

General Terms and Conditions of Sale

Introduction

WEEZEM SAS, a simplified joint-stock company with a capital of € 30,000 registered in the Paris Trade and Companies Register under the number 884 381 575, whose head office is located at 33 rue Félicien David 75016 Paris – France (hereafter the "**Company**") and whose Publication Director is Minh-Viêt PHAM, operates a mobile application that can be downloaded from the App Store and Google Play (hereafter the "**Application**"),

You can contact us at: Postal address: WEEZEM SAS, 33 rue Félicien David, 75016 Paris.
Telephone: +33 6 80 28 93 43. E-mail address: contact@weezem.com

The Application allows any person (hereafter the "**Customers**") to connect with other people and meet new partners for outings, engage in leisure, sports, cultural activities, and/or chatting.

The purpose of the general terms and conditions of sale (hereafter the "**GTC**") is to set the terms and conditions by which WEEZEM SAS provides the Customers with the paid services offered on the Application (hereafter the "**Paid services**"), as well as to define the rights and obligations of the parties in this context.

WEEZEM SAS and the Users are hereafter designated together or individually a "**Party**".

Article 1 - Application - Enforceability of the GTC

In order to use the Paid services of the Application, any Customer must first accept the present General Terms and Conditions of Sale without restriction or reservation. The Customer acknowledges that he/she has been informed, prior to placing his/her order, in a legible and comprehensible manner, of the present GTC and of all the information and details referred to articles L111-1 to L111-7 of the French Consumer Code, and in particular :

- the essential characteristics of the Paid Services,
- the price of the Paid services and any additional charges,
- information relating to the identity of the Company, its postal, telephone and electronic contact details,
- information relating to the legal and contractual guarantees and their implementation procedures,
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to the right of withdrawal (existence, conditions, time limit, methods of exercising this right and standard withdrawal form), the methods of cancellation and other important contractual conditions.

Consequently, the fact that a natural person (or legal entity) places an order on the Application implies full and unreserved adherence to and acceptance of these GTC, which is expressly recognized by the Client, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Company.

The validation of the order implies acceptance of the GTC.

Article 2 - Definitions

Add: action consisting in requesting a User of the Application as a "friend" or accepting a friend request from a User.

Advertising: this term refers to advertisements displayed in Users' news feed on the Application.

Appstore: this term refers to the virtual store where smartphone users can download applications: AppStore for iPhone owners and Google Play for Android phone owners.

Create: action consisting in publishing on the Application an Outing, a Wish or a Group

Friend: this term refers to a User who has accepted a friend request from another User. A User is informed of the activity of his/her friends (creation of an outing or registration to an outing or to a group) through the notifications of the Application.

Group: this term refers to a space created by a User within the Application and allowing to gather in the same place Users who have registered to this space by clicking on "Join". This space includes a specific discussion thread allowing Users registered in the Group to discuss with each other and exchange photos. It also allows Group Users to create Outings or Wishes within the Group that will be displayed to other Group Users and to non-Group Users if the Group is not in Invisible mode.

Individual: this term refers to a natural person using the Application. A natural person using the Application and requesting direct or indirect financial participation from Users in exchange for their participation in at least one of the Outings that he/she has published on the Application will be considered as a Professional and not an Individual.

Invisible mode: this term refers to a type of visibility of an Output or Group created by the User. When a User publishes an Outing or a Group, he/she has the possibility of not making it visible to other Users by clicking on the "Visible to all" button and turning it to red: the Outing or Group he/she has created will then be invisible: it will not be displayed in the news feed of other Users. In order for other Users or Friends to see the Outing or Group created by the User, the User must share it via the sharing feature of the Application.

Messaging: this term refers to the Application's internal messaging system that allows Users to send written messages to each other. Users may send individual messages (i.e. messages between two Users of the Application) or messages as part of a discussion associated with an Outing or a Group. In the latter cases, the messages can be read by all participants in the said Outing or Group.

My Weezem: this term refers to the tab in the Application where Users can access to their content (Groups in which they participate, their Friends, their profile) as well as their settings related to the use of the Application.

One-time purchase: this term refers to the subscription to a service via a one-time payment. Unlike a Subscription, the service subscription is not automatically renewed.

