



GENERAL CONDITIONS OF SALE

Version 5.1 - corrected 1 January 2023

Article 1: SCOPE OF APPLICATION

The present general conditions of sale (hereinafter GCS) apply, without restriction or reservations, to all of the sales concluded between the vendor and purchasers, who wish to acquire the products offered on the site.

The service offered on the site is the sale of dematerialised gift cards allowing the end beneficiary of the gift cards to take advantage of a service corresponding to the Premium (or paid) offers of the Partners of the platform and accessible through an activation (or promotional) code from said Partners.

The offers of services from our partners are also available to be purchased without a FreemiumPlay gift card. For this purpose the FREEMIUMPLAY company has taken out different contracts with its partners for the provision of said codes.

The client is responsible for familiarising themselves with the principal characteristics of the products, and particularly the specifications and illustrations presented on the site.

In addition, the client is deemed to have familiarised themselves with the partners' general conditions of sale and general conditions of use, which is necessary during the activation of a code on a partner's platform.

The choice and purchase of a product are the sole responsibility of the client.

Product offers are subject to available stocks, particularly from other providers, as is specified during the placement of an order.

The GCS are accessible at any moment on the site and take precedent over any other document.

The client declares that he/she is aware of the present GCS and that he/she will be required to take not of those of the partners.

Unless proven otherwise, the data recorded in the vendor's IT system constitutes proof of all of the transactions concluded with the client.

The contact information of the FREEMIUMPLAY company is:

FREEMIUMPLAY, simplified joint-stock company,
Registered at the BORDEAUX trade and companies registered under number 840 388 987
With share capital of €19,091.00
Whose headquarters are located at 14 rue André 33200 BORDEAUX
Tel: +33 (0)6 44 67 70 90

Article 2: AMOUNT OF THE ORDER

1. Purchase of Cards

The purchaser chooses one or several cards and alone determines the amount of the order.

The invoice corresponding to the amount thus chosen by the purchaser (who is not necessarily the beneficiary of this same card) is drawn up by the FREEMIUMPLAY company.

Sales are made with all taxes included, the purchaser cannot recover any VAT.

To the amount determined by the purchaser there may be added processing charges and/or options, expressed and displayed excluding taxes, and to which the VAT amount at the existing rate will be added to the order form attached to this document.

2. Purchases of Partner Offers

The purchaser may, if he or she so desires, directly buy "Partner" offers available on the FreemiumPlay site.

The invoice corresponding to the amount thus chosen by the purchaser is drawn up by the FREEMIUMPLAY company "in the name and for the account of the partner" and will be subject to the existing VAT applicable to the partner, if the partner is subject to VAT.

The purchaser is aware that the offer of a partner's service has an activation deadline available on his/her account.

This is at least 2 months from the purchase date.

Article 3: ORDERS

It is up to the client to choose the amount and the number of gift cards he/she desires to order (or the partner offers). This ability is offered to individuals, and to professionals such as companies.



For professionals, the order can be made by a paper order form addressed by mail, in which case the sale will not be considered as done until receipt of said form, duly filled in and signed.
Payment may be made by cheque, bank transfer or bank card.

The credit on a FreemiumPlay card may be used at multiple partners and can be supplemented directly on the FREEMIUMPLAY platform if the purchaser and/or user wishes to access an offer higher than the available amount. The credit can be used down to the last cent.

The activation codes for the Partner services received from FreemiumPlay are governed by the GCS/GCU of said partners, of which the client acknowledges an awareness.

These codes are not transferable, transmittable or subject to reimbursement (even partially), either by FreemiumPlay or by the Partner.

Article 4: CONDITIONS & PAYMENT METHODS

Whatever the method of payment, the sale will not be considered as final, and the order sent, until full receipt of the total amount of the order.

The Gift Cards can be credited with an amount ranging from €1 to €490. The price of the cards corresponds to the face value of the cards (determined by the client between €10 and €490) to which is added a service charge of €1.50 per card for each order lower than €1,500 net. These charges are waived for each order equal to or greater than this amount.
No service charge is invoiced in the event of payment by bank card directly on the platform.

For the purchase of offers from partner publishers, several payment methods are authorised on the site:

- Bank card - Debit or Credit.

The payment by bank card (CB, Visa or Mastercard) on the FreemiumPlay website can only be made with a bank card whose RIB is registered in Belgium and in France.

Article 5. SENDING OF DATA

The delivery of a FreemiumPlay activation code is done by email once FREEMIUMPLAY has received the order and full payment has been made. The delivery will take place within 24 hours of this. However, the purchaser may choose, at the moment of purchase, a later delivery date for a specific given date (e.g., birthday, holiday, Christmas).

The beneficiary may find all information on these purchases (gift cards, partner codes, invoice, etc.) on his/her personal space (Account) on the FREEMIUMPLAY site.

The delivery times are given as informative and indicative. Moreover, FREEMIUMPLAY cannot be held responsible for delays, damages caused by third parties or the occurrence of a case of force majeure (notably strikes, network outages, etc.).

