



## GENERAL CONDITIONS OF SALE - INTERNET

Effective 01/10/2020

### ARTICLE 1 - Scope of application

The present General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply, without restriction or reservation, to any purchase of the following services:

SpaceTime is a space-time capsule. With SpaceTime, you can post messages on the dates you choose, in one or more locations on a map, to one or more people. You can post any kind of digital document (text, video, audio message, photos, drawings, files, electronic tickets, crypto currency...) and define on which media it will be published (email, sms, chat, social network...).

as offered by Provider to customers ("Customers" or "Customer") on the "Spacetime Capsule" application.

The main features of the Services are presented on the "Spacetime Capsule" application

The Customer is required to read them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These T&Cs are available at any time on the website [www.spacetime.paris](http://www.spacetime.paris) and will prevail over any other document.

The Customer declares to have read and accepted these Terms and Conditions by checking the box provided for this purpose before the implementation of the in-app purchase procedure of the "Spacetime Capsule" application.

Unless proven otherwise, the data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Customer.

The contact details of the Provider are as follows:

SPACE TIME SAS, SAS

Share capital of 3529.30 euros

Registered at the RCS of PARIS, under the number 85130421200018

24 BOULEVARD SAINT-MARCEL 75005 PARIS

mail : [contacts@spacetime.paris](mailto:contacts@spacetime.paris)

Customs duties or other local taxes or import duties or state taxes may be payable. They will be charged to and are the sole responsibility of the Customer.

### ARTICLE 2 - Prices

Services are provided at the rates in effect on the "Spacetime Capsule" application at the time the order is placed by Provider.

The prices are expressed in Euros or in the local currency, exclusive of tax and VAT.



The rates take into account any discounts that may be granted by the Provider on the "Spacetime Capsule" application.

These prices are firm and non-revisable during their period of validity but the Provider reserves the right, outside of the period of validity, to modify the prices at any time.

The prices do not include the costs of processing, shipping, transportation and delivery, which are charged in addition, under the conditions indicated on the site and calculated prior to placing the order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is issued by the Provider and given to the Customer upon provision of the ordered Services.

### **ARTICLE 3 - Orders**

It is Customer's responsibility to select on the "Spacetime Capsule" application the Services it wishes to order, as follows:

9.99 for one year of message retention up to 10GB total size.

The sale will be considered valid only after full payment of the price. It is the Customer's responsibility to verify the accuracy of the order and to report any errors immediately.

Any order placed on the " Spacetime Capsule " application constitutes the formation of a contract between the Customer and the Provider.

The Provider reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over payment of a previous order.

### **ARTICLE 4 - Terms of payment**

The price is paid by secure payment, according to the following methods:

- payment by credit card on Apple store and Google play store

The price is payable in cash by the Customer, in full on the day the order is placed.

The payment data are exchanged in encrypted mode thanks to the protocol defined by the approved payment provider intervening for the banking transactions carried out on the " Spacetime Capsule " application.

Payments made by the Customer shall be considered final only after the Service Provider has collected the amounts due.

The Service Provider shall not be obligated to provide the Services ordered by the Customer if the Customer does not pay the Service Provider the full price in accordance with the above conditions.

### **ARTICLE 5 - Provision of Services**

The Services ordered by the Customer will be provided as follows:

The message will be delivered on the date specified by the user and according to the geographical settings.

The said Services will be provided from the final validation of the Customer's order, under the conditions provided for in the present T&Cs on the instance of the " Spacetime Capsule " application used by the customer.



The Service Provider undertakes to use its best efforts to provide the Services ordered by the Customer, within the framework of an obligation of means and within the time limits specified above.

If the ordered Services were not supplied within 30 days after the indicative date of supply, for any other cause than the force majeure or the fact of the Customer, the sale of the Services will be able to be cancelled at the written request of the Customer under the conditions envisaged in the articles L 216-2, L 216-3 and L241-4 of the Code of the consumption. The sums paid by the Customer will be then restored to him at the latest in the fourteen days which follow the date of denunciation of the contract, to the exclusion of any compensation or retention.

