

GENERAL TERMS AND CONDITIONS FOR THE ONLINE SALE OF SERVICES ON THE IZNEO WEBSITE AND APPLICATION

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These general terms and conditions are a legally binding agreement between the Company IZNEO, a simplified joint-stock company (SAS) with a capital of 660,000 euros whose headquarters is located at 11 rue René Goscinny, PARIS 75013, registered with the Paris Trade and Companies Register under the reference number 522 564 392, which does business as “IZNEO,” and “the User” of the website www.izneo.com (which will be referred to here as “the Website”) and/or the Application available for free download from app stores and accessible via the Nintendo Switch and Android TV (referred to here as “the App”). By using the Service, you (the User) agree that you are an adult or the legal representative of a minor capable of entering into this Agreement and that you have read, understood and agree to be bound by this Agreement.

PREAMBLE

- As used here, the term “Subscription” means an offer that allows the User who has registered for the Service and paid for the Subscription to access a catalog of Products determined by the Publishers. The Subscription offer will last 30 (thirty) calendar days and will be automatically renewed unless the User cancels the service as indicated in article 2.1.3. One month of Subscription is defined here as a period of 30 calendar days starting from the date that the User registers for the Subscription. Several subscription offers are currently available via the Website and the App which gives the User access to a catalog of Products.

- The term “Gift Card” is understood to mean a service that allows Users to credit the top-up account of the person of their choice (the Beneficiary) with the amount of their choice. The possible Gift Card amounts are determined by IZNEO. The Beneficiary of the Gift Card may transfer the gifted amount to his or her account using a confidential code and may then spend the Gift Card amount on the Website or the App to purchase Products at the prices listed on the Website and the App. Gift Cards are valid for one (1) year. A Gift Card may not be used to pay for a Subscription.

- The term “Publisher” is understood to mean the legal entity that has granted IZNEO the rights to distribute and publish its digital works on the Website and the App. The Publisher alone determines whether its Products will be included in the services offered by IZNEO (Subscription or one-time payment) and – in France – determines the price of these services as they are described in article II.

- The term “Application Player” means the reader that enables Users to download the Product’s encrypted file on the memory of the User’s Reading Device, thereby enabling the User to view the Product within the downloaded App only.

- The term “Izneo Web Player” is understood to mean the platform that enables “continuous reading” of the Product, which is IZNEO’s service that enables the User to view the Product from the Website. The Product is displayed by streaming and the Product’s file is not reproduced or downloaded on the permanent memory of the User’s Reading Device.

- The term “Product” means a Publisher’s digital work that is available to Users on the Website or the App upon payment for a Subscription or in exchange for a one-time payment.

- The term “Reading Device” means any fixed or mobile device that enables Users to access the Website or download the App and thereby view the Products.

- The term “Website” means IZNEO’s website, which can be accessed at the following URL: www.izneo.com.

I- PURPOSE

1.1. The purpose of these general terms and conditions is to determine the use of the Website and the App by the User and the contractual agreement between IZNEO and the User for all of the User’s transactions for the services offered on the Website and the App.

1.2. All use of the Website and the App implies full and unconditional acceptance of these general terms and conditions.

Unless IZNEO has granted prior written permission, no special conditions may overrule these general terms and conditions. IZNEO is not bound to any contradicting conditions laid down by the User unless IZNEO has provided prior written acceptance. Any exemptions accepted by IZNEO apply only to the specified sale in question. IZNEO may not be held responsible for failure to read these general terms and conditions. IZNEO reserves the right to modify these general terms and conditions as well as the Products offered at any time.

In this event, the applicable terms and conditions will be the terms and conditions from the date that the User confirmed the order.

For each order on the Website or the App, Users must confirm their acceptance of the current general terms and conditions applicable on the order date.

II – SERVICES OFFERED

2.1. Services available via the Website and the App

IZNEO’s service enables Users to access a platform, via an electronic communication network and the IZNEO Web Player and App Player developed by IZNEO, which gives Users the possibility to purchase the right to view one or several Products on a Reading Device in exchange for payment (either a one-time payment or payment for a Subscription) in the User’s private home environment.

