

General Terms and Conditions of Sale for paid activities

Introduction

WEEZEM SAS, a simplified joint stock company with share capital of €30,000, registered with the Paris Trade and Companies Register under no. 884 381 575, whose head office is located at 33 rue Félicien David 75016 Paris - France (hereinafter the "**Company**") and whose Publication Director is Minh-Viêt PHAM, operates a mobile application downloadable from App Store and Google Play (hereinafter the "**Application**").

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The Application enables anyone (hereinafter referred to as "**Users**") to connect with other people and meet new partners for outings, engage in leisure, sports, cultural activities, and/or chatting.

Users proposing activities (hereinafter referred to as "**Organizers**") may, in certain cases and under certain conditions, propose paying activities. Payment for these activities must be made through the payment module integrated into the Application. The use of any other means of payment or the demand for payment in cash is strictly forbidden.

The purpose of these general terms and conditions of sale (hereinafter the "**GTCS**") is to set out the terms and conditions under which Users offer or purchase paid activities on the Application, and the terms and conditions of use of the payment system integrated into the Application. They define the rights and obligations of the Company and Users in all matters relating to paid activities.

WEEZEM SAS and the Users (Organizer or Participant) are hereinafter referred to together or individually as a "**Party**".

Article 1 - Application - Enforceability of the GTCS

In order to propose or register for paid activities offered on the application, all Users must first accept these General Terms and Conditions of Sale without restriction or reservation. Users acknowledge that, prior to publishing a paid activity or subscribing to a paid activity, they have been informed, in a legible and comprehensible manner, of the present Terms and Conditions and of all the information and details referred to in articles L111-1 to L111-7 of the French Consumer Code, and in particular:

- the essential characteristics of the paying activity,
- information relating to the payment system integrated into the Application,
- any charges relating to the use of the payment system,
- information on legal and contractual warranties and how to make use of them,
- the means of recourse in the event of a dispute,
- information on the right of withdrawal, termination procedures and other important contractual conditions.

Consequently, the fact that an individual or legal entity orders a paid activity on the Application and/or uses the integrated payment system implies full and unreserved acceptance of these GTS, which is expressly recognized by the User, who notably waives the right to invoke any contradictory document that would be unenforceable against the Company.

Validation of registration for a paid activity or validation of publication of a paid outing implies acceptance of the GTCS.

Article 2 - Publication of a paid activity

2.1 Conditions for creating a paid activity

When an Organizer makes registration for an activity it has published on the Application conditional upon payment of a sum of money, he/she must use the payment system integrated into the Application.

To be able to offer a paid activity, the User must first have taken out a paid Weezem Pro subscription. Weezem Pro subscriptions are subject to specific terms and conditions of sale, which can be consulted prior to validation of the subscription, and on Weezem website (www.weezem.com). Individual Users who have advanced expenses on behalf of other participants for an activity they have organized, and who request reimbursement of the expenses advanced from the participants via the integrated payment system, are not concerned by this obligation, provided that they make no direct or indirect profit from the activities they organize on the Application. In all other cases, a Weezem Pro subscription is required in order to offer a paid activity.

The payment system integrated into the Application and made available by the Company is operated by Stripe, a global player in online payment. The Company has no involvement whatsoever in payment transactions, which are the sole responsibility of Stripe, and has no access to the data collected by Stripe. For further details on how Stripe handles data, the User may consult the following link: <https://stripe.com/fr/privacy>

Before being able to offer a paid activity, the User must create a Stripe merchant account from the Application by entering the information requested by Stripe, including his IBAN. This merchant account enables the Organizer of a paid activity to receive payments made by Participants in this activity through the integrated payment system. By using the integrated payment system, the Organizer grants the Company a mandate to collect the amount of the cost of his/her paid activity in his/her name and on his/her behalf, which will be transferred to the Organizer's Stripe merchant account, excluding service charges, in accordance with the terms and conditions set out in these GTCs.