Organizer: this term refers to a User who has published an Outing or a Group on the Application. The Organizer may remove a User from his/her Outings or Groups or appoint one or more Users as Organizer to his/her Outings or Groups.

Outing: this term refers to an activity that has been published by an Organizer and that is displayed in the news feed of Users according to their geolocation. An Activity must have a title, a location and a start time.

Participant: this term refers to a User registered for an Outing or Group.

Paid services: this term refers to services accessible through a paid subscription or through a one-time purchase as defined in these GTC. The content of the Paid services may change at any time at the discretion of the Company. In the event of changes, the GTC will be updated and the Users who will be affected by these changes will be informed before their implementation.

Professional: this term refers to a self-employed person, a self-employed entrepreneur or a liberal profession using the Application or a natural person using the Application and acting on behalf of a legal entity, or a natural person using the Application and requesting direct or indirect financial participation from Users in exchange for their participation in at least one of the Outings that he/she has published on the Application.

Reference location: this term refers to the location used by the Application to display the content to the User (Outings, Wishes or Groups). This location is the location of the device used by the User at the time he connects to the Application. To consult the content available to a different place from his/her current location, the User has the possibility to modify this Reference Location provided that he has subscribed to a paying Subscription.

Register: the act of joining the list of participants in an Outing or Group. Registration for an Outing or a Group is unconditional, provided that the list of participants is not full.

Subscription: this term refers to the subscription to a set of paid services on the Application via the AppStore or Google Play. This subscription is automatically renewed at the end of the initial period chosen by the Customer unless the Customer has cancelled the automatic renewal of his/her subscription. There are two types of paid Subscriptions: Weezem Plus and Weezem Pro.

User: this term refers to a natural or legal person who has opened an account on the Application.

Weezem Basic: this term refers to the set of Services available for free on the Application. Weezem Basic is reserved exclusively to Individuals. Individuals requesting direct or indirect financial compensation in exchange to participation in at least one of their Outings published on the Application are considered as Professionals: as a result, they will not be able to access Weezem Basic and must subscribe to Weezem Pro to use the Application. This obligation does not apply to individual Users who request reimbursement from participants for costs incurred in booking an activity they have proposed, provided that they do not make any direct or indirect profit from the outings they organize on the Application.

Weezem Plus: this term refers to a set of paid Services accessible through a Weezem Plus Subscription. Weezem Plus is reserved exclusively to Individuals. Individuals requesting direct or indirect financial compensation in exchange to participation in at least one of their Outings published on the Application are considered as Professionals: as a result, they cannot access Weezem Plus. They are not allowed to subscribe to Weezem Plus and must subscribe to Weezem Pro to use the Application.

Weezem Pro: this term refers to a set of paid Services accessible through a Weezem Pro Subscription. Weezem Pro is reserved to Individuals and Professionals as defined above. The content of the Paid Services is detailed below. In order to use the Application, Professionals must subscribe to a Weezem Pro Membership.

Wish: this term refers to a publication on the Application made by a User who communicates to other users a wish (e.g.: who wants to play tennis?, who wants to go to the theater?, etc.) or his/her interests. A Wish allows the User to be displayed in the news feed of other Users according to his/her location and to be contacted by other Users who share the same interests.

Article 3 - Purpose of this contract

The use of the Application is mainly free. However, some optional services are available under the condition of the subscription to Paid services described below or a one-time purchase.

Two types of Subscriptions to Paid Services are available:

- Weezem Plus, available only to Individual Customers
- Weezem Pro, available to Individual and Professional Customers, as defined above in the paragraph Definitions.

Individuals requesting direct or indirect financial compensation in exchange to participation in at least one of their Outings published on the Application are considered to be Professionals: as a result, they cannot access Weezem Plus. They are not allowed to subscribe to Weezem Plus and must subscribe to Weezem Pro to use the Application.

Companies other than those falling under the definition of Professionals described above are not concerned by these GTC and are subject to specific GTC.

The table below summarizes the main services available depending on the Subscription. This list is not exhaustive.

