

GENERAL TERMS AND CONDITIONS OF SALE

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Article 1. Conclusion of the Contract

These General Terms and Conditions of Sale govern the sale by VIREO S.à r.l., the Service Provider, trading under the trade name Edonys, of a Package of Application Modules protected by copyright pursuant to national provisions in force. The Service Provider grants the Customer a limited, non-assignable, non-transferable, revocable and non-exclusive right of access and use in the form of a Licence Plan in exchange for the payment of a fee stipulated in the Special Terms and Conditions.

Additional terms and conditions define, apply to and supplement these General Terms and Conditions of Sale. If these additional conditions are incompatible with these General Terms and Conditions of Sale, the additional conditions will always take precedence over these General Terms and Conditions of Sale. All the conditions forming an integral part of and constituting the Contract are :

- These [General Terms and Conditions of Sales](#).
- The **Special Terms and Conditions** (order form).
- The **BtoB European Direct Debit Mandate(s)** (mainly used as part of the JoyPro Application subscribed to by a Merchant),
- The [Licence Plan Conditions](#).
- The [Maintenance of the Package of Application Modules](#).
- The [Privacy Policy](#).
- The [Features](#) (specific to each Software subscribed).

Any Licence Plan will be considered as firm and definitive upon signature by the Customer of the Special Terms and Conditions acting as an order form. The Customer undertakes to read carefully all the conditions of the Contract before subscribing to VIREO S.à r.l. and acknowledges that any subscription to a Package of Application Modules forming an integral part of the Licence Plan implies acceptance of these conditions.

Article 2. Contract Duration

The Term of the Contract, specified in writing in the Special Terms and Conditions, takes effect from the date on which it is signed (the Start Date). The Contract is automatically renewed at its end for an identical Term, unless one of the Parties sends the other Party notice of termination by registered letter with acknowledgement of receipt at least six (6) months before its Renewal Date.

Article 3. Execution of the Contract

The Service Provider grants the Customer a non-exclusive and non-transferable Licence Plan for the use (execution, modification, execution after modification) of the Package of Application Modules hosted on its Cloud Platform with known features.

The Service Provider warrants that it has the power and authority to enter into and perform the provisions of the Agreement. It warrants that the Package of Application Modules, included in its Licence Plan, complies with the descriptions and features set out in the Appendix(es) relating to the [Features](#) and specific to the Licence Plan subscribed to.

The Package of Application Modules set out in the Licence Plan is only available on the Service Provider's Cloud Platform. Unless otherwise agreed between the Parties, the Customer may require the data to be hosted locally on its own system infrastructure (Self-hosting).

Access to the Cloud Platform is only possible remotely from any territory and medium (computer, tablet and smartphone) in at least two (2) languages : French (FR) and English (EN). The Cloud Platform is managed and maintained entirely by the Service Provider.

To access the Cloud Platform, each User must create a personal account with secure identification. Access is by name only and is intended for use by the User only :

- Personal and limited to their Household if Users are Employees, End Customers and/or Private Individuals ;
- Professional if Users are Staff or Administrators.

Each Application and Application Module has its own purpose and specific features. In addition, they are intended for one or more specific categories of Users and Beneficiaries. All utilities and features are detailed in the [Licence Plan Conditions](#) Appendix.

Article 4. Maintenance of the Package of Application Modules - Bug fixing and Support

The Service Provider reserves the right to update its Cloud Platform and each of its Softwares at any time. In the case of Self-hosting, the Service Provider undertakes to notify the Customer of any updates to the Package of Application Modules or to a particular Application prior to deployment under the Customer's responsibility.

Given the specific nature and complexity of each Application and each Application Module, the Service Provider undertakes to make every reasonable effort to ensure and maintain a high level of availability, maintenance, security and updating of its Cloud Platform and/or its Softwares by providing assistance in correcting Bugs.

This article is supplemented by the provisions of the [Licence Plan Conditions](#) and [Maintenance of the Package of Application Modules](#) Appendices.

Article 5. Price

All the amounts indicated in the Contract are due during and for the Term of the Contract. They are expressed in euros (€) or in percentages (%) exclusive of value added tax (VAT).

Payment of the Price is only applicable if the Parties are not engaged in a test phase of one (or more) Software(s).

Throughout the Term of the Contract, the Service Provider reserves the right to increase the Licence Plan Price in the event of the addition of an Application and/or Application Module and to invoice the Customer for any specific request not provided for in the Contract by means of a service fee of one hundred and fifty (150.00) euros (€) per hour, any hour started being due and invoiced.

Specifically for the Joybiz Application : notwithstanding clause 8.2.1 of the Licence Plan Conditions, the Service Provider reserves the right to charge the Customer, at any time, in accordance with the Payment Terms and Conditions set out in clause 9 of the Licence Plan Conditions, a Licence Price of one euro (€ 1) per month per User to cover part of the transaction costs associated with Cashback.