The entire Stripe merchant account creation and payment system process is carried out and operated by Stripe. The creation of a Stripe merchant account is authorized only to persons whose tax residence is in France. By creating a Stripe merchant account, the Organizer accepts Stripe's general terms and conditions of use, which can be consulted before his/her Stripe merchant account is created. The Organizer acknowledges and accepts that the Company is not responsible for payment transactions and in the event of a dispute should contact Stripe or its bank directly.

2.2 Publication process for a paid activity

Once the Stripe merchant account has been created and activated, the Organizer may propose a paying activity by selecting "paying" in the Prices section of the Application's activity creation form. The User undertakes to give a precise description of his/her activity so that Participants can have detailed information concerning his/her activity and be able to register with full knowledge of the facts.

The Organizer must then enter :

- either the amount he/she wishes to charge Participants. A calculator allows him/her to visualize the amount he/she will receive once the service fees have been deducted from this amount,
- or the amount net of service charges he/she wishes to receive: the amount to be paid by the Participants will be automatically calculated taking service charges into account.

Once the amount has been validated, the Organizer's activity will be published with the price to be paid by Users wishing to register for this activity. The Organizer may modify or cancel the activity, provided no User has yet registered for it. However, he/she may not leave the activity, even if he/she has appointed one or more other administrators for the activity.

The Organizer acknowledges that his/her merchant account may be deactivated by Stripe or by the Company. This may be the case, without this list being exhaustive, when:

- additional verifications or information have been requested by Stripe and have not been provided by the Organizer,
- litigation has been initiated against the Organizer,
- fraud is suspected against the Organizer.

When an Organizer's merchant account is deactivated, he/she will no longer be able to publish paid activities, receive payments or make transfers from his/her Stripe merchant account to his/her bank account.

2.3 Service fees

Use of the payment system integrated into the Application incurs service charges for the Organizer. These service fees cover, in particular, the costs invoiced by Stripe for the use of its online payment system, various bank charges, and part of the operating costs of the Application.

Service fees are calculated each time a paying activity is created, according to a formula that is identical for all Organizers. The Organizer is informed of the service fees before validating the publication of each of his/her paid activities, either by entering the amount requested from Participants for his/her activity, or by entering the net amount of fees he/she wishes to obtain for his activity. In the first case, the amount he/she will receive once the service fee has been deducted will be displayed. In the second case, the amount requested by the Organizer will be increased to take account of service charges: this recalculated amount corresponds to the amount requested from Participants to register for the Organizer's paid activity, and will be displayed on the activity published by the Organizer in the Application.

The service fee calculation formula may be revised by the Company at any time and without notice. In the event of a change, the new calculation formula will only apply to new paid activities published after the change.

Validation of the publication of a paid activity implies full acceptance of the service fees. The amounts received in the Organizer's Stripe merchant account take into account the service fees previously deducted.

2.4 Promotional codes

The Organizer of a paid activity may generate promotional codes from the Application for a paid activity he/she has published, in order to enable Users to register for this activity free of charge. The Organizer may then communicate these coupon codes to the Users of his/her choice, who may then register for the activity without having to pay.

The Organizer is solely responsible for communicating these promotional codes. Under no circumstances may the Company be held responsible in the event that the Organizer sends these promotional codes to the wrong User, or in the event that these promotional codes are disclosed by any person having knowledge of them.

If necessary, the Organizer may deactivate a promotional code by clicking on "delete" in the "List of promotional codes" section of the activity concerned.

2.5 Recovery of funds

Payments made by a Participant to a paid activity will fund the Stripe merchant account of the Organizer of this activity after deduction of service fees. In order to recover these funds, the Organizer must make a transfer from his/her Stripe merchant account to his/her bank account via the Stripe interface accessible from the Application. Payments net of fees received on the Stripe merchant account are available for transfer to the Organizer's bank account only after the expiry of a period of 3 working days from the end of the activity and provided that the payment has been made for at least 7 working days and that the activity has taken place and is not the subject of any dispute.

The Organizer can view the balance of his merchant account at any time from the Application.

Funds available in the Organizer's Stripe merchant account can only be transferred to the Organizer's bank account for a minimum amount of €30, provided that the Organizer's merchant account has not been deactivated.

Payments received on the Stripe merchant account must be transferred to the Organizer's bank account within a maximum of 90 days.

