the Client.

Healthy Mind reserves the right to modify its T&Cs at any time. In case of modification of the T&Cs, the applicable T&Cs are those in effect at the date of the order. Healthy Mind will notify the Client of any future modification of the T&Cs at least one (1) month prior to their application.

Article 3. Order

The Customer may order a Solution either from the Site or via an order form sent to the Customer by Healthy Mind. In both cases, the content of the Solution requested by the Client, the associated services, the quantities requested, and the corresponding price are described. Healthy Mind reserves the right to refuse any order for legitimate reasons and more particularly if the quantities of products ordered are abnormally high for clients who are consumers.

The contract is formed when the order and payment are validated via the Site or when the Client sends Healthy Mind the validated and signed order form.

The Customer undertakes to verify the completeness and conformity of the information provided at the time of ordering and may contact Healthy Mind using the telephone number or e-mail address indicated on the Site in the event of an error.

Article 4. Software licence Agreement

The Software licence starts on the day of the order and will remain in force for the initial period of commitment stipulated in the order and for the entire extended period of use by automatic renewal.

The licence will be personal, non-exclusive and will allow the Software to be used on the limited number of devices stipulated in the order.

The Customer undertakes not to use the Solution after the expiry or termination of the contract.

Healthy Mind reserves the right, at any time and without prior notice, to make any changes it deems necessary to its Software and to the models presented in its prospectuses or Internet sites. In this respect, it should be noted that only the characteristics of the Solution specified in the order are contractual.

Article 5. Configuration

In the event that the order only includes access to the Software, and no hardware elements, the Customer is responsible for the "Configuration" (designating all hardware, software and electronic communications resources, under the sole responsibility of the Customer and enabling the Customer to access and use the Software, to the exclusion of the Software itself enabling the Customer to access and use the Software). The characteristics of the Configuration are specified when the order is placed.

It is also specified that if the order only includes access to the Software, Healthy Mind does not manage the installation of the hardware at the Client's premises.

The Customer who wishes to purchase or rent the necessary equipment from the Company may place an order on the Site via the corresponding offers.

Article 6. Sale or hire of equipment

In the event that the order includes the hardware necessary for the functioning of the Software, this hardware will be sold definitively or rented for the duration stipulated in the order, starting on the day of the order and for the entire duration extended by renewal.

In the event that Healthy Mind rents the hardware to the Client, the Client may not rent out or give to a third party all or part of the equipped hardware without prior agreement. The Customer must keep all the equipment free of all rights, registrations, pledges and other securities. All replaced parts or incorporated accessories, which must in no way harm the equipment, become the property of Healthy Mind by right and without compensation. The Customer assumes full responsibility for the use made of the rented equipment and for putting it into service, with the documents required by the regulations in force. Throughout the rental period, the Customer is also responsible for maintaining the equipment to ensure that it is in good working order at all times.

In the event of damage noted by Healthy Mind upon receipt of the returned equipment, Healthy Mind will invoice the Client for the amount of the damage noted, up to a maximum of one thousand (1,000) euros excluding taxes. The Client will be informed of the state of receipt of the material and of any invoicing within five (5) days following receipt by Healthy Mind of the returned material.

Article 7. Delivery

If the order includes the sale or rental of equipment, the Solution is delivered by post to the delivery address provided by the Customer. Healthy Mind undertakes to dispatch the Solution within 5 working days of the order being placed.

The risks of loss or damage to the goods are transferred to the Client at the moment when he/she, or a third party designated by him/her, takes physical possession of the goods, regardless of their nature.

The product, which is delivered to the Client by a carrier chosen by Healthy Mind, travels at Healthy Mind's risk.

Article 8. Associated services

Training support for the use of the device will be provided to the Customer by Healthy Mind by digital means.

Healthy Mind will also provide support and maintenance services under the conditions detailed below in article 11.2.

Article 9. Renewal

Where this contract concerns a Software subscription and/or hardware rental, it is concluded for an initial period stipulated in the order. It will then be tacitly renewed for successive periods of one (1) month, unless terminated by the Customer under the conditions set out below.

On renewal, the amount of the subscription to the Software or the hire of the hardware will be that in force on the anniversary date of the contract. The invoice will be paid according to the terms of payment detailed in article 12 below. Healthy Mind will notify the Customer of any future price changes at least two (2) months before the new price is applied.

This contract may be terminated by the Client one month prior to its expiry date by registered letter with acknowledgement of receipt by post or e-mail, using the following contact details: Healthy Mind, Timothée Cabanne, 11 rue de Lourmel, 75015, Paris.
Email: contact@healthymind.fr

Article 10. Contractual liability

The Client undertakes, on delivery of the Software, to read the operating instructions of the products sold by Healthy Mind in its entirety, and to use the products according to the given operating instructions.

