

Terms and Conditions of Use of the Concierge Service For ICARE Technologies Products and Services

1. Relationship between You and ICARE Technologies

By downloading, installing, connecting and/or using the Applications or the Aeklys® ring, you expressly state your agreement with these Terms and Conditions of Use of the ICARE Technologies Concierge Service (the "**Terms and Conditions of Use of the Concierge Service**").

The Concierge Service supplied with Your Aeklys® ring is provided by Société par Actions Simplifiée Clac des Doigts ("**Clac des Doigts**"), with a capital of 20,065.00 euros, registered on the RCS (Trades and Companies Register) in Paris, France under number 810 580 514. Clac des Doigts has designed a Short Message Service (SMS) application, the purpose of which includes, but is not limited to, offering a concierge service enabling users to have goods delivered to them or to book a service in return for purchasing a subscription.

The Concierge Service is distributed by ICARE Technologies (hereinafter "**ICARE Technologies**").

These Terms and Conditions of Use of the Concierge Service are distinct from the General Terms and Conditions of Use of ICARE Technologies Services for ICARE Technologies Products and Services ("**General Terms and Conditions of Use of ICARE Technologies Services**"). These Terms and Conditions of Use of the Concierge Service prevail as to their subject over any other General Terms and Conditions of Use of ICARE Technologies Services document.

An Application (hereinafter "**Application**") is a software application developed by or for ICARE Technologies, composed of a graphic interface (and other Components of the Application as defined below), accessible in particular from your Smartphone, and from which you interact with the various functionalities made available to you by the Application, including allowing you to save, store, access and use your data, in particular personal data. The ICARE Technologies Applications include the following:

- Aeklys®;
- Demo Aeklys®;
- Aeklys® Xp;
- Finger Sizer;

As a user, you acknowledge and warrant:

- That you have obtained and read a copy of these Terms and Conditions of Use of the Concierge Service; and,
- That you are in possession of these Terms and Conditions of Use of the Concierge Service in a durable medium, such as a physical printout; and,
- That you are over the age of majority or allowed under the laws of your country of residence to agree to these Terms and Conditions of Use of the Concierge Service; and,
- That you have the right to access and use the Applications and the Concierge Service.

Any objection or dispute on your part regarding these Terms and Conditions of Use of the Concierge Service shall be interpreted as a refusal to consent to these Terms and Conditions of Use of the Concierge Service.

IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OF USE OF THE CONCIERGE SERVICE, YOU ARE NOT AUTHORISED TO USE THE SERVICE AND MUST IMMEDIATELY QUIT THE SERVICE.

The purpose of the Terms and Conditions of Use of the Concierge Service is to define the conditions under which ICARE Technologies provides Users with a Concierge Service (hereinafter the "**Service**") from which they benefit and which they can use via:

- The Site and/or
- One of its Applications

2. Definitions

Each term beginning with a capital letter below has the meaning given to it in its definition.

Genius: any natural or legal person in charge of receiving and processing requests from users

Merchant: initial seller or service provider

Delivery Genius: delivery person

User: any natural person over the age of majority or legal entity who accesses, visits or uses the Service or any of its functionalities.

Company: ICARE Technologies, creator and owner of the Service

Service: a concierge service enabling the delivery of a product or provision of a service to be requested

Party: refers cumulatively or alternatively to the User, ICARE Technologies or the Merchant.

3. Modifications to the Terms and Conditions of Use of the Concierge Service

These Terms and Conditions of Use of the Concierge Service govern purchases and services provided only in metropolitan France.

The parties understand and acknowledge that ICARE Technologies has the right at any time to modify all or part of these Terms and Conditions of Use of the Concierge Service, to incorporate modifications required by law, or any other applicable regulation, or within the Products and Services, or any event deemed by ICARE Technologies to require such modifications. Any new version of the Terms and Conditions of Use of the Concierge Service shall not apply retroactively but shall replace and supersede the previous Terms and Conditions of Use of the Concierge Service.

We recommend that you frequently consult the General Terms and Conditions of Use of ICARE Technologies Services, and the Terms and Conditions of Use of the Concierge Service, and save each version in a durable medium.