2.6 Modifying a paid activity

Once a paid activity has been published on the Application, the Organizer may only modify it if no participant has registered for it. If at least one User has registered for the activity, the User may only modify it after cancelling all registrations for the activity. In the event of cancellation, all participants will be reimbursed in full. The corresponding service charges remain the responsibility of the Organizer and will be charged to the Organizer's merchant account. Once registrations have been cancelled, the

Organizer may modify its activity. In the event that the Organizer's Stripe merchant account shows a negative balance following the modification of a paid activity by the Organizer in view of the service fees charged to the Organizer, the Organizer undertakes to make up the negative balance without delay by replenishing his Stripe account so that the balance of his Stripe merchant account becomes positive again.

2.7 Cancellation of a paid activity

The Organizer of a paid activity has the option of deleting the activity up to the start date of the activity. If the activity is cancelled while Users are registered for it, all registered Participants will be reimbursed in full. The corresponding service charges will be borne by the Organizer and will be charged to its Stripe merchant account. If the cancellation of the activity is due to force majeure, the Organizer must contact the Company to request the cancellation of the service fees charged to his/her Stripe merchant account.

In the event that the Organizer's Stripe merchant account shows a negative balance following the cancellation of a paid activity by the Organizer in view of the service fees charged to the Organizer, the Organizer undertakes to make up the negative balance without delay by replenishing his Stripe account so that the balance of his Stripe merchant account becomes positive again.

2.8 Removal of a Participant from a Paid Activity

The Organizer may remove a Participant from one of his/her paid activities if he/she has a legitimate reason. In the event that a Participant is removed, the Participant will be reimbursed in full and the Organizer will be charged the corresponding service fee to his Weezem merchant account. If the Organizer considers that the deletion of the Participant is attributable to the latter's fault, he/she may request reimbursement of the service fees charged to him/her by contacting the Company.

In the event that the Organizer's Stripe merchant account shows a negative balance following the deletion of a paid activity by the Organizer, taking into account the service fees charged to the Organizer, the Organizer undertakes to make up the negative balance without delay by replenishing its Stripe account so that the balance of its Stripe merchant account becomes positive again.

2.9 Dispute management

Users registered for a paid activity may open a dispute with the Organizer and request a full refund for the activity through the Application. Disputes are received by the Organizer at the email address provided when opening his/her Stripe merchant account. The dispute can be viewed in the Application under the heading "My merchant account". Once a dispute has been opened, the Organizer has 7 days in which to respond. If the Organizer does not respond within this period, the dispute will be closed and the participant will automatically be reimbursed in full, with the service fee charged to the Organizer's merchant account.

Once a dispute has been received, the Organizer may accept the Participant's refund (in which case the Participant will be refunded in full and the service fees will be charged to the Organizer's merchant account) or refuse the refund requested by the Participant. If the Participant refuses reimbursement, the dispute will automatically be forwarded to the Company, which will be the sole judge of whether or not to reimburse the Participant. By publishing a paid activity on the Application, the Organizer accepts that the final decision in the event of a dispute between the Organizer and a Participant will be made by the Company, and undertakes to abide by it and not to call it into question.

In the event that the Organizer's Stripe merchant account shows a negative balance following the reimbursement of an activity, taking into account the service fees charged to the Organizer, the Organizer undertakes to make up the negative balance without delay by replenishing its Stripe account so that the balance of its merchant account becomes positive again.

2.10 Obligations of paid activity Organizers

Organizers of paid activities undertake to:

- not to make any direct or indirect profit from a paid activity if they do not have a Weezem Pro subscription,
- provide a clear, honest description of their activity when they publish it,
- ensure that they have the skills and, where applicable, the authorizations required to offer their activities,

- cancel a paid activity only in cases of force majeure,
- not to use any means of payment other than the integrated payment system,
- not to request additional payment from Participants in addition to the initial payment,
- not to overbook an activity,
- not to direct Users outside the Application and in particular not to ask Users to join a messaging service (e.g. WhatsApp, Messenger, Telegram, etc.) or other platforms or social networks. Only the Weezem messaging service must be used. In the event of a breach of this rule, the Company may decide to delete the Weezem account of the User.
- respond in a timely manner to any disputes they received,
- maintain a positive Stripe merchant account balance at all times, or make up any negative balance immediately,
- respond promptly to requests made by administrative authorities, Stripe or the Company. Should the Organizer fail to respond, the Company reserves the right to take any measures it deems appropriate in view of the situation, including suspending the Merchant Account,
- comply with all applicable laws and regulations that may apply to activities organized by the Organizer on the Application. In particular, the Organizer is solely responsible for any administrative, tax or social declarations it may be required to make in connection with its activities.

