TERMS OF SALE — MINDFOCUS

Version of 30 September 2026, in force from its publication. It replaces the Terms of Sale of 1 September 2025.

This English version is provided for information only. In case of discrepancy, the French version (« Conditions générales de vente ») prevails.

Article 1 — Identification of the Publisher

The MindFocus website and application (the "**Platform**") are published by:

Erwan Holley — EI, sole trader (*entrepreneur individuel*) trading as **MindFocus.io**, SIREN **881 141 329**, SIRET of the head office **881 141 329 00022**, whose head office is located at **61 rue de Lyon, 75012 Paris, France**;

email: **team@mindfocus.io**; telephone: **+33 6 58 50 33 80**;

VAT not applicable, article 293 B of the French General Tax Code

(the "**Publisher**").

Article 2 — Purpose and scope

2.1. These terms of sale (the "**Terms of Sale**") govern the sale by the Publisher of the paid offers of the Platform (the "**Paid Offers**") to any natural or legal person (the "**Customer**").

2.2. They apply to the **consumer** Customer within the meaning of the French Consumer Code, and to the professional Customer subject to Article 15, which is specific to professionals.

2.3. The use of the Platform, whether free or paid, is also governed by the Terms of Use. The processing of personal data is described in the privacy policy. In case of conflict between the Terms of Use and these Terms of Sale on a matter relating to a Paid Offer, these Terms of Sale prevail.

2.4. The applicable Terms of Sale are those in force on the date of the order. They are available at any time on the Platform and sent to the Customer on a durable medium with the order confirmation (Article 5.4).

Article 3 — Offers

3.1. **Free access.** Part of the Platform is available free of charge, with or without an account, within the limits described on the Platform. Free access is not a Paid Offer and is not governed by these Terms of Sale unless stated otherwise.

3.2. **Premium subscription.** The Premium subscription (the "**Subscription**") gives access, for its duration, to the features described on the "Pricing" page of the Platform on the day of the order, in particular extended or unlimited use of features that are limited in free access.

3.3. **Additional credits.** Where offered, additional credits for the Platform's artificial intelligence features (the "**Credits**") may be purchased by a Customer holding an ongoing Subscription. Credits may be used while the Subscription is active; they have no monetary value and are neither refundable in cash nor transferable, subject to Article 7.

3.4. **Main characteristics.** The main characteristics of each Paid Offer, and any fair-use limits (in particular to prevent automated or abusive use of the artificial intelligence features), are presented on the "Pricing" page before any order, in accordance with articles L. 111-1 and L. 221-5 of the French Consumer Code.

3.5. **Nature of the service.** MindFocus is a learning and memorisation tool. **The Publisher does not guarantee any school, university, exam or competitive-exam result.** The progress and mastery indicators displayed by the Platform measure the use of the Platform's features; **they are neither a diploma, nor a certification, nor a certificate of competence enforceable against third parties.**

Article 4 — Prices

4.1. Prices are shown **in euros** on the "Pricing" page and repeated on the payment page before the order is confirmed. **VAT not applicable, article 293 B of the French General Tax Code**: the displayed price is the total price payable.

4.2. **The price charged is the price displayed in euros on the payment page when the order is confirmed.** Where a price is shown in another currency for information, only the price in euros on the payment page is binding; any currency conversion fees charged by the Customer's bank are borne by the Customer.

4.3. The Subscription price is guaranteed for the current subscription period. Any change to the price applicable to a renewal period is notified to the Customer in the information provided under Article 8.2, at least one month before the renewal date; the Customer may then oppose the renewal free of charge. Otherwise, the new price applies from the renewal.

4.4. Promotional offers and discount codes apply under the conditions and for the period stated when they are communicated.

Article 5 — Order

5.1. Orders are placed online, from a user account, by following the steps of the subscription process: choice of the Paid Offer, summary (offer, duration, total price, renewal terms), **acceptance of the Terms of Sale by a positive action** (unticked checkbox), **optional request for immediate performance** (Article 7.3), then payment.

5.2. Before confirming, the Customer can check the details of the order and correct any errors. The order is confirmed by a button clearly indicating the obligation to pay, such as "**Order with obligation to pay**" or "**Pay and subscribe**" (article L. 221-14 of the French Consumer Code).

5.3. The contract is concluded upon receipt of payment.

5.4. The Publisher sends the Customer, by email, **an order confirmation on a durable medium**, including the essential information of the order, these Terms of Sale and, where applicable,

confirmation of the request for immediate performance and its consequences for the right of withdrawal (article L. 221-13 of the French Consumer Code).