In the event of the User failing to comply with the Terms and Conditions of Use of the Concierge Service, ICARE Technologies reserves the right to suspend access to the Concierge Service of the site and/or mobile applications without notice.

4. Purpose of the Concierge Service

The purpose of the Service includes, but is not limited to, enabling the User, by means of a remote communication method (website, applications, chat, SMS) to contact ICARE Technologies for the purposes of requesting delivery of a product or provision of a service.

To this end, ICARE Technologies acts as a transparent intermediary between the User and the Merchant.

In the event of a problem relating to the delivery of a defective product or provision of a service not conforming to the order, the User must contact the Merchant concerned, without prejudice to the rights of withdrawal available to the User in accordance with the legislation in force.

5. Conditions of registration on the site and terms of ordering

3.1 Before placing an order, the User must first register with the Aeklys® Application, using the form therein, and provide his or her first name, last name and bank details. Any registration with the Aeklys® Application includes a non-binding subscription to the Concierge Service.

Access to and use of the Concierge Service implies the creation of a user account, allowing the subscriber to sign in to the Aeklys® Application. The account shall only be validated if a valid payment method allowing debits has been entered.

Each account has a username associated with a password, both of which are unique and strictly personal to the subscriber. They allow any subscriber, via a dedicated interface, to subscribe or modify his or her personal information.

To confirm the creation of the account and once it has been created, ICARE Technologies shall send an acknowledgement of receipt to the e-mail address given in the form,

If the said e-mail is not received: send an e-mail to support@icaretech.fr

For his or her registration to be validated, the User must accept these Terms and Conditions of Use of the Concierge Service by clicking at the location indicated.

3.2 The User's order shall only be validated and payment taken from the User's debit card after he or she has expressly agreed to the price of the product or service requested, which ICARE Technologies shall communicate to the User by SMS, e-mail, chat or messenger.

Any dispute on this point shall take place within the context of a possible exchange and the warranties stated below.

In some situations, including non-payment, incorrect address or another problem with the User's account, ICARE Technologies reserves the right to block the User's order until the problem has been completely resolved.

In the event of unavailability of an ordered product or inability to perform a service, the User shall be informed by SMS.

The User is informed that the products and services are offered for sale subject to availability.

The unavailability of a product or service shall not give rise to any compensation.

In general, the User accepts and acknowledges that the effectiveness of the service provided is not guaranteed by the Service.

If the service cannot be provided, the User shall be informed of this upon requesting it.

Considering the large number of requests made to the Service, if the service cannot be provided immediately or the goods delivered, the User shall be placed on a waiting list and served according to:

- The level of difficulty of the order,
- The availability of the products ordered.

The User is informed and accepts that his or her personal data - last name, first name, e-mail, telephone number, title, postal address - may be communicated to the Merchant and/or any other person enabling the execution and successful completion of the order.

For all questions about the progress of an order, the purchaser must call +33 6 95 71 84 66 (cost of a call to a French mobile).

ICARE Technologies shall confirm the order summary to the User by:

- SMS,
- E-mail,
- Chat,
- Messenger,

Thus confirming the express commitment of the Parties.

6. Acceptance of the quotation

The online provision of the User's bank card number, final validation of the order by SMS, e-mail, chat or messenger and agreement to the debit by double-clicking on a payment link shall be proof of the agreement between the parties.

Confirmation of the order shall be evidenced by acceptance of the offer.

Acceptance of the offer implies acceptance of the request. You can confirm your order definitively by sending the word "Clac" after having checked your order and made any necessary corrections.

You are bound by your order as soon as you send the word "Clac".

And the following shall apply:

- The amounts due shall be payable in accordance with the purchase order; And,
- Signature and express acceptance of all operations carried out.

The user is informed that his or her usual payment method shall be the default payment method used in the payment link sent upon validation of the order. It is therefore the responsibility of the user, when validating the payment link, to check with his or her Genius regarding the default payment method.

In the event of fraudulent use of the debit card, the User is invited to call 06 44 60 99 90 as soon as he or she becomes aware of such use.

7. Payment methods and proof of transaction

ICARE Technologies uses the secure payment service provided by Stripe (<https://stripe.com/fr/privacy>), a company having its registered office at 3180 18th Street, Suite 100, San Francisco, CA 94110, USA.