Full viewing of the Product will only be possible once the User has paid for viewing access of the Product or for IZNEO’s Subscription offer.

Access to Products is limited to 5 Reading Devices (fixed IP addresses) for each User Account for online reading.

IZNEO’s services also give the User the possibility of crediting a Beneficiary’s top-up account by using a Gift Card.

2.1.1. “One-time payment”: The price for viewing access of each Product is determined by the Publisher for each of its Products and will be listed on the Website and the App. Upon payment, the User will be able to view the Product in the User’s virtual library called “My Library” on the Website and the App and will be able to view the Product as many times as he or she wishes while the service is available on the Website and the App.

2.1.2. "Subscription": The Subscription price is determined by IZNEO and will be listed on the Website and the App. The Subscription is valid for one month and will be automatically renewed unless the User cancels it at least 48 hours before the end of the Subscription's term.

Each Publisher develops its own subscription offer from its digital works and determines the price for this subscription. IZNEO then creates the Subscription by choosing from among the Publishers' subscription offers. **The price of the Subscription corresponds to the total of the Publishers' subscription offers included in the Subscription.**

The prices of the Publishers' subscription offers are as follows:

RUE DE SEVRES 0,19€
BAYARD 0,39€
BAMBOO 0,59€
JUNGLE 0,19€
LES HUMANOIDES ASSOCIES 0,88€
ANKAMA 0,39€
DARGAUD / URBAN COMICS 2,89€/0,39€
DUPUIS 2,19€
DARGAUD LOMBARD under the name "Le Lombard" 1,89€

Once the User has signed up for the Subscription, he or she will have the right to access all of the Products available in the Subscription catalog, keeping in mind that the Subscription catalog will be modified regularly. The Products available in the Subscription catalog can be found in the "Subscription" tab on the Website's "Home Page."

After signing up for the Subscription, the User may access the Subscription via the Website or the App on all major Reading Devices.

On the Website, the User may access all of the Products in the Subscription catalog by clicking on the read button in the album description and viewing the selected Product via the Izneo Web Player.

Using the App, the User may access all of the Products in the Subscription catalog by selecting them in his or her virtual library.

IZNEO reserves the right to modify the content of the Subscription catalog at any time. IZNEO may therefore decide to remove or add the Products that are available to Users.

The User may view all Products in the Subscription catalog during the entirety of the Subscription period as long as the Product is available in the Subscription catalog.

To cancel the Subscription, the User must go to his or her User Account in the "My account" section on the Website only and click on "Cancel my Subscription." The Subscription will be cancelled at the end of the current Subscription term as long as the User has notified IZNEO at least 48 (forty-eight)

hours before the Subscription term ends. If this notification deadline is not respected, the Subscription will be renewed in full.

If IZNEO fails to fulfill its obligations as specified in the general terms and conditions, the User may cancel the Subscription without prior notice and without compensation in IZNEO's favor.

In the event of any unjustified behavior indicating inappropriate or unauthorized use of the Subscription on the part of the User, IZNEO may close the User's Account after informing the User.

2.1.3. "Gift Card": Users may credit a Beneficiary's account with a Gift Card of one of the amounts as specified by IZNEO and listed only on the Website.

When ordering a Gift Card, the User must provide IZNEO with the Beneficiary's valid email address.

Upon payment of the Gift Card, IZNEO will send the Beneficiary a confidential code by email. This code will enable the Beneficiary to transfer the amount of the Gift Card to his or her top-up account via the Website only.

If the Beneficiary does not have a User Account on the Website, the Beneficiary must create an account in order to use the Gift Card. Upon creating his or her account, the Beneficiary must accept and subsequently comply with IZNEO's general terms and conditions.

The credited amount may then be used throughout the Website, but may not be used to pay for a Subscription.

2.2. Evolution of the service

IZNEO reserves the right to modify and improve the Website, App, Products, its services and these general terms and conditions as it deems necessary or useful, or in order to comply with changes in legislation, without having to provide justification to the User and without being held liable by the User. To this end, IZNEO may terminate any service offered on the Website or the App at its discretion, provided that IZNEO gives prior notice thirty (30) days before the termination of the service in question. IZNEO may not be held liable for such a decision in any way. If the User continues to use IZNEO's services, these modifications and changes will be considered to be acceptable to the User.