5.5. The Publisher may refuse an order for a legitimate reason, in particular in the event of an unresolved prior payment dispute or fraudulent use of the Platform.

Article 6 — Payment

6.1. Payment is made by bank card or any other means offered on the payment page, through the payment provider **Stripe**. The Publisher never has access to the Customer's full card details.

6.2. **The annual Subscription is payable in advance, in a single payment**, upon subscription and then at each renewal. Credits are payable when ordered.

6.3. If a renewal payment fails, the Publisher informs the Customer and invites them to update their payment method. If the situation is not resolved within **fourteen (14) days**, the Subscription ends and the account returns to free access, at no further cost to the consumer Customer.

6.4. An invoice is made available to the Customer in their subscription management area.

Article 7 — Right of withdrawal (consumer Customer)

7.1. **Period.** In accordance with article L. 221-18 of the French Consumer Code, the consumer Customer has **fourteen (14) days** from the conclusion of the contract to withdraw, without giving any reason and without bearing any costs other than those provided for in Article 7.3.

7.2. **Exercise.** The Customer exercises this right by sending, before the period expires, an unambiguous statement to **team@mindfocus.io**, or by using the **withdrawal form** set out in the annex. The Publisher acknowledges receipt of the withdrawal on a durable medium.

7.3. **Immediate performance.** If the Customer wishes to access the Paid Offer before the end of the withdrawal period, they expressly request it when ordering (article L. 221-25 of the French Consumer Code). They then retain their right of withdrawal, but **the amount corresponding to the service provided until they communicate their decision to withdraw**, in proportion to the total price of the Offer, remains payable; for Credits, this amount corresponds to the Credits used. Without an express request for immediate performance, nothing is payable in the event of withdrawal.

7.4. **Refund.** The Publisher refunds all sums paid, less any amount due under Article 7.3, **no later than fourteen (14) days** after receiving the withdrawal decision, using the same means of payment as the initial transaction unless the Customer expressly agrees otherwise, at no cost to the Customer.

7.5. **Lack of information.** If the information on the right of withdrawal has not been provided to the Customer, the withdrawal period is extended by twelve (12) months (article L. 221-20 of the French Consumer Code).

Article 8 — Duration, renewal and termination of the Subscription

8.1. **Duration.** The Subscription is taken out for **one (1) year** from its subscription. It is **tacitly renewed** for successive periods of one (1) year unless terminated under the conditions below.

8.2. **Information before renewal.** In accordance with article L. 215-1 of the French Consumer Code, the Publisher informs the consumer Customer in writing, by a dedicated email, **no earlier than three (3) months and no later than one (1) month before the end of the current period**, of the possibility of not renewing the Subscription, stating the deadline, the price of the next period and how to terminate. Failing this information, the consumer Customer may terminate the Subscription free of charge at any time from the renewal date; the sums paid for the period after termination are then refunded within thirty (30) days.

8.3. **Termination by the Customer — at any time, online.** The Customer may terminate the Subscription **at any time, in a few clicks**, from their account menu: the "**My account**" entry opens the secure subscription management area, where the "**Cancel subscription**" option is available — a free feature accessible at all times (article L. 215-1-1 of the French Consumer Code). The Customer may also terminate by email to **team@mindfocus.io**. The Publisher confirms termination on a durable medium, stating its effective date.

8.4. **Effect of termination.** Except in the cases provided for in Articles 7, 8.2, 8.5 and 12, **termination takes effect at the end of the current annual period**: the Subscription is not renewed, the Customer keeps Premium access until that date, and the account then returns to free access. The current period, paid in advance, is not refunded pro rata, **except in the event of a breach by the Publisher of its obligations**.

8.5. **Termination by the Publisher.** The Publisher may terminate the Subscription in the event of a serious breach by the Customer of the Terms of Use or these Terms of Sale, after formal notice that remains unanswered for **fifteen (15) days**, except in an emergency related to the security of the Platform or the protection of others justifying immediate suspension. If the Publisher stops providing the Paid Offer for a reason not attributable to the Customer, it refunds the consumer Customer the portion of the price corresponding to the unperformed period.

Article 9 — Provision of the service and availability

9.1. The Paid Offer is provided online upon conclusion of the contract, subject to Article 7.3.

9.2. The Publisher uses reasonable means to ensure access to the Platform twenty-four hours a day, subject to interruptions necessary for maintenance, updates and security, which it endeavours to limit and, where possible