Any delivery day with respect to the indicated delivery times cannot give rise to any damages and interests nor provide grounds for the cancellation of the order. Gift cards are the responsibility of the Client once they have been delivered. Risks are transferred once the gift cards have been delivered. Any defects noticed upon receipt must be subject to specific reservations and a complaint to FREEMIUMPLAY must be made within 24 hours of receipt, by any suitable written means, failing which FREEMIUMPLAY will be freed from any obligations with respect to the Client.

Moreover, any non-compliance of the order can justify a return, at the expense and risks of the Client, within three working days starting at the receipt of the gift cards. In such cases, any return of delivery is covered by FREEMIUMPLAY and results in sending new gift cards, to the exclusion of any compensation or damages and interests.

Article 6 : ANTI-FRAUD and ANTI-MONEY MONEY LAUNDERING

As part of the fight against fraud (credit card or gift card) and money laundering, and exceptionally, orders may be automatically put on hold for validation by our algorithms detecting fraudulent movements or behaviour.

Actions (or combinations of actions) that our systems consider "abnormal" may include the following.

- Activation of a large number of gift cards in a short period of time.
 - Velocity of use of an IP address.
 - Velocity of repeated action on the same account
 - Purchase of a number of similar offers from our Partners at once
 - An email address whose configuration is considered "abnormal"
 - A mobile phone number already registered in the database
- The precise elements of these blocks are kept secret by FREEMIUMPLAY

In the case of an order blocking on hold, users may be asked to provide FREEMIUMPLAY with supporting documents for their transactions.

- e.tickets for activated gift cards
- Telephone number
- Business email address
- National identity card or passport

These documents are not retained and have no other purpose than to validate purchase actions and to protect our users and the site data.

A User whose order has been put on hold may not, under any circumstances, request a refund of his or her Order or cancel it without having provided the requested supporting documents to serviceclient@freemiumplay.com

Upon receipt of the supporting documents, the User benefits from the same withdrawal conditions as a regular User.

Article 7 : RIGHT OF WITHDRAWAL

As provided for by Article L.221-18 of the French Consumer Code: *"The consumer has a period of fourteen days to exercise his/her right to withdraw from a contract entered into remotely, following telephone or off-premises prospecting, without having to give a reason for the decision or incur costs other than those laid out in articles L. 221-23 to L. 221-25.*

The time period mentioned in the first paragraph starts from the day: 1° Of the conclusion of the contract, for contracts of services and those mentioned in article L.221-4; 2° Upon receipt of the good by the consumer or a third party, other than the transporter, designated by him/her, for contracts concerning the sale of goods. For off-premises contracts, the consumer may exercise his/her right of withdrawal upon conclusion of the contract. In the event of an order bearing on multiple goods delivered separately or in the event of an order of a good made up of batches or multiple pieces, where delivery is staggered over a defined period of time, the time period for withdrawal starts upon receipt of the final good or batch or the final piece. For contracts providing for the regular delivery of goods over a given period, the time period for withdrawal starts upon receipt of the first good."

This right of withdrawal, consisting of reimbursement of the gift card, may be exercised within a period of 14 days starting from the date of receipt of the order and provided that the cards have not been activated on the FREEMIUMPLAY site.

This covers only the purchase of FreemiumPlay gift cards.

With regard to the purchase of partner offers, the customer acknowledges that he/she is aware at the time of purchase of the choice offered to him/her for the delivery of his/her digital activation code.

- The customer may waive the exercise of his or her right of withdrawal with the legal deadline for the instant delivery of digital content on a dematerialised medium.
- The customer may choose to retain his 14-day right of withdrawal, in which case the digital code will be delivered at the end of the 14 days.

Article 8: RESPONSIBILITY/GUARANTEES OF THE VENDOR

The products supplied by the vendor are subject to a legal guarantee of conformity, and of that of hidden defects, in compliance with articles L.217-4, L.217-5, L.217-12, L.217-16 of the French Consumer Code and 1641 and 1648 paragraph 1 of the French Civil Code, of which the provisions are given hereinafter:

"The vendor shall deliver a good in conformity with the contract and shall respond to flaws in conformity existing upon delivery.

The vendor shall also respond to defects in conformity resulting from packaging, and installation instructions when this is the responsibility of the vendor as stipulated in the contract or was undertaken under the vendor's responsibility."

"The good is in conformity with the contract:

1° If it is fit for the typical usage expected of a similar good and, as the case may be:

- *if it corresponds to the description given by the vendor and has the qualities that the vendor presented to the purchaser in the form of a sample or model;*
- *if it presents the qualities that the purchaser may legitimately expect from it given the public declarations made about it by the vendor, the producer or their representative, particularly as concerns advertisements or labelling;*

2° Or if it presents the characteristics as defined by mutual agreement between the parties or pertaining to any special usage sought out by the purchaser and brought to the attention of the vendor and to which the vendor accepted."

"Action taken resulting from a defect in conformity must be taken within two years from delivery of the good. When the purchaser requests of the vendor, during the course of the commercial guarantee agreed to during acquisition or repair of a consumer good, a repair covered by the guarantee, any period where the good cannot be used by the consumer of at least seven days is added to the remaining guarantee period."