Confidential data such as the 16-digit card number, expiry date and CVV code are directly transmitted in encrypted form to the bank's server.

Neither ICARE Technologies nor its Concierge Service provider Clac des doigts has access to this data.

5.1 All invoice requests must be addressed directly to ICARE Technologies.

In order to ensure the security of transactions and meet the need for fraud prevention in online sales, ICARE Technologies may be required to perform checks on the orders.

ICARE Technologies reserves the right to suspend all order management and delivery in the event of refusal to authorise payment by the officially accredited bodies or in the event of non-payment.

ICARE Technologies also reserves the right to refuse to make a delivery or to honour an order from a User who has not paid in full or in part for a previous order or with whom a payment dispute is in progress.

ICARE Technologies reserves the right, in the case of Content presenting a high risk of fraud or any suspicion based on Clac des Doigts' internal processes, to suspend or refuse any accounts or orders unilaterally.

ICARE Technologies has put in place an order verification procedure to ensure that no-one uses another person's bank details without his or her knowledge.

As part of this verification, the User may be asked to send ICARE Technologies a copy of an identity document and proof of address by e-mail.

The order shall then only be validated after ICARE Technologies has received and checked the documents sent.

5.2 The computerised registers, kept in ICARE Technologies' computer systems under reasonable conditions of security, shall be considered as proof of communications, orders and payments between the Parties.

Purchase orders and invoices are archived in a reliable and durable medium that can be produced as evidence.

8. Price of subscription to the Concierge Service

6.1 Access to and use of the Service is strictly subject to the purchase of an Aeklys® ring, the creation of an account in the Aeklys® Application, and the purchase of an annual subscription.

The Annual Subscription for €69.00 inclusive of tax (price outside of exceptional promotions) shall begin on the day of creation of the account in the Aeklys® Application, for a period of one year from date to date. It shall be renewed by tacit agreement, for successive periods of one year, from date to date, unless terminated by ICARE Technologies or the User.

ICARE Technologies shall inform the consumer by e-mail, at the earliest three months and at the latest one month before the end of the period allowing the consumer to decline the renewal, of the option to not renew the contract that he or she has concluded with a tacit renewal clause. This information, given in clear and comprehensible terms, shows the deadline for non-renewal in a clearly visible box. The user then undertakes to keep up to date his or her e-mail information provided for his or her Clac des Doigts account.

Where this information has not been sent to him or her in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time from the date of renewal.

The User may cancel the Subscription from his or her Personal Area in the Aeklys® Application or by sending an e-mail to support@icaretech.fr

6.2 Special tariff provisions:

SMS messages may be sent free of charge, excluding the operator's surcharge.

- The price of products and services is communicated to Users by SMS once the order process has begun.
- The price of the request made by the User, communicated by SMS, includes the costs associated with the product or service, such as delivery, packaging, preparation and insurance.
- Payment is taken from Users only after they have given their express agreement to the nature of the product or service ordered and its corresponding price.
- Prices take account of VAT applicable on the day of the order. Any change in the applicable VAT rate shall automatically be reflected in the price of the products and online services.
- If one or more taxes or contributions, in particular environmental taxes, is created or revised, whether upwards or downwards, this change may be reflected in the selling price of the products or services.
- Payment of the full price must be made at the time of ordering. At no time can sums paid be considered as a deposit or advance payment.

6.5 In view of the subscription purchased, ICARE Technologies does not apply any concierge fees, except in the following cases:

- Change of address
- Urgent requests,
- Requests requiring the intervention of more than one partner or service provider (in addition to Clac des doigts),
- Requests that take more than thirty minutes for the Geniuses to process,

- Ticketing and events,
- Requests deemed complex by the Genius, ICARE Technologies and Clac des doigts.

Charges levied on the user shall be transparent and indicated in the invoice.

6.6 The Express Delivery Service is currently only available within Paris and some nearby suburbs depending on the availability of couriers.

6.7 An annual subscription purchased before a change made to these Terms and Conditions of Use of the Concierge Service, excluding promotional and time-limited sales, shall continue at the price of the initial subscription for an indefinite period, excluding cases of outstanding debt and interruption to the subscription.