Furthermore, the catalog of Products available on the Website and the App is dependent on contracts with the Publishers and may therefore be subject to change. IZNEO cannot guarantee the availability of a certain Product in the catalog. Similarly, IZNEO cannot guarantee the continued availability of a certain Product in the catalog on the Website and the App. IZNEO may in no way be held responsible for removing or disabling access to Products in the catalog.

However, IZNEO ensures that access to Products that have been removed or disabled will remain available to Users that paid the one-time fee for viewing access or the Subscription for the Product in question before the date of said Product's removal from the catalog. Similarly, in the event that a Product is removed from the Subscription catalog when a User had started viewing the Product in question, IZNEO ensures that the User will continue to have access to this Product for a period of 30 (thirty) days, as long as the User's Subscription is valid.

2.3. Availability of the service

Users should be able to access IZNEO's service 24 hours a day, 7 days a week, all year long, except in the case of force majeure or maintenance procedures. However, in the event of urgent circumstances, IZNEO reserves the right to temporarily block access without prior notice and without compensation and may not be held liable for any resulting damages.

III – ORDERS

3.1. Creating a User Account

In order to use the services available on the Website and the App, Users must first create a User Account by filling out the form in the "Create a User Account" section. Beneficiaries that would like to use the credit from a Gift Card must also create a User Account. In order to create a User Account, Users must fill out all of the requested fields of information. Users must then confirm their registration by checking the box "I declare that I have read and accept the Terms of Use and the General Terms and Conditions for the Online Sale of Services on the IZNEO Website and Application."

It is impossible for IZNEO to verify the accuracy or the veracity of the information provided. The User thereby recognizes that he or she is liable for any erroneous, incomplete or false information with regard to IZNEO and third parties. In the event that erroneous, incomplete or false information is provided (or the User fails to update this information), IZNEO may decide to suspend or remove the User's Account, with immediate effect and without prior notice.

When a User Account is created, the User chooses a username and password in the fields provided. The User is solely responsible for the confidentiality and the security of his or her User Account, username and password necessary to log in and access the User Account and IZNEO's services. The User must take the necessary precautions to prevent third parties from accessing the User's username and password. Each order placed by a User who has logged in with a valid username and password will be processed by IZNEO and said User will be liable for this order unless the User can prove that false identification was the result of a failure on IZNEO's part.

3.2. Placing an order on the Website or App

Orders placed from the App will be done via the app stores of the different Reading Devices and will be subject to these app stores' general terms and conditions of sale.

3.2.1. Purchasing access to a title

To purchase access to a title on the Website, the User should follow these steps:

- The User logs in to his or her User Account using the username and password that the User chose when creating the User Account,
- The User selects the Product(s),
- The User confirms the order after double-checking the selection,
- The User pays for the order,
- The User confirms the order and payment.

The User may decide to give the Product(s) as gifts by checking the “Yes, I would like to make this a gift” box when placing the order. The User must then enter the Beneficiary’s email address and a personal message.

An email will then be sent to the Beneficiary with the code needed to access the gifted Product on the Website.

3.2.2. Purchasing a Subscription

To purchase a Subscription, the User should follow these steps:

- The User logs in to his or her User Account using the username and password that the User chose when creating the User Account,
- The User clicks on the banner of the Website’s home page which redirects the User to the Subscription page,
- The User confirms the order after double-checking the total amount,
- The User pays for the order,
- The User confirms the order and payment.

Once the order has been confirmed, the User may access the Products by following these steps:

- From the Website:

The User logs in to his or her User Account using the username and password that the User chose when creating the User Account.

The User accesses the Subscription catalog by clicking on the “Subscription” section of the Website.

The User clicks on the read button of the Product that he or she would like to view.

The User views the Product directly via the Izneo Web Player.

- From the App:

The User logs in to his or her User Account using the username and password that the User chose when creating the User Account.

The User accesses the Subscription catalog by going to the “My Library” section.

The User may then view the Product directly via the App Player on all Reading Devices to which the User has downloaded the App.