In the event of a special request from the Customer concerning the conditions of provision of the Services, duly accepted in writing by the Service Provider, the related costs will be subject to a specific additional invoice.

In the absence of reservations or claims expressly made by the Customer upon receipt of the Services, the latter shall be deemed to be in conformity with the order, in quantity and quality.

The Customer shall have a period of 30 days from the provision of the Services to make claims by email, with all related supporting documents, to the Provider.

No claim can be validly accepted in case of non-compliance with these formalities and deadlines by the Customer.

The Service Provider shall promptly refund or rectify at its own expense any Services that are proven to be non-compliant by the Customer.

## ARTICLE 6 - Right of withdrawal

According to the terms of Article L221-18 of the Consumer Code "*The consumer has a period of fourteen days to exercise his right of withdrawal from a contract concluded at a distance, following a telephone canvassing or off-premises, without having to give reasons for his decision or to bear other costs than those provided for in Articles L. 221-23 to L. 221-25. The time limit mentioned in the first paragraph runs from the day :*  
1° *Of the conclusion of the contract, for the contracts of provision of services and those mentioned in article L. 221-4 ;*  
2° *Of the reception of the good by the consumer or a third party, other than the carrier, designated by him, for the contracts of sale of goods. For contracts concluded off-premises, the consumer may exercise his right of withdrawal as of the conclusion of the contract. In the case of an order for several goods delivered separately or in the case of an order for a good composed of multiple lots or parts whose delivery is staggered over a defined period, the period runs from the receipt of the last good or lot or part. For contracts providing for regular delivery of goods over a defined period of time, the period shall run from receipt of the first good. »*

The right of withdrawal can be exercised online, using the withdrawal form attached and also available on the site or any other statement, unambiguous, expressing the desire to withdraw and including by mail addressed to the Provider to the postal address or email indicated in ARTICLE 1 of these Terms.

In case of exercising the right of withdrawal within the above-mentioned period, only the price of the Services ordered will be refunded.

The reimbursement of the sums actually paid by the Customer will be made within 14 days from the receipt by the Provider of the notification of the Customer's withdrawal.



## ARTICLE 7 - Liability of the Provider - Guarantees

The Service Provider warrants, in accordance with legal provisions and without additional payment, the Customer against any lack of conformity or latent defect, resulting from a design or manufacturing defect of the ordered Services under the following conditions and terms:

Article L217-4 of the Consumer Code

*"The seller is obliged to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. He is also responsible for defects in conformity resulting from the packaging, the assembly instructions or the installation when the latter has been put at his charge by the contract or has been carried out under his responsibility. »*

Article L217-5 of the Consumer Code

*"The property conforms to the contract:*

*(1) Whether it is fit for the purpose ordinarily expected of similar property and, if so :*

*- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;*

*- if it has the qualities that a purchaser may legitimately expect, having regard to the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;*

*2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter. »*

Article L217-12 of the Consumer Code

*"The action resulting from the defect of conformity is prescribed by two years as from the delivery of the good. »*

In order to assert its rights, the Customer shall inform the Service Provider, in writing (e-mail or letter), of the existence of defects or lack of conformity.

The Provider shall refund or rectify or cause to be rectified (to the extent possible) the services found to be defective as soon as possible and no later than 90 days following the Provider's discovery of the defect or fault. Such refund may be made by wire transfer or bank check.

The Provider's warranty is limited to the reimbursement of the Services actually paid by the Customer.

The Service Provider shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a force majeure event usually recognized by French case law.

The Services provided through the Provider's "Spacetime Capsule" application comply with the regulations in force in France. The Service Provider shall not be liable for any failure to comply with the laws of the country in which the Services are provided, which the Customer, who is solely responsible for the choice of the Services requested, shall check.

## ARTICLE 8 - Personal data

The Customer is informed that the collection of his personal data is necessary for the sale of the Services and their realization and delivery, as well as for their transmission to third parties involved in the realization of the Services. This personal data is collected only for the execution of the service contract.