2.11 Deletion of the Organizer's Weezem account

When an Organizer has published a paid activity and therefore has a Stripe merchant account, he/she may only delete his Weezem account if his/her Stripe merchant account balance is zero. If this is not the case, the merchant account balance must first be transferred to the bank account before the Weezem account can be deleted. In the event that the merchant account balance is less than €30, the customer must contact the Company at contact@weezem.com.

If an Organizer's Weezem account has been deleted due to non-compliance with the general terms and conditions of use of the Application, the general terms and conditions of sale of paid services or the GTCs, the Organizer must contact the Company for any questions relating to his Stripe merchant account.

Article 3 - Registration for a paid activity

3.1 Registration process

In order to register for a paid activity, the User must use the payment system integrated into the Application. This system, provided by the Company, is operated by Stripe, a global player in online payment. The Company has no involvement whatsoever in payment transactions, which are the sole responsibility of Stripe, and has no access to the data collected by Stripe. For more details on how Stripe handles data, the User may consult the following link: <https://stripe.com/fr/privacy>. In the event of a problem with a payment, the User should contact Stripe and/or its bank directly.

Registration for a paid activity will be validated only after payment of the amount requested by the Organizer. To register, the User must click on "Participate" then "Accept and Pay", and will then be directed to the payment page operated by Stripe, where he/she can pay by credit card, Visa or Mastercard.

Once the payment has been validated, the User's registration will be effective and he/she will be able to take part in the outing on the corresponding date without having to make any additional payment. All payments made by the Participant can be consulted in the Application in the Orders section, accessible from the User's Preferences.

3.2 Cancellation of registration

Cancellation by the User

Once payment has been validated, the User will be added to the list of Participants in the activity. The Participant accepts that his/her registration for a paid outing is firm and definitive. Once registered,

he/she may not cancel his/her participation for any reason whatsoever, and will not be entitled to any refund, unless the activity does not take place.

If the Participant wishes to cancel his/her participation in the activity, he/she must contact the activity Organizer, whom is the only person who can remove him/her from the list of Participants. The Organizer is not obliged to reimburse the Participant, whose payment remains its property. The decision to reimburse the Participant on a commercial basis rests solely with the Organizer.

Cancellation by the Organizer

In the event that the Organizer of the activity cancels the activity to which the Participant has subscribed, or cancels the Participant's registration for any reason whatsoever, the Participant will be reimbursed in full, except in the event of fault on the part of the Participant. The Company shall not be held liable for any such cancellation, and no compensation shall be payable. The Participant who registers for a paying activity accepts that in the event of cancellation of the activity to which he/she has subscribed or in the event of cancellation of his/her participation by the Organizer, he/she will not be entitled to any compensation other than reimbursement of the amount paid at the time of registration.

3.3 Disputes

At any time after payment and up to 3 days after the date of the activity, the Participant may open a dispute from the Application to request reimbursement of the activity paid for. When opening a dispute, the Participant must state his/her reasons. The dispute will then be forwarded to the Organizer, who has 7 days to respond.

If the Organizer does not respond within this period, the Participant will automatically be reimbursed in full. If the Organizer refuses reimbursement, the dispute will automatically be forwarded to the Company, which will be the sole judge of the final decision as to whether or not to reimburse the Participant. By registering for a paid activity on the Application, the Participant accepts that the final decision in the event of a dispute between the Organizer and a Participant will be taken by the Company, and undertakes to abide by it and not to call it into question.