All the Prices in force at the time of performance of the Contract are indexed annually on the basis of the consumer price index as published by the Statec, Category C2 (half-yearly average of indices connected to the 1.1.1948 base). This provision does not apply to the Licence Price applied to the Cashback granted by the Merchant as part of the JoyPro Application.

This article is supplemented by the provisions of the [Licence Plan Conditions](#) Appendix.

Article 6. Terms and Conditions of Payment

All amounts due will be the subject of an invoice issued by the Service Provider, which must be paid within 30 days of its issue.

Provisions specific to the Joybiz Software and its Applications : if the Contract provides for a Launch Date after the Start Date of the Contract, payment of the Price will be made following the issue of an invoice by the Service Provider within thirty (30) days of the Launch Date.

Specific provisions for Merchants using the JoyPro Application : payment for the Licence Plan and Cashback granted may only be made by direct debit (SEPA Direct Debit Mandate). The Service Provider reserves the right to refuse any Licence Plan which does not comply with these conditions.

If the Customer fails to pay the Price by the due date of an invoice, the Service Provider shall automatically be entitled to (i) the payment of late payment interest and (ii) the payment of a fixed penalty of ten (10) % of the total amount of the invoice.

If an invoice remains unpaid more than sixty (60) days after its due date, the Service Provider reserves the right to use the services of a debt collection company. All legal costs will be borne by the Customer.

The Customer must check the accuracy of the information contained in the invoices. Unless a complaint is made in writing by registered letter to the Provider's registered office within seven (7) days of receipt of an invoice, the information and amounts are deemed to have been validated by the Customer, except in the event of a manifest error by the Provider which is contested and duly justified by the Customer with evidence.

This article is supplemented by the provisions of the [Licence Plan Conditions](#) Appendix.

Article 7. Communication and Advertising

The Customer authorises the Service Provider to use its logo on its websites, its digital communications, its Cloud Platform, its Software, the media it uses during presentation meetings (by videoconference or face-to-face), on its sales brochures in the section listing its customers and partners and in a publication on its blog and social networks to announce that the Company has become or is a Customer of the Service Provider.

If deemed useful by the Service Provider, the Customer expressly accepts that a Communication Plan be put in place to promote the Software to its Users and Beneficiaries. Any communication on the Customer's own initiative, referring to any Software, shall be subject to the Provider's prior written acceptance.

Specific provisions for Merchants using the JoyPro Application : the Merchant undertakes to display the communication material in a visible manner in his business (entrance door, outside window, website, near the payment terminals at the checkouts, etc.) and to follow the recommendations and communication formats of the Service Provider.

This article is supplemented by the provisions of the [Licence Plan Conditions](#) Appendix.

Article 8. Confidentiality

In accordance with the Confidential Information previously defined, the Service Provider and the Customer undertake to preserve the strictly confidential nature of all Confidential Information discussed, obtained or exchanged (i) within the framework of the Contract and its execution, (ii) throughout its Term as well as after its expiry and this, indefinitely, (iii) and to ensure that the same undertaking is given by their staff and, more generally, by any person (natural or legal) whom they assign to carry out assignments

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under the Contract, (iv) and shall refrain from disclosing any Confidential Information, of any nature whatsoever, on any medium whatsoever, which relates to the execution of the Contract.

This article is supplemented by the provisions of the [Licence Plan Conditions](#) and [Privacy Policy](#) Appendices.

Article 9. Guarantees

In particular, the Service Provider undertakes, throughout the duration of the Contract, even for a limited Period as part of a test phase, to :

- ☑ Take all reasonable steps to ensure (and communicate about) the security of Users' accounts, in particular by imposing a strong password and informing Users not to share it with anyone else so as not to jeopardise their personal and financial data or infringe the rights of a Party or third parties ;
- ☑ Inform Users of the General Terms and Conditions of Use and of the Package of Application Modules to which they have access and, more specifically for the JoyGive Application, of the legal and regulatory provisions in force (in accordance with the JoyMeals Law and the JoyGifts Charter) which apply to the issue, use, acceptance and validity period of JoyMeals and JoyGifts for which they are solely responsible ;
- ☑ To exercise all commercially reasonable efforts to perform the provisions of the Contract by ensuring that it develops, tests, updates, secures and upgrades its Cloud Platform and any Software in accordance with the state of the art. It will also make every effort to provide the best possible tool, to deliver the most relevant and secure result possible ;
- ☑ Unless otherwise stipulated in the Special Terms and Conditions or in an Endorsement, make its Cloud Platform available within fifteen (15) calendar days of the Effective Date (or the Launch Date where applicable) ;
- ☑ To ensure that Users can use all the Software, Applications and/or Application Modules at all times and to minimise periods of unavailability. In the event of limited access or total interruption of access to the Cloud Platform, the Service Provider will make every effort to re-establish the connection as soon as possible, in accordance with the [Maintenance of the Package of Application Modules](#) Appendix.