9. Product information

The Service offers to make available and deliver products and services of any kind requested by the User within the limits of compliance with the laws and regulations in force.

Items excluded from sale include, but are not limited to, the following products: cigarettes, cigars, cigarillos.

Clac des doigts, ICARE Technologies' Concierge service provider, holds a licence to deliver alcohol. No alcoholic beverage may be sold or offered to minors under the age of 18. For every alcohol order, ICARE Technologies shall ask the User to show an identity document in order to prove his or her age. Excessive alcohol consumption is dangerous to health, please drink responsibly.

10. Terms of delivery or provision of a service

The delivery of the product ordered or the provision of the service shall only be carried out after confirmation of payment by ICARE Technologies' banking institution.

10.1 For delivery of a product:

The products ordered shall be delivered by a courier, depending on the size and weight of the products ordered and at the sole initiative of ICARE Technologies. The user shall be responsible for providing information and validating the proposed courier. If the goods are not transportable due to their weight or volume, or an error by the Genius due to a lack of information from the user, ICARE Technologies shall not be held liable. The default couriers are couriers on 2-wheeled vehicles, able to transport a parcel with a maximum size of 30cm/30cm/3cm and weight of 7 kg. For larger parcels, the user shall be responsible for requesting a specific vehicle.

10.2 For provision of a service

The service shall be provided at the address indicated by the User on the order form; the User must ensure that the address is correct.

The user shall be charged for any wasted journey by the service provider due to provision of an erroneous or incomplete address, where 2 attempts have been made to call the contact number provided or that of the user, without success.

The goods to be delivered shall then be stored in the local area and delivered again, at the user's expense and at his or her request.

Any item stored for a period exceeding one year without prior agreement shall be destroyed.

Any perishable item shall be destroyed if it exceeds its Use By Date.

10.4 All travel, ticketing and transport services are subject to constant fluctuation in prices and availability. The quotation given is recorded on its day of issue and is subject to service provider availability, which can only be validated upon confirmation of booking by ICARE Technologies. These quotations are thus estimates and do not constitute a commitment on the part of ICARE Technologies.

10.5 The User may, at his or her request, have an invoice sent to the billing address and not to the delivery address, by validating the option provided for this purpose on the order form.

11. Obligations and responsibility of ICARE Technologies

11.1 ICARE Technologies undertakes to act with all the care and diligence necessary to provide a quality service.

11.2 However, ICARE Technologies is only liable for a best endeavours obligation under which the services or deliveries of goods shall be provided in strict compliance with the professional rules in use, as well as in accordance with the conditions of the order, where applicable. ICARE Technologies cannot be held responsible for the actions of Merchants.

11.3 ICARE Technologies shall not be held civilly or criminally liable in the case of a fault attributable to the User. Faults include, but are not limited to, the following cases:

- Misuse of the service
- Disclosure or unlawful use of the account created

11.4 The User accepts (i) that it is technically impossible to offer a Service entirely free of defects and that ICARE Technologies cannot undertake to do so, (ii) that defects may make the Service temporarily unavailable, and (iii) that the operation of the Site or the Aeklys® Application may be affected by events and/or problems over which ICARE Technologies has no control.

ICARE Technologies may at any time modify or interrupt, temporarily or permanently, all or part of the Site in order to carry out maintenance and/or make improvements and/or modifications to the Site or the Aeklys® Application. ICARE Technologies accepts no responsibility for any modification, suspension or interruption of the Site.

11.5 ICARE Technologies undertakes to communicate all necessary information on the service provider used in the event of a dispute.

12. Obligations and responsibilities of the user

12.1 The User has sole responsibility for the use of the Service, the information sent, and use of and updates to that information. The User undertakes to ensure that third parties do not use the SMS service from his or her mobile phone, or to contact the operators of the Site or the Aeklys® Application as soon as possible via the "Contact" section in the event of loss or theft of his or her mobile phone.

The User has sole responsibility for the use that is made of his or her account. Any access to or use of the Services from a User account shall be deemed to have been initiated by that party.