3.2.3. Ordering a Gift Card

To order a Gift Card, follow these steps:

- The User logs in to his or her User Account using the username and password that the User chose when creating the User Account,

- The User selects the Gift Card amount from among the listed amount possibilities,
- The User provides the Beneficiary's valid email address,
- The User double-checks and confirms the order,
- The User pays for the order,
- The User confirms the order and payment.

An email will then be sent to the Beneficiary with the confidential code that the Beneficiary must enter on the Website to access the Gift Card. The Beneficiary must therefore either log in to his or her User Account or create a User Account.

As long as the Gift Card's code has not been activated by the Beneficiary, the User may change the email address by visiting his or her IZNEO profile history.

Order confirmation means that the User has read and accepts these general terms and conditions and waives the right to all other conditions. All of the information provided and the order confirmation will act as proof of the transaction. The confirmation will act as a signature and full acceptance of the transactions. Once IZNEO receives authorization to debit the User's bank account, IZNEO will send confirmation of the order to the email address provided when the User created the User Account.

The order will not be definitively confirmed until receipt of this email providing the IZNEO order reference number, summarizing all of the information provided by the User and including any difficulties or reservations related to the order (if applicable), such as availability of ordered items, shipping deadlines or the selected payment method.

3.3. Withdrawal

In accordance with article L221-28 of the French Consumer Code (*Code de la Consommation*) and given the nature of the Services and Products provided, the User does not have the right to withdraw the one-time purchase of access to a title or the purchase of a Subscription. The User recognizes and formally accepts that he or she does not have any withdrawal rights related to online or distance selling. Upon receipt of the email confirming the User's right to access a Product or Subscription, the User may no longer exercise his or her withdrawal right. The IZNEO service comes into effect as soon as the User views the Product for the first time on the Website or the App. The User may not cancel the transaction once the order has been confirmed by email.

3.4. Payment

3.4.1. Prices

3.4.1.1. The User may pay for the order in euros or any of the currencies listed at the time of the order. Prices listed on the Website and the App include all applicable taxes on the date of the order. Any changes in tax rates will be reflected in the prices of the Products or the Services. The User must pay in the currency indicated on the order confirmation and/or bill.

IZNEO reserves the right to change the prices for access to its Products at any time, although only the price listed on the Website or the App on the order date will be applicable to the User. The User will receive written confirmation of the total amount paid and any related fees at the time of the order or upon viewing the Product at the latest.

3.4.1.2. IZNEO reserves the right to modify the price of the Subscription in accordance with the prices of the Publishers' subscriptions.

IZNEO will send an email to the address provided by the User upon registration to inform the User of any price increases at least 15 (fifteen) days before the price increase goes into effect. In the event that the User does not accept this price increase, the User may cancel the Subscription via his or her User Account on the Website. This cancellation will take effect at the Subscription's next term end date.

Unless the User cancels the Subscription, the new price will apply as of the Subscription term following the implementation of the new price.

3.4.2. Payment methods

Payment is due at the time of the order.

The User will be unable to view the Products in their entirety before paying the one-time payment cost of the Product or the cost of the Subscription in full.

The User may request to receive a paper version of the bill. Debit and credit cards with a set limit for a given period of time may prevent the order from being processed.

3.4.2.1. Debit cards and payment on telephone bills

Users may pay using any of the following payment methods:

- debit card using INGENICO (INGENICO's general terms and conditions of use can be found on the www.ingenico.com website)
- PAYPAL (PAYPAL's general terms and conditions of use can be found on the www.paypal.com website)
- the system provided by ORANGE (ORANGE's general terms and conditions of use can be found on the www.orange.fr website)
- the system provided by HIGHCONNEXION (payment on the telephone bill offered by SFR and BOUYGUES, HIGHCONNEXION's general terms and conditions of use can be found on the www.highconnexion.com website)

IZNEO reserves the right to verify personal data provided by the User and to take any necessary measures to verify that the card debited does indeed belong to the same person who placed the order. To this end, IZNEO may ask the User for proof of identity and/or a bank document. Should the User fail to respond to such a request within a period of 2 (two) days after receipt of IZNEO's request, the order in question will be automatically cancelled. Such a cancellation may not be contested at a later time.