In particular, the Customer undertakes, throughout the duration of the Contract, even for a limited Period as part of a test phase, to :

- ☑ Pay the Service Provider the full Price provided for under the Contract, during and for the entire duration of the Term, in accordance with the Payment Terms and Conditions ;
- ☑ Not to enter into a contract with another service provider offering one or more Applications and/or one or more Application Modules which are equivalent to or have the same purpose as the one covered by the Licence Plan ;
- ☑ Inform the Service Provider of any changes made to the data relating to its legal entity mentioned in the Special Terms and Conditions, both for itself and for its subsidiaries, Affiliated Companies or entities that it controls ;
- ☑ Take all necessary measures to guarantee to Users (i) the integrity of the use and execution of the Package of Application Modules and (ii) the compliance of its use with applicable intellectual property rights ;
- ☑ That its IT systems and those of its Users are in good working order, up to date and compatible with the Service Provider's Cloud Platform ;
- ☑ Not to limit access, the number of Users or the number of Processes and to notify the Service Provider immediately if the actual number of Users and/or Processes exceeds the number specified in the Special Terms and Conditions ;
- ☑ To ensure availability to all Users benefiting from the Licence Plan no later than three (3) months following the Effective Date, subject to a fixed penalty of 10 % of the annualized Licence Price for each month of delay that has started ;
- ☑ Not to reproduce, in whole or in part, any Application or any Application Module included in its Licence Plan for a period of three (3) years after termination of the Agreement, if any.

Article 10. Limitations of liability

None of the Service Provider's obligations can be considered as an obligation of result.

The Service Provider undertakes to use its best endeavours to provide the services within the agreed timescales and cannot guarantee that its Softwares, Applications and/or Application Modules work and will work without error, in an uninterrupted manner, or that their results will always be accurate.

The Service Provider cannot guarantee that the Package of Application Modules meets or will meet the requirements, expectations of Users and/or a particular objective.

The resumption of the execution of the Licence Plan by the Service Provider at no additional cost constitutes the Service Provider's sole technical obligation to the Customer and Users in the event of a breach of warranty.

This article is supplemented by the provisions of the [Licence Plan Conditions](#) Appendix.

Article 11. Compensation and claims

In the event that the Customer proves that it has suffered loss as a result of a fault on the part of the Service Provider, the Service Provider may only be obliged to compensate the loss, of whatever nature, insofar as its civil liability insurance cover is applicable and up to the limit of the loss actually suffered, without however being able to exceed 50 % of the total amount paid by the Customer during the twelve (12) months

preceding the date of the event giving rise to such a claim or the amount covered by the Service Provider's civil liability insurance. Multiple claims shall not enlarge this limitation.

If the Customer breaches any provision of the Contract or the Service Provider proves that it has suffered loss as a result of the Customer's breach, the Customer expressly agrees that, in respect of any matter not expressly waived or referred to in the Contract, (i) the Service Provider reserves the right to suspend, ipso jure, without notice or compensation, the use of the Licence Plan and (ii) to pay to the Service Provider the Price set out in Clause 8.1 of the Licence Plan Conditions and, by way of compensation, a fee equivalent to one hundred and fifty percent (150 %) of the Price.

Complaints procedure : the Customer must notify the Service Provider in writing of any alleged breach within thirty (30) days of discovery of such breach. Once this period has elapsed, the Customer will be deemed to have purely and simply waived any possible dispute or claim, thereby rendering any late dispute or claim inadmissible. If the Service Provider is notified within the aforementioned period, the Service Provider will then have sixty (60) days to remedy the breach or, if the breach cannot be remedied within this period, to provide an acceptable plan of action to remedy the breach within a reasonable period of time.

Other claims : Nothing in the Contract limits or excludes the other remedies available to the Parties under applicable law in the event of gross negligence, fraud or wilful misconduct. In no event shall the Parties limit or exclude their liability for intentional misconduct, wilful recklessness or infringement of intellectual property.

The Contract is drawn up in French and may be translated into other languages. In the event of any discrepancy or contradiction between the French version and its translation, the provisions of the French version shall prevail. Any term defined in the Contract by a capital letter may be interpreted individually in the singular or collectively in the plural.

The Service Provider reserves the right to modify these General Terms and Conditions of Sale at any time and without prior notice. The Customer has thirty (30) days in which to object to any such modification made by the Service Provider (unless the applicable legislation has been updated). After this period, they will be implicitly accepted by the Customer and will replace the General Terms and Conditions of Sale previously applicable.

All contractual relations between the Parties are governed exclusively by Luxembourg law. Furthermore, any dispute that may arise shall be subject exclusively to the jurisdiction of the courts of the district of Luxembourg (Grand Duchy of Luxembourg).

This article is supplemented by the following provisions of the [Licence Plan Conditions](#) Appendix.

Article 12. Identification of the Service Provider

VIREO S.à r.l., owner of the Edonys trademark, is a limited liability company under Luxembourg law, with its registered office at L-1258 Luxembourg, 4 Rue Jean-Pierre Brasseur. It is registered with the Luxembourg Trade and Companies Register under number B.222.152. Any information can be obtained by sending an e-mail to info@edonys.tech or by calling +352 45 77 45 216. The international VAT number of VIREO S.à r.l. is LU 30 12 42 66.