The User undertakes in particular:

- To provide sincere and truthful information;
- To send ICARE Technologies all the information and documents required for the performance of the Service.

12.2 The User alone shall bear the consequences of fraudulent use of his or her account.

12.3 It is the responsibility of the User to pay the total price of his or her order to ICARE Technologies.

Failing this, ICARE Technologies reserves the right to suspend the Service without notice.

12.4 ICARE Technologies reserves the right to check that the Concierge Service is being used properly by the User.

12.5 The User undertakes not to disclose any information about the Service.

This information is confidential and, as such, constitutes trade secrets.

13. User warranties

13.1 The Merchant supplying the product ordered via the Site or the Aeklys® Application is the guarantor of the conformity of goods ordered by the User via SMS. The User may therefore make a request exclusively to the Merchant under the legal warranty of conformity provided for in Articles L.211-4 et seq. of the French Consumer Code or the warranty against defects in the sold item within the meaning of Articles 1641 et seq. of the French Civil Code.

In the event of implementation of the legal warranty of conformity, it is recalled that:

- The User has a period of 2 (two) years following delivery of the goods in which to act;
- Given the specific nature of ICARE Technologies' business, the User may request the replacement of the goods delivered, subject to the cost conditions provided for in Article L211-9 of the French Consumer Code;
- The User is exempt from having to prove the existence of the non-conformity of the goods during the 6 (six) months following delivery of the goods;

Furthermore, it is recalled that:

- The legal warranty of conformity applies irrespective of the commercial warranty indicated below;
- The User may decide to implement the warranty against hidden defects in the delivered item, by making a claim against the manufacturer or seller within the meaning of Article 1641 of the French Civil Code. In this situation, he or she may then choose to cancel the sale or receive a discount in accordance with Article 1644 of the French Civil Code.
- The products sold are also covered by a commercial warranty aimed at guaranteeing their conformity and ensuring a refund of the purchase price, replacement or repair of the goods, by the seller of the goods.
- This warranty does not cover defects caused by abnormal or improper use, or resulting from a cause unrelated to the intrinsic qualities of the products.

- The User is expressly informed that ICARE Technologies is not the producer of the products presented within the meaning of Law n°98-389 of 19 May 1998 relating to liability for defective products.

Except in the case of gross negligence, ICARE Technologies shall not be liable to the Customer or to third parties (including, but not limited to) for any consequential, indirect, special, accidental or exemplary damages, whether foreseeable or not (including, but not limited to, damages related to loss of profit, production, operation, data or information), even if ICARE Technologies has been informed of the possibility of such damages.

14. Right of withdrawal

14.1 In accordance with the provisions of the French Consumer Code, the User has a period of 14 (fourteen) working days from the date of subscription to the Clac des Doigts concierge service in which to cancel the said subscription and request a refund without penalties.

In order to benefit from the Concierge Service during the withdrawal period, the User must expressly waive his or her right of withdrawal. The waiver of the right of withdrawal by the User shall be valid if and only if it is communicated to the company through the following media:

- Paper mail with acknowledgement of receipt
- CD/DVD/USB key
- E-mail

14.2 In its capacity as a transparent intermediary, in the event of an incident or problem of any nature whatsoever following the unsatisfactory provision of a service by a partner recommended by ICARE Technologies or its Concierge service provider Clac des doigts, ICARE Technologies cannot be held responsible for that incident.

Any conditions of sale after introduction by ICARE Technologies shall then be those of the company used and validated by the customer upon provision of the service. Likewise, any refund, credit note or repair on a product or service apart from those produced by ICARE Technologies shall also be governed by the conditions of the service provider.

ICARE Technologies shall provide all the information necessary to contact the service provider.

ICARE Technologies reserves the right to assist, free of charge, with all claims for compensation to a service provider that it has used by making use of the means at its disposal to satisfy its customer.

15. Privacy

15.1 All User information shall be used only in the context of the User's commercial relationship with ICARE Technologies and its service provider Clac des doigts.

This information comes from the voluntary registration of an e-mail address or a postal address at the time of ordering.

This information is never sold.

ICARE Technologies informs the User that it may share his or her data in order to ensure delivery of orders and certain aspects of after-sales service, and to carry out satisfaction surveys.

