

Terms of Sale for the TSUBOOK application

(hereinafter referred to as "TS")

Last update: July 26, 2023

STUDIO LEVART, a société par actions simplifiée (simplified joint stock company) registered in the Coutances Trade and Companies Register under number 817 686 157 R.C.S. de Coutances, whose registered office is located at 16 rue de la Cavée 50180 Agneaux (hereinafter referred to as "STUDIO LEVART") operates an application called "TSUBOOK" (hereinafter referred to as "the Application") and an associated website (hereinafter referred to as "the Website").

This application offers Users functionalities designed to facilitate the study and practice of techniques (hereinafter "Techniques") based on knowledge of the meridians and other content associated with traditional Chinese medicine (non-exhaustive list: acupuncture, shiatsu, tuina, kinesiology, qi gong, etc.), who declare taking all necessary precautions when practicing their Technique(s).

1. Purpose of the TS and current version

1.1. These Terms of Sale apply between STUDIO LEVART and any individual or legal entity (hereinafter "the User") who acquires the Application.

1.2. The User's act of validating the box on the registration form indicating "I have read and I accept the Terms of Use and Sale" implies recognition and acceptance by the User, without reservation, of the present TS applicable to the acquisition and use of the Application as described below.

1.3. STUDIO LEVART is free to modify, at any time and without notice, the present TS, in order to take into account any legal, jurisprudential, editorial and/or technical evolution.

STUDIO LEVART will inform the User when he next connects to the Application.

Continued use of the Application after the User has been informed of a change to the TS implies acceptance of the changes to the TS. The version of the TS that prevails is the one accessible on the Application and the website.

1.4. In the event that one of the clauses of the TS is declared illegal, only that clause will be set aside. The legality of the other clauses of the TS, which would continue to apply, could not be called into question.

1.5. These TS express the entirety of the obligations of the parties relating to the Sale of the Application, to the exclusion of any other document or contract.

1.6 The other obligations of the parties concerning the use of the Application are listed in the documents "Terms of Use" and "Protection of Personal Data".

2. How the Application works

2.1. Application users

The User must be a natural person of legal age, or a legal entity registered with the Trade and Companies Registry, and have the legal capacity required to subscribe to the desired services.

To access the paid features of the Application, the User must hold a bank card.

The Application is accessible exclusively to persons who declare that they take all necessary precautions for their practice.

2.2. Download of the Application

The Application can be downloaded and used on cell phones, tablets and computers.

The User must download the Application from the appropriate application download platform suitable for their digital equipment, under their sole responsibility. This download is subject to the legal terms specific to the said download platform.

2.3 Registration and creation of a personal account

To access the paid-access part of the application (purchase of a license), the User must first register and create a personal account. In this space, the User can purchase a license and manage their personal data.

3. Terms and conditions of sale

3.1. Free access

Access to some of the Application's content and functions is free of charge.

Users who have downloaded the Application free of charge may subsequently access the paid features of the Application, subject to the conditions set out below.

3.2 Paying features

Other features of the Application are subject to a fee. These functionalities can be acquired by the User separately or by means of specific Licenses grouping together several functionalities, valid for one or several devices. The available licenses are detailed inside the Application and on the Website. STUDIO LEVART may change the availability, content, number of devices and price of licenses as well as the price of individual functionalities at any time and without prior notice. These licenses may be of two types: "lifetime" or "subscription".

3.3. "Lifetime" license

A "lifetime" license gives access to a fixed set of features in the Application on one device at a time and for an indefinite period. Lifetime licenses can be sold individually or in packs of 2.

Future upgrades with new features will be optional and sold separately.

To obtain this license, the User must pay the full amount(s) announced on the Web Site, in the Application or via the download platform (see below 4. Payment methods) at the time the order is validated, determined according to the functionalities chosen, the number of devices concerned, and the type of license(s) and/or pack chosen by the User.

3.4. Subscription

A "subscription" license is paid monthly or annually, and gives access to all the content in the Application on 3 different devices.

Any future updates will be accessible and included in the subscription price. Users who pay for a subscription have access to all paid-for content for as long as they pay for the subscription. The user may cancel the subscription at any time at no additional cost.

To obtain this license, the User must pay the monthly subscription price announced on the Web Site, in the Application or via the download platform (see below 4. Payment methods) at the time the order is validated.

The terms and conditions of each type of license are described on the Website, in the Application or on the download platform.

3.5. Free trial period

3.5.1. The User may obtain, by various means, a trial period which gives them free access to all the functionalities (free and paying) of the Application.

3.5.2. Once this trial period is over, if the user has no license, the application's paid content is blocked and only free content is accessible.

3.5.3. Once this trial period is over, if the user has a "lifetime" license, the paid features included in the "lifetime" license and the free features remain accessible on the licensed device. Paid features not included in the "lifetime" license are blocked.

3.5.4. Once this trial period is over, if the user has a "subscription" license, both paid and free features remain accessible.

4. Terms of payment

4.1. Payment on the website

The User can pay from their personal space on the website, using a credit card. This secure payment platform is managed by our partner Stripe, and the terms and conditions of payment are specified in this space at the time of purchase.

In some countries, the Website ordering process is handled by our online reseller Paddle.com. For these countries, Paddle.com is the "Merchant of record" for all orders placed through the Website. For these countries, Paddle provides all customer service requests and manages returns related to the Website. STUDIO LEVART reserves the right to change the list of countries concerned at any time. If the User is in an affected

country, he/she will be informed that Paddle handles the transaction in the purchase form.

4.2. Payment on a download platform

If the user pays through a download platform, STUDIO LEVART declines all responsibility for payment of the Application and its various paid features, this responsibility falling exclusively on the aforementioned resellers, who manage all the terms and conditions relating to said payments.

STUDIO LEVART may not be held liable in any way in this respect.

4.3. Prices

Prices are generally expressed in the local currency and may vary from country to country.

The price indicated at the time of payment is inclusive of all taxes and includes VAT at the rate in force when the sale is subject to this tax.

5. Refund policy

In the case of a "lifetime" license, the User may request a refund within 1 month by sending an email to hello@tsubook.net, stating the reason for the request.

In the case of a "subscription" license, the User may interrupt the subscription at any time. They may also request a refund within one week of the subscription start date.

In all cases, the legal guarantee of conformity applies under the conditions provided by the texts in force.

6. Language

In the event of translation of these TS into one or more languages, the language of interpretation will be French in the event of contradiction or dispute over the meaning of a term or provision.

7. Warranties

The User guarantees STUDIO LEVART against any and all complaints, claims, actions and/or demands that STUDIO LEVART may suffer as a result of the User's breach of any of its obligations or guarantees under these TS.

He undertakes to compensate STUDIO LEVART for any prejudice it may suffer and to pay all costs, charges and/or sentences it may have to bear as a result.

8. No waiver

The fact that STUDIO LEVART does not avail itself of a default or breach by the User of any of its contractual or legal obligations shall not be interpreted as a waiver of the right to avail itself of this default or breach.

The fact that STUDIO LEVART does not take advantage of a stipulation of the TS does not in any way imply waiver of the benefit of said stipulation.

9. Applicable law and jurisdiction

These TS shall be governed by French law.

Any dispute between STUDIO LEVART and a User, in particular concerning the formation, execution, interpretation, validity, termination or resolution of these TS, including conservatory procedures, emergency procedures, in the event of summary proceedings, guarantee appeals, petitions or multiple defendants, will be subject to the jurisdiction of the courts of Coutances, except in cases where this attribution of jurisdiction would not be applicable due to the status of one of the parties or a procedural issue.