IZNEO may save the User's bank information if the User checks the relevant box when placing the order.

3.4.2.2. IZNEO's top-up account or "Wallet"

The User may create a top-up account from his or her User Account on the Website or the App, which enables the User to pay for the right to access the ordered Products provided the top-up account has sufficient funds. The User can credit this top-up account using any debit card. The top-up account balance must always be positive. If the top-up account balance does not have sufficient funds to pay for the Product, the User may credit the exact amount of the price of the Product or credit his or her top-up account with a set amount ranging from 5€ (five euros) to 100€ (one hundred euros).

The account is valid for a period of one year from the last time the User used the top-up account. Beyond this period, the balance of the top-up account can no longer be used by the User and the balance cannot be reimbursed in any way.

The Beneficiary of a Gift Card will receive the amount of the Gift Card in his or her IZNEO top-up account. The Beneficiary may use this amount to buy Products, but cannot use the Gift Card to purchase a Subscription.

3.4.2.3. Discount codes

Users with a discount code for one or several Products may enter the code in their "My account" space at www.izneo.com in the "Discount code" field to benefit from the discount.

3.4.2.4. The specific case of Subscriptions

Users pay for Subscriptions with a debit card using secure online payment via Ingenico ePayments. This service will save the User's bank information to facilitate automatic monthly debits for the Subscription.

When signing up for the Subscription, the User must check the box that authorizes the bank to automatically debit the cost of the Subscription each month.

3.5. Proof

IZNEO archives all purchase orders and bills in a reliable and durable format that guarantees a faithful copy of these records. IZNEO's digital records will act as proof of communication, orders, payment and transactions for all parties.

IV - CONTENT

4.1. Use of content

Before viewing the Products or signing up for a Subscription on the Website, the User must first agree to IZNEO's Terms of Use, paying special attention to the Rules of Use.

The Products are works protected by national and international copyright law and may only be viewed in a private setting, free of charge and according to the provisions described in these general terms and conditions.

All one-time payments or Subscription payments give the User the right to access the Product's digital file on all Reading Devices that exist on the date of payment and are defined on the Website,

subject to the conditions described in Section II, Paragraph 1 of these general terms and conditions and on the Website.

The User agrees to respect the copyrights and the rights of the Publishers of the Products and therefore will not attempt to circumvent or damage the technical measures protecting the digital files to which the User has access or any related measures. In the event that legislation is not respected in a foreign country where the content is accessible, IZNEO cannot be held liable.

Any use of the Products other than the conditions authorized in these general terms and conditions is considered counterfeit and the User will be prosecuted to the fullest extent of the law.

4.2. Intellectual property

All of the elements of the Website or the App, from graphic elements (such as the comics and any of the site's graphic content) to technical elements (including the App Player and Web Player) are protected by copyright, trademarks and all other intellectual and industrial property rights.

IZNEO is the exclusive rights holder of all intellectual property and exploitation rights of all of the graphic and technical elements of the Website and the App. Any reproduction, use or diffusion of any kind, even partial, of any of the Website's elements (including all graphic, visual, sound or technical elements and especially the software) is strictly forbidden and will be prosecuted to the fullest extent of the law.

Any hyperlink to the Website or the App is strictly forbidden without IZNEO's specific written approval and must be removed immediately upon IZNEO's request.

V- PRODUCT COMMENTS

Users have the ability to comment on and evaluate the Products in a dedicated space on the Website and the App.

IZNEO monitors all comments regarding the Products and has the right to decide which comments will be published.

Furthermore and in accordance with the law, IZNEO reserves the right not to publish comments that infringe upon the rights of third parties, especially:

- messages that are insulting, libelous, prejudicial or racist; messages that are violent or pornographic in nature; messages that infringe upon the privacy or dignity of a third party, gender equality, or the protection of children and adolescents;
- messages that encourage crime and/or the consumption of illegal substances; messages that incite discrimination, hate or violence; and
- messages that do not respect a third party's intellectual property rights.

An automatic notification will be sent to any User who writes such a Comment. The User may not file a complaint against IZNEO for this notification.