Services	WEEZEM BASIC	WEEZEM PLUS Subscription	WEEZEM PRO Subscription
Register to an Outing	5 per month	unlimited	unlimited
Register to a Group	unlimited		
Messaging	unlimited		
Add Friends	unlimited		
Create Outings	1 per week	unlimited	unlimited
Participants of an Outing created by the Customer	max. 10	max. 30	max. 100
Create a Wish	max. 1 (unlimited modifiable)	max. 3 (unlimited modifiable)	max. 5 (unlimited modifiable)
Create a Group	max. 1 (unlimited modifiable)	max. 3 (unlimited modifiable)	max. 5 (unlimited modifiable)
Participants of a Group created by the Customer	max. 100	max. 250	max. 500
Advertising	yes	no	no
Change of the reference location	no	yes	yes
Pro badge on profile, Outings and Groups	no	no	yes

Once the maximum number of outings per month has been reached, the user will have to wait until the 1st of the following month to be able to register again for an outing or, if he/she does not wish to wait, he/she will have to :

- Take out a Weezem Plus or Weezem Pro subscription,
- Or make a one-time purchase to register for any additional outings.

Article 4 – Ordering process

Customers can subscribe to Weezem Plus or Weezem Pro in the Application through My Weezem tab or through an invite in the Application.

The User must then choose his Subscription package (Weezem Plus or Weezem Pro) after having read the content of the services on the page. Once the Subscription option has been chosen, the User can access the available Subscription durations: 1 (one) month, 3 (three) months or 12 (twelve) months. He/she is informed of the corresponding rates depending on the duration. The present GTC can be consulted by clicking on the link displayed on this page.

The User selects the duration of his/her choice by clicking on the chosen duration and then on "Continue". By clicking on "Continue", the User acknowledges having read and accepted the GTC in its entirety, without reservation or restrictions. The User is then directed to the Appstore of his device in order to proceed to the payment of the chosen Subscription. He validates his payment by means of the usual payment procedure of his/her Appstore. The finalization of the online ordering process is equivalent to placing an order.

The one-time purchase of credits to register for an outing when the User's monthly quota of outing registrations has been reached is made in the Application at the time when the User who has reached his/her monthly quota wishes to register for an outing. The User may also purchase credits at any time to register for outings when his/her quota is exceeded from the My Weezem tab in the My Weezem Credits section. Credits purchased via a one-time payment can be used for an unlimited period of time, and the balance of credits purchased can be consulted in the My Weezem Credits section.

Article 5 - Rates

The prices of Weezem Plus and Weezem Pro subscriptions as well as a one-time purchase when the monthly quota for outings is reached, at the time of writing are listed below.

The amounts are indicated without tax (HT) and with tax included (TTC). The amount including all taxes is calculated according to the VAT in force at the time of the present GTC online, which is 20%. In the event of a VAT increase, the amount including all taxes of the Subscriptions will be automatically adjusted by applying the new VAT rate to the amount excluding VAT of the Subscription.

		Subscription duration		
		1 month	3 months	12 months
WEEZEM PLUS	HT	8,33 €	20,83 €	49,99 €
	TTC	9,99 €	24,99 €	59,00 €
WEEZEM PRO	HT	33,33 €	82,50 €	249,17 €
	TTC	39,99 €	99,00 €	299,00 €

	Tarif HT	Tarif TTC
ONE-TIME PURCHASE	2,08 €	2,49 €

The rates indicated above are subject to change at any time: the rates displayed on the Appstore at the time of subscription to the Paid services or at the time the one-time purchase is made are those to be taken into account, the above rates being mentioned only as an indication.

The Company reserves the right to modify the rates as well as the duration of the Subscriptions at any time, Users who would be adversely affected by such modifications due to their current Subscription, will be informed at least 30 days before they come into force to their: these Users will then be able to cancel their current Subscription: they may also request a prorata temporis refund of the remaining duration from the date of last use of the Application after having been notified of the changes until the expiration of their current Subscription. Use of the Application after having been informed of these changes constitutes acceptance of the new GTC and a waiver of the possibility of terminating the Subscription and requesting reimbursement for the non-used period.