Healthy Mind's contractual liability for current and direct material damage suffered by the Client, for any cause whatsoever, may not exceed the total amount of sums collected by Healthy Mind excluding taxes for the supply of the Software during the year preceding the claim.

The Client must fulfill all administrative and fiscal obligations, in particular the payment of all duties, taxes, and fees, and comply in all circumstances with the laws and regulations pertaining to the possession, use and circulation of the equipment. He is also solely responsible for the declarations and payments of all duties, taxes, and fees, particularly in the case of equipment that can be registered, as well as those relating to the movement of goods and to the vehicles themselves.

Healthy Mind's contractual liability is strictly limited to the obligations expressly stipulated in these T&Cs and, where applicable, in the sales contract. All penalties and indemnities provided for therein shall be of a lump sum, full discharge and exclusive of any other sanction or compensation.

In any event, Healthy Mind cannot be held liable for material or immaterial damage consisting in the loss of data (or databases), programs, expected gains or savings, damage to the image or reputation.

In the event of recourse by third parties against the Client, Healthy Mind's liability, which would be admitted by a decision that has become final and binding, shall be limited with respect to the Client to the purchase price excluding tax of the Software subject to the recourse concerned.

Notwithstanding the foregoing, Healthy Mind may be held liable without limitation in cases where the law excludes any limitation.

It is specified that Healthy Mind is not required to repair any damage caused to the Client and/or any third party if such damage results from acts attributable to the Client and/or third parties, due to negligence,

recklessness, fault, or non-compliance with the health and safety conditions of the equipment sold by Healthy Mind and indicated in the manufacturer's operating instructions provided by Healthy Mind on delivery, etc.

Similarly, Healthy Mind shall not be held liable for any harmful consequences resulting from the use by any person of technical documents drawn up by the Client and/or by third parties, recommendations or communications of any kind whatsoever issued by the Client and/or by third parties, without the prior and express agreement of Healthy Mind.

Article 11. Commercial guarantee

If hardware components of the Solution are sold, they are covered solely by the warranty of their respective manufacturer.

The software components of the Solution are licensed under Healthy Mind's warranty, provided for the duration stipulated in the order. This warranty covers any malfunction of the Software directly related to a defect attributable to Healthy Mind in the design of the Software.

Healthy Mind will not be liable for any guarantee when the malfunction is caused either by a modification of the software by the Customer, or by a case of force majeure.

Under the terms of the warranty, Healthy Mind undertakes to provide assistance to the Client from 10am to 5pm Monday to Friday (excluding public holidays), preferably by e-mail or, if not, by telephone to the address and telephone number indicated on the Site.

Healthy Mind undertakes to respond to the request for assistance within a maximum of five (5) working days from the date of the request for assistance by e-mail or telephone.

If Healthy Mind determines that the request for support is related to a defect in the Software, Healthy Mind will intervene remotely to correct the defect in the Software.

If the failure of the Software requires a corrective update, Healthy Mind undertakes to provide the Client, within a maximum of fifteen (15) working days from confirmation of the need to develop a corrective update of the Software.

Except for rented hardware, issues related to hardware failures (of the computer hardware, the virtual reality headset (display problem, power problem, audio problem...), the virtual reality headset sensors, the virtual reality headset controllers) or issues related to third party software (i.e. software other than the Healthy Mind Software, including the operating system used by the Client), are not covered by the support and maintenance services of the Contract. For leased hardware, Healthy Mind will replace the faulty hardware after notification by the Client of the fault as described above. The replacement will be made within five (5) days by equivalent equipment.

Article 12. Price and payment

12.1. Payment terms

Prices are specified when the order is placed on the Site or on the order form, in euros, exclusive of tax and/or inclusive of all taxes.

The rental of the equipment and the subscription to the Software are payable in advance, each month by monthly debit to a bank card or by any other means of payment made available by Healthy Mind, regardless of the type of offer subscribed to (with or without commitment).

Monthly payments will be made on the first day of each new monthly period from the date of subscription.

The Customer acknowledges and accepts that, by providing their bank card details, they authorise the Company to debit their bank card.

The Customer is obliged to update and/or modify his/her bank details immediately by any means, particularly if the validity of his/her details expires.

12.2 Methods of payment

Payment may be made by monthly debit to the Customer's bank card or by direct debit, via the platform of the intermediary in banking operations, the company STRIPE, via the "STRIPE" solution, which complies with the provisions of the French Monetary and Financial Code and the requirements of the Autorité de Contrôle Prudentiel.

STRIPE is authorised as an electronic money institution by the U.K. Financial Conduct Authority under number 900461.

STRIPE is mandated by Healthy Mind to acquire payment orders from each Client wishing to subscribe to the offers proposed by Healthy Mind.

The general terms and conditions of use of the STRIPE solution can be consulted at the following address: <https://stripe.com/fr/legal>.

Other means of payment may also be made available by Healthy Mind in agreement with the Client, such as payment by bank transfer or SEPA direct debit.