### 8.1 Collection of personal data

The personal data that are collected on the "Spacetime Capsule" application are the following:



## Opening an account

When creating a customer/user account:

Name, first name, telephone number and/or e-mail address.

## Payment

In order to pay for the Services offered on the " Spacetime Capsule " application, the latter uses the online payment services of Apple Store or Google play store .

## 8.2 Recipients of personal data

The personal data is reserved for the sole use of the Provider and its employees.

The data controller is the Provider, within the meaning of the French Data Protection Act and as of May 25, 2018 of Regulation 2016/679 on the protection of personal data.

## 8.4 limitation of processing

Unless the Customer expressly agrees, his personal data will not be used for advertising or marketing purposes.

## 8.5 Data retention period

The Provider shall keep the data thus collected for a minimum period of 5 years, covering the period of limitation of the applicable contractual civil liability.

## 8.6 Security and Privacy

The Service Provider implements organizational, technical, software and physical digital security measures to protect personal data from alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Service Provider cannot guarantee the security of the transmission or storage of information on the Internet.

## 8.7 Enforcement of Client and User Rights

In application of the regulations applicable to personal data, Customers and users of the " Spacetime Capsule " application have the following rights:

- They can update or delete their data in the following ways:
  - By connecting to the "Spacetime Capsule" application.
- They can delete their account by logging into the "Spacetime Capsule" application.
- They can exercise their right of access to know the personal data concerning them by writing to the following address: [contact@spacetime.paris](mailto:contact@spacetime.paris)
- If the personal data held by the Provider is inaccurate, they may request that the information be updated by writing to the following address: [contact@spacetime.paris](mailto:contact@spacetime.paris)
- They may request the deletion of their personal data in accordance with applicable data protection laws by writing to the following address: [contact@spacetime.paris](mailto:contact@spacetime.paris)
- Finally, they may object to the processing of their data by the Provider

These rights, as long as they are not opposed to the purpose of the treatment, can be exercised by sending a request by mail or by E-mail to the person in charge of treatment whose coordinates are indicated above.

The data controller must provide a response within a maximum of one month.

In case of refusal to grant the Customer's request, reasons must be given.

The Customer is informed that in the event of refusal, he/she may lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or refer the matter to a judicial authority.



The Customer may be asked to check a box to agree to receive information and advertising notifications from the Provider. The Customer will always have the possibility to withdraw his consent at any time by contacting the Provider.

## **ARTICLE 9 - Intellectual Property**

The content of the " Spacetime Capsule " application is the property of the Seller and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright.

## **ARTICLE 10 - Applicable Law - Language**

The present GTC and the operations which result from it are governed and subjected to the French law.

The present GTC are written in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

## **ARTICLE 11 - Disputes**

For any complaint, please contact the customer service at the postal or e-mail address of the Provider indicated in ARTICLE 1 of these GTC.

The Customer is informed that he can in any case resort to a conventional mediation, with the existing sectorial mediation authorities or to any alternative mode of settlement of the disputes (conciliation, for example) in case of dispute.

In this case, the appointed mediator is

Medicys

<https://medicys-consommation.fr/>

The Customer is also informed that he can also resort to the Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes arising from the purchase and sale operations concluded in application of the present GTC and which have not been amicably settled by the seller or by mediation, will be submitted to the competent courts under the conditions of common law.

## **ANNEX I**

Date \_\_\_\_\_

This form must be completed and returned only if Customer wishes to withdraw from the order placed on the "Spacetime Capsule" application, except for exclusions or limitations to the exercise of the right of withdrawal under the applicable Terms and Conditions.

To the attention of SAS SPACE TIME SAS



**Spacetime**

24 BOULEVARD SAINT-MARCEL 75005 PARIS

I hereby give notice of withdrawal from the contract concerning the order of the following service:

- Order from (*indicate date*)
- Order number: .....
- Customer name: .....
- Customer address: .....

Client's signature (*only in case of notification of this form on paper*)