Promotional offers and free trial offers may be offered to Users by the Company. To benefit of these offers, the Customer must subscribe to Weezem Plus or Weezem Pro, the price will take into account these promotions or free trials. These offers can be consulted in the Appstores at the time of Subscription. Unless otherwise stated, these promotional and trial offers are subject to these GTC. The rates taken into account for these promotional offers are those mentioned in the Appstores at the time of subscription by the Customer and they are the only ones that are valid. The Customer may not take advantage of any other promotional rate mentioned outside the Appstores, nor of any other rate mentioned in the Appstores at a time different than the time of his/her Subscription.

Article 6 – Billing and payment methods

The billing of Weezem Plus or Weezem Pro and of the one-time purchases is done directly in the AppStore (AppStore for iOS phones or Google Play for Android phones). The payment is managed directly by Apple for the AppStore or Google for Google Play. The Company does not intervene in any way in the payment process and does not collect any data in this context. The Company has no control over the payment, the transfer of funds or the change of currencies and the fees inherent to these operations. The Client acknowledges that the Company shall not be liable for any problems related to payments made through entities outside the Company, which are solely responsible for the entire payment process.

Invoices are managed directly by the Appstores: Client who wishes to receive an invoice must contact the Appstore or retrieve his/her invoice in the Appstore interface.

Payment terms are defined by the Appstores. Payment is made in advance, i.e. at the beginning of each Subscription period chosen by the Customer. As long as payment has not been made in full and recorded in the Company's accounts, the Paid services will not be accessible by the Client.

Article 7 - Delivery

Once the payment has been made through the Appstore and transferred to the Company's account, the User can immediately take advantage of the Paid services to which he/she has subscribed: his/her Subscription takes effect immediately for the chosen duration as of the date of collection recorded on the Company's bank account or, in the case of a one-time purchase, the User can immediately use his/her credit to register for an outing.

The Client must check before ordering that his/her equipment (smartphone and internet network) is compatible and/or sufficient to access the Paid Services.

Furthermore, in the event of a problem preventing the immediate use of the Paid services after the effective payment of the Subscription, the Client must notify the Company's Customer Service Department after having first verified that this problem is not attributable to his/her equipment or to another problem independent of the Company. If the inability to use the Paid services is attributable to the Company, the Company undertakes to implement all necessary means to resolve this problem as soon as possible. Under no circumstances this inability to use the Paid Services will give rise to any compensation. The duration of the Subscription taken out by the Client may then be extended by the number of days corresponding to the duration of inaccessibility of the Paid services in the case of a fault attributable to the Company.

Article 8 – Duration, unsubscription from Paid services and renewal

Subscriptions are taken out for the period chosen by the Customer. The Customer who wants to cancel his/her Subscription must contact the Appstore where he/she paid for his/her Subscription by. It is the Customer's responsibility to check with the Appstore the conditions needed to cancel his/her Subscription and to claim a refund. In case of termination of the Subscription, which only the Appstore can decide, the Paid services will be terminated in whole or in part in accordance with the guidelines communicated by the Appstore to the Company. Any refunds are the responsibility of the Appstore. The Company will not process or accept any termination request made directly to the Company by the Customer. No refunds will be made by the Company in the event of termination of the Paid services requested by the Customer.

At the end of the term of the Subscription chosen by the Customer, the Subscription will be automatically renewed by tacit agreement according to the terms and rates in effect at the time of renewal for the same duration as the initial Subscription. The Customer may cancel the automatic renewal of his Subscription at any time through the usual interface of his Appstore (AppStore or Google Play) or by clicking on the "Manage my Subscription" button in the Application and following the instructions. Once the automatic renewal is cancelled, the Customer will continue to benefit from the Paid services until the end of the duration initially chosen for his/her Subscription: at the end of the Subscription duration, the Customer have to subscribe again if he/she wants to continue to benefit of the Paid services.

If he/she wants to benefit of the Paid services without interruption, the Customer must renew his/her Subscription before the end of the duration of his initial Subscription in case he/she has cancelled the automatic renewal of his/her Subscription. The Company will not be liable for the consequences of the interruption of the Paid services (e.g. loss of one or more Groups or loss of participants in a Group) if the Customer has not renewed his/her Subscription in time before the expiration of his/her initial Subscription term.

One-time purchases are neither refundable nor transferable to another User.