The Client will not be billed for any additional costs over and above those borne by Healthy Mind for the use of a payment method.

Healthy Mind will not grant a discount for payment before the date shown on the invoice or within a period shorter than that mentioned in the present Terms and Conditions.

12.3. Late payment

In the event of late payment and payment of sums due by the Customer after the deadline set out above, and after the payment date shown on the invoice sent to the Customer, late payment penalties calculated on the basis of three (3) times the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points of the amount (including tax) of the monthly price of the offer subscribed to shown on the said invoice, will be automatically and rightfully due to Healthy Mind, without any formality or prior formal notice.

Late payment will result in the immediate payment of all sums owed to Healthy Mind by the Client, without prejudice to any other action that Healthy Mind may have the right to take against the Client.

In the event of non-compliance with the above payment conditions, Healthy Mind also reserves the right to temporarily or permanently suspend the supply of the offer subscribed to by the Client, to suspend the execution of its obligations and to cancel any discounts granted to the Client.

Article 12. Propriété intellectuelle

Healthy Mind is and remains the sole owner of the intellectual property rights to the Software. The granting of rights under the license does not entail any transfer of intellectual property to the Client.

Any use not expressly authorized by Healthy Mind, or by operation of law, is prohibited. In particular, the Client is prohibited from deleting, partially or totally modifying any existing information relating to copyright, trademark law and more generally to Healthy Mind's intellectual property rights affixed to the Software.

Healthy Mind is the owner of the intellectual property rights to the Healthy Mind brand and logo as well as to all its Software, images and photos related to them. The sale of the Software does not confer any prerogative on the Client over the intellectual property rights held by Healthy Mind.

Consequently, the Client undertakes to use the Healthy Mind trademarks and logo solely for the purpose of promoting the Healthy Mind Software to the exclusion of any other use. If the Client wishes to carry out a specific advertising of the Healthy Mind Software outside the scope of the usual promotion, he must first ensure that Healthy Mind has given its written consent.

The Client undertakes not to copy, disassemble, extract, modify or reproduce all or part of the Software and/or its components and documentation.

Article 13. Force majeure

Healthy Mind cannot be held liable - in accordance with article 1218 of the Civil Code - for the non-performance of its obligations under these T&Cs if such non-performance is due to the occurrence of a case of force majeure. Cases of force majeure include, but are not limited to, fires, floods, epidemics, natural disasters, strikes, lockouts, raw material shortages, unavoidable accidents, government regulations, wars, riots, and insurrections.

Article 14. Mediation

In the event of a dispute, the Customer is invited to contact Healthy Mind by e-mail at contact@healthymind.fr to express his/her request for a complaint and to allow Healthy Mind to find an amicable solution.

If the request for a complaint is unsuccessful or in the absence of a response from this service within a period of two (2) months, the Customer may submit the dispute relating to the order or the present T&Cs between him/her and Healthy Mind to a mediator who will attempt, in complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution.

The parties to the contract remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

Article 15. Confidentiality

For the purposes of this article, information of any kind communicated in any way whatsoever (orally, in writing or otherwise) directly or indirectly by Healthy Mind, its employees, agents or servants of the Client, its employees, agents or servants, on the occasion of or for the purposes of these T&Cs (hereinafter referred to as the "**Confidential Information**") shall be considered confidential: the source code of the Software, technical information, know-how, ideas, inventions, concepts, software, equipment information, design, drawings, specifications, technical procedures, systems, models, data, source codes, object codes, documentation, diagrams, flowcharts, R&D, plans or business opportunities, Software, projects, prototypes, procedures, procedures and information related to finance, costs, prices, suppliers, Clients and employees.

Information that has been made public through the will of Healthy Mind is not considered Confidential Information. The Client undertakes not to disclose Healthy Mind's Confidential Information without its prior written consent unless such disclosure is required by government entities, law, or court order.

The Client undertakes to ensure that this confidentiality clause is respected by its employees, agents, and agents.

Article 16. Miscellaneous

15.1. Entirety - The invalidity of all or part of a provision of the T&Cs due to a change in legislation or a court decision shall not affect the validity of the remaining provisions. In the event of the invalidity of one of the clauses of these T&Cs due to a change in legislation or a court decision, the other clauses shall remain valid.



16.2. Non-Waiver - The fact that Healthy Mind does not require the Client to perform any of its obligations under these T&Cs at any time shall not in any way affect Healthy Mind's right to require its performance at any time thereafter nor shall it constitute a waiver by Healthy Mind of any other breach of the same or any other provision.

15.4. Jurisdiction - Applicable law - All commercial relations between Healthy Mind and the Client shall be governed by French law. Any dispute relating to these T&Cs shall be submitted, in the absence of an amicable agreement, to the jurisdiction of the Paris Commercial Court, even in the event of a warranty claim or multiple defendants.