In the event that the activity to which the Participant has subscribed does not take place, the Participant must open a dispute with the Organizer within a maximum of 3 days after the date of the activity. If the Participant has not opened a dispute within 3 days of the date of the activity, the latter is deemed to have taken place normally and no request for reimbursement may be made by the Participant.

3.4 Obligations of Participants in a paid activity

Participants in a paid activity undertake to:

- notify the Company of any paid activity that has not taken place or that does not comply with the description provided by the Organizer within the allotted time,
- notify the Organizer without delay of any impediment to participation in the outing for which he/she has registered,
- notify the Company of any request for additional payment made by the Organizer,
- not to open any unfounded dispute.

Article 4 - Right of withdrawal

As the purpose of the Application is to put Users in contact with each other through the practice of activities, subscribing to a paid activity de facto puts the User who has subscribed to the paid activity in contact with the Organizer and the other Participants, who can communicate even before the activity begins via the activity-specific discussion thread. By subscribing to a paid activity, the User expressly accepts that the introductory service has been carried out immediately and before the 14-day withdrawal period provided for in article L. 121-21 of the French Consumer Code: the User therefore expressly waives his/her right of withdrawal in accordance with the provisions of article L. 121-21 of the French Consumer Code.

Article 5 - Data protection

The Company undertakes to guarantee to its Customers the respect of their privacy, as well as the security and confidentiality of the data and information communicated to it.

As part of the management of personal data, the Company provides the Customer with all information relating to the conditions under which such data is processed and to the Customer's rights.

This information is available on the Company's website under the heading "Charter relating to Users' personal data" at <https://www.weezem.com/documents/privacy-policy-fr>.

As the payment system integrated into the Application is operated entirely by Stripe, the Company has no access to the data collected by Stripe. For further details on how Stripe processes data, the User may consult the following link: <https://stripe.com/fr/privacy>

Furthermore, the Company is not responsible for any data that the User who has subscribed to a paid activity may have communicated to its Organizer as part of this activity. To assert his rights in relation to this data, the User must contact the Organizer directly.

Article 6 - Warranties

The Company and the Organizers are legally bound to provide Individual Customers with a legal guarantee of conformity in accordance with articles L.217-4 to L.217-12 of the French Consumer Code, and a guarantee against hidden defects in accordance with articles 1641 to 1648 and 2232 of the French Civil Code.

In the event that the Company offers a paying activity, it undertakes to provide this activity in accordance with its description and according to the rules of the trade, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Participants expressly acknowledge and accept. Activities are subject to the same exclusions of warranties as those described in the General Terms and Conditions of Use that the Customer has accepted by creating an account on the Application.

In any event, the Company is not liable for activities that it has not offered itself. Under no circumstances can the Company be held liable for activities offered by other Organizers for which a fee is charged, which is expressly recognized and accepted by the Participants.

Article 7 - Remedies

These General Terms and Conditions of Sale are governed by French law.

For individual customers, the present General Terms and Conditions of Sale, as well as all contractual relations which may arise therefrom, are subject to French law. In the event of a dispute between the Parties, the Customer has the right to have recourse, free of charge, to a consumer mediator with a view to amicably resolving the dispute in accordance with Articles L152-1 of the French Consumer Code.

A list of approved mediators is available on the consumer mediation website at the following address: <https://www.economie.gouv.fr/mediation-conso/liste-des-mediateurs-references>.

In the absence of an amicable solution between the parties, in particular through mediation, the competent courts may be seized by the most diligent party. In the event of a dispute concerning the validity, interpretation and/or execution of these General Terms and Conditions of Sale, the Parties agree that the Paris courts shall have exclusive jurisdiction, except in the event of mandatory procedural rules to the contrary.

For Professional Users, any dispute relating to the interpretation and execution of these General Terms and Conditions of Sale shall be governed by French law. In the event of a dispute, the parties undertake to attempt to resolve it amicably.

Failing amicable resolution, the dispute will be referred to the Commercial Court of Paris.

Article 8 - Language

In the event there is a discrepancy of these GTC and any translated copies, the language of interpretation shall be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

Entry into force

The present General Terms and Conditions of Sale came into force on August 11, 2023.