Comments will only be published on the Website or on the App after being approved by IZNEO. IZNEO does not guarantee the amount of time needed to approve proposed comments.

The User grants IZNEO the non-exclusive and transferable right to use comments published on the Website or the App free of charge.

The User authorizes IZNEO to reproduce all or part of the User's comments in any graphic format as well as any existing or future recording medium including (but not limited to) any servers, hard drives (removable or otherwise), memory cards or any similar media, format or any other existing or future method for recording, saving, relaying or downloading related to the Website or the App.

The User also authorizes IZNEO to translate any comments and to reproduce the translations of these comments in any graphic format as well as any existing or future recording medium cited above in order to make the Website and the App available in different languages. This right includes the ability to make modifications, in accordance with the User's moral rights, to the comments in keeping with the graphic charter of the Website and the App and/or to make the comments compatible with technical specifications or relevant formats for their publication on the Website or the App.

This also includes the right to technically adapt comments in order to incorporate them into the Website or the App and specifically, to synthesize comments to be shared via tools such as Facebook or Twitter, which the User expressly authorizes.

VI – RESPONSABILITY

6.1. Accessibility

The User recognizes that he or she is aware of the limits of the Internet network and quality. IZNEO cannot be held liable for the speed with which the Website is accessed from other websites, the speed of the Website's pages, the speed with which Products are viewed, external reductions in speed, suspended or inaccessible services available on the Website or fraudulent use by third parties of all content available on the Website.

6.2. Security

It falls to the User, like all Internet users, to protect his or her devices, in particular against any form of viruses and/or intrusion attempts. IZNEO cannot be held liable for damages resulting from using the Internet, including (but not limited to) loss of data, intrusion, viruses, interrupted service, or other involuntary problems.

The User is solely responsible for the installation, use and maintenance of the technical equipment necessary to access the Website and the App. IZNEO cannot be held liable if its proposed services are not compatible with or malfunction with certain software, configurations, operating systems or the client's hardware.

6.3. Use

The User is solely responsible for his or her use of the Website and the App. As such, IZNEO may not be held liable for actions or use of the Website that constitute a violation of legal provisions related to the protection of a third party's privacy or preexisting intellectual property rights, either by the User or by third parties. In the event that a third party may attempt to hold IZNEO liable for a User's non-compliant use of the Website, the App and other services offered, IZNEO reserves the right to hold the User in question responsible.

Hyperlinks may direct Users to other websites. IZNEO may not be held liable in the event that the content of these other websites violates third-party rights or more generally, legal provisions or applicable regulations.

VII – PERSONAL DATA AND COOKIES

Certain information is required for distance selling. This information is necessary to create a User Account, use the Website's Service and App, access the Products and enable billing. Failure to provide this required information will result in the order's cancellation on the Website or the App.

For more information regarding the protection of Personal Data, refer to the [Data Protection and Privacy Policy](#).

VIII – MISCELLANEOUS

8.1. Customer service

For any questions or difficulties related to the use of the Website and the App, including requesting assistance regarding the use of the service or a question related to an order, billing or Product delivery, please contact customer service by sending an email to the following address: webmaster@izneo.com.

8.2. Deactivation of User Accounts

IZNEO reserves the right to deactivate a User's Account without prior notice and without compensation in the following cases:

- the User fails to respect any of the provisions of these general terms and conditions,
- the User fails to pay an amount due,
- the User acts against IZNEO's interest, especially in the event of file pirating and/or any behavior constituting illegal use of IZNEO's service and the content of the Website or the App,
- the User provides false information upon creating his or her User Account.

Users who wish to deactivate their User Accounts may do so by sending IZNEO a certified letter with return receipt request to the following address:

IZNEO

Webmaster

11 rue René Goscinny

75013 PARIS

IZNEO will then deactivate the User Account in question within a period of 2 work days upon receipt of the letter.

8.3. Applicable law and disputes

In the event of a dispute, jurisdiction will be granted to Paris's court system as the applicable law is French law.

In the event that any of the provisions included in these general terms and conditions should be declared invalid, the provision in question shall be declared unwritten. Such a declaration shall in no way affect the other provisions' validity.