15.2 ICARE Technologies undertakes to respect the confidentiality of your personal data and to process them in accordance with the French Data Protection Act of 6 January 1978. A declaration has been made to the CNIL (2022038 v 0).

The User may at any time request the deletion of his or her information by sending an e-mail to: support@icaretech.fr

16. Retention of title

The User shall be the owner of the product only after payment of all sums due.

Until that date, the User may not resell or transfer it without express prior authorisation.

The Professional may make the said authorisation subject to certain conditions in order to guarantee the payment of the remaining sums due.

Notwithstanding any provision to the contrary, in the event of failure by the User to meet one of the payment deadlines, the Professional, without losing any rights, may demand, by simple registered letter, that the products be returned at the User's expense, until the User has fulfilled all of his or her commitments.

This clause is accepted at the time of ordering with an extension of damages and interest in the event of taking back equipment having suffered damaged upon being put into use.

17. Account closure & subscription cancellation

The User may cancel his or her subscription to the Concierge Service and close his or her Aeklys® account in the Aeklys® Application.

In the event of a problem, the User may make his or her request by e-mail to support@icaretech.fr

18. Force majeure

Any event beyond the control of the parties and which it is impossible to reasonably foresee and overcome shall be considered as a force majeure event in accordance with the provisions of Article 1218 of the French Civil Code.

19. Mediation

In the event of a dispute relating to these Terms and Conditions of Use of the Concierge Service, the User has the option of appealing, free of charge, to a consumer ombudsman in accordance with Articles L612-1 of the French Consumer Code.

A list of approved ombudsmen is available on the consumer mediation website accessible at the following address: <https://www.economie.gouv.fr/mediation-conso/mediateurs-references#secteur%2014>

The User may also file a complaint via the online dispute resolution platform (the "ODR" platform) accessible via the link below: <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>

In the event of failure to appoint an ombudsman or failure of the mediation process itself, the most diligent party may refer the matter to the competent court.

20. Applicable law and competent jurisdiction

These Terms and Conditions of Use of the Concierge Service as well as all contractual information mentioned on the Site are written in French and governed by French law.

In the event of a dispute or litigation between the parties, they shall endeavour, in good faith, to reach an amicable agreement.

21. Partners

Listing of ICARE Technologies partners on its "Member Area" offer platform:

ICARE Technologies reserves the right to agree or decline to list a partner on its offer platform, accessible by all of its subscribers, on the basis of mainly subjective criteria:

- An offer of interest to Clac des Doigts subscribers
- Responsiveness of the service
- Quality of the service
- Pricing
- Reliability of the service
- Having a previously established refund table and a competent after-sales department
- The image and values conveyed by the service
- The activity of the company must be lawful

The listing of a partner on the ICARE Technologies "member area" offer platform is priced at a listing fee of 300 euros per year (excluding tax), which can be adjusted according to the requirements of the contracting parties. This fee influences the position of the partner and the frequency of its presence in promotional e-mails but does not give it any advantage with regard to concierge service offers.

A partner may be de-listed from the ICARE Technologies "member area":

- In the event of a breach of any obligation. If the breach is due to the contracting service provider, ICARE Technologies reserves the right to de-list it without compensation. Otherwise, the parties shall refer to the clauses of the contract.
- In the event of a breach or change in the subjective criteria recognised by ICARE Technologies towards its partner at the time of selecting that partner, ICARE Technologies undertakes to issue a refund on a pro rata basis for the remaining months of the subscription.
- On the expiry date of the contract.

Selection of partners and service providers by ICARE Technologies for its concierge service:

In view of its bespoke, multidisciplinary and non-quantifiable activity in terms of the range of services provided, the selection of service providers is based on the following subjective factors:

- Geographical area
- Responsiveness of the service
- Quality of the service
- Pricing
- Reliability of the service
- The image and values conveyed by the service
- The activity of the company must be lawful
- Consumer preference

Identification of the service provider is available at the customer's request or upon provision of the quotation by the Genius. The customer may ask to use a particular service provider exclusively according to his or her preferences.

Reference: concierge-conditions/20201001

Last Updated: 10 January 2020

Previous Versions: 7 July 2019