Article 9 – Withdrawal rights

In accordance with article L. 121-21 of the French Consumer Code, the Individual User who has subscribed to Weezem Plus or Weezem Pro or who have made a one-time purchase to register for an outing has the right to withdraw from this contract without giving any reason within fourteen (14) days. The withdrawal period expires fourteen (14) days after the day on which the user has subscribed to Weezem Plus or Weezem Pro or has made his/her one-time purchase.

To exercise his/her right of withdrawal, the Individual User must:

- not use the Paid services provided under the Subscription or the one-time purchase before the expiry of the 14-day period,
- notify the Appstore with which he/she has subscribed to Weezem Plus or Weezem Pro or made his/her one-time purchase of his/her decision to withdraw from the order by means of an unambiguous statement and in the manner defined by the Appstore. No request related to the exercise of the right of withdrawal will be processed directly by the Company and no refund will be made to the Customer by the Company in this context.

In order for the withdrawal period to be respected, the User has to transmit his/her communication relating to the exercise of the right of withdrawal to the Appstore before the expiration of the withdrawal period.

In case of withdrawal of the order, all payments received, except if the Customer has started to use the Services before the withdrawal period, will be refunded directly by the Appstore through which the Customer has subscribed to the Paid services and according to the means

and modalities defined by the Appstore. The entire withdrawal procedure is managed by the Appstore via which the Customer has subscribed to the Paid services or has made his/her one-time purchase. The Company will not be held responsible for any reimbursement difficulties encountered by the Customer with the Appstore and will not process any withdrawal request sent to it.

If the Customer wishes to use the Paid services to which the Subscription or his/her one-time purchase gives access before the end of the 14-day withdrawal period, the Customer may not exercise his right of withdrawal.

The right of withdrawal only concerns the Services provided by the Company. Any request for withdrawal related to an order placed with a third party or a partner of the Company with whom the Customer has been put in contact must be made to this third party or partner.

Article 10 – Personal data

The Company undertakes to guarantee its Clients respect for their privacy, as well as the security and confidentiality of the data and information communicated to it.

As part of the management of personal data, the Company provides the Client with all the information relating to the conditions of processing of this data and the rights available to the Client.

This information is available on the Company's website under the heading "Privacy Policy" at <https://www.weezem.com/documents/privacy-policy-en>

Article 11 - Guarantees

The Company is legally bound to the legal guarantee of conformity under the conditions of articles L.217-4 to L.217-12 of the Consumer Code and to the guarantee of hidden defects of the Civil Code under the conditions of articles 1641 to 1648 and 2232 of the Civil Code.

The Company undertakes to provide the Paid services diligently and in accordance with the rules of the trade. The Company has an obligation of means, to the exclusion of any obligation of result, which the Customers expressly acknowledge and accept. Paid services are subject to the same exclusions of guarantees as those described in the Terms of Use that the Customer has accepted by creating an account on the Application.

Article 12 - Remedies

The present GTC are governed by French law.

For individual Customers, these GTC, as well as all contractual relationships that may arise from them, are subject to French law. In the event that a dispute arises between the Parties, the Customer has the right to have recourse free of charge to a consumer mediator for the amicable resolution of the dispute in accordance with Articles L152-1 of the Consumer Code. A list of approved mediators is available on the website of the mediation of consumption accessible at the following address: <https://www.economie.gouv.fr/mediation-conso/liste-des-mediateurs-references>.

In the absence of an amicable solution between them, in particular through mediation, the competent courts may be seized by the most diligent party. In the event of a dispute concerning the validity, interpretation and/or execution of these General Terms and Conditions of Sale, the Parties agree that the courts of Paris shall have exclusive jurisdiction to rule on the matter, except in the case of mandatory procedural rules to the contrary.

For Professional Customers, any dispute relating to the interpretation and execution of these General Terms and Conditions of Sale is subject to French law. In the event of a dispute, the parties undertake to make a prior attempt at amicable resolution. If no amicable resolution is reached, the dispute will be brought to the Commercial Court of Paris.

Article 13 - Language

In the event there is a discrepancy of these GTC and any translated copies, the language of interpretation shall be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

Entry into force

Entry into force

The present General Terms and Conditions of Sale came into force on April 15, 2024.