"This period begins upon the purchaser's request for intervention or provisions for repair of the good in question, if these provisions are provided for at a date later than the request for intervention."

"The vendor is responsible to guarantee against hidden defects of the thing sold which render it unfit for the use for which it was sold, or which diminish this use to such an extent that the purchaser would not have acquired it, or would only have acquired it at a lower price, had he/she known."

"Actions taken as a result of a critical flaw must be carried out by the purchaser within a period of two years following discovery of the flaw. In the event covered by article 1642-1, the action must be taken, under penalty of debarment, in the year following the date at which the vendor may be discharged of apparent defects or conformity defects."



Prior to the vendor's guarantee being activated, there must be a complaint detailing the defects or non-conformity sent by registered letter with acknowledgement of receipt, addressed to FREEMIUMPLAY, or by the sending of an email with acknowledgement of receipt. The vendor, if their responsibility is engaged, shall reimburse or replace the ordered service within a reasonable period of 30 days.

Nevertheless, this period may be reduced and remains purely indicative, In the event that an activation code taken from the FREEMIUMPLAY platform does not function correctly, the user may contact either the PARTNER for which the activation code did not work, or FREEMIUMPLAY, who in turn will be responsible for contacting their PARTNER.

FREEMIUMPLAY can only be held liable to the extent that its partners are held liable. The responsibility of FREEMIUMPLAY is, in any case, limited to its participation. FREEMIUMPLAY reserves the right to exercise or suspend any liability action that may be brought against it and to bring into the dispute the different participants.

Finally, the catalogue of partners is evolving. FREEMIUMPLAY's responsibility shall not be engaged due to the departure of one of its partners. Similarly, certain offers are evolving and limited in time, such that they may be temporarily unavailable. Here again, FREEMIUMPLAY's responsibility shall not be engaged.

Article 9: DURATION

1. FreemiumPlay Gift Cards

The FREEMIUMPLAY activation codes are available for one year from the date of purchase of the card on our site. This period may be extended upon request by registered letter with acknowledgement of receipt sent to FreemiumPlay within the 2 months following its expiry date and with FreemiumPlay retaining 25% of the amount - for fees linked, in particular, with issues pertaining to VAT payments. This validity duration may be subject to change within the framework of special operations implemented by various companies/non-profits/organisations. In this case, the rules of the competitions or operations in question take precedence, notably in the case where the client (companies or organisation) has decided to shorten the validity of said cards.

2. Partner Codes

The codes for the Partner services taken from FreemiumPlay are available for at least 2 months, starting from the access of the codes from the FREEMIUMPLAY platform to integrate them into the chosen partner service. The client acknowledges the deadline for use of the code of the partner service from his/her account following purchase of the said offer.

3. Credit on the FreemiumPlay Account

When a FreemiumPlay card is activated, and the credit paid to the beneficiary's account, this credit is available for a period of one year. Any inactive account (by inactive we mean no movement - negative or positive - of the available credit on the account) over this period, may be deleted or reset to 0. The beneficiary will receive at 3 months, 1 month and then 10, 5 and 2 days of this event, notifications by email from FreemiumPlay.

Each movement of Credit on a User's account will automatically extend the validity date of the Credit by one year.

This period of availability of the Credit may be reviewed in the context of special operations. In this case, the rules of the contests or the operation take precedence, in particular, if the customer has decided to reduce this period of credit availability.

Article 10: SPONSORSHIP

FreemiumPlay has implemented a "Sponsorship" offer on its site. This allows a user to have a friend or family member discover the FreemiumPlay service. As compensation, the user gains "credit" on his/her FreemiumPlay account and the sponsored party benefits from a discount on his/her first purchase.

This sponsorship offer is a marketing operation implemented by FreemiumPlay and is non-contractual. FreemiumPlay may thus alter the conditions and the amounts of this sponsorship offer as its seasonal activities and marketing operations change. FreemiumPlay may also cancel it at any moment, with any credit thus acquired by the sponsors being considered as recognised as the user's on the cancellation date but not beyond this.

Article 11: INTELLECTUAL PROPERTY

The content of the site is the property of the vendor and its partners and enjoys the protection granted by French and international law pertaining to intellectual property. Any reproduction, in whole or in part, of this content, is strictly forbidden and may be deemed as counterfeit.



Article 12: APPLICABLE LAW/LANGUAGE

The present GCS and the operations pertaining to it are governed by French law, to which they are subject. They are written originally in French. If translated into other languages, in the event of a dispute, only the French text shall be considered as definitive.

Article 13: DISPUTES

In the event of any complaint, FREEMIUMPLAY's customer service should be consulted, either by post or email. The client is informed of his/her right to conventional mediation, with existing mediating bodies for the sector, and to any alternative method of dispute resolution. The client is aware that he/she may also have recourse to the online dispute resolution platform (RLL).

Contact info of the mediator:
Bordeaux Médiation 1 rue de Cursol CS 41073
33077 BORDEAUX
mediation.association@laposte.fr
+33 (0)5 56 44 48 44
RLL site: Bordeaux-mediation.fr

In the event that there is no amicable solution from a dispute pertaining to the present GCS, the dispute will be referred to the competent courts under the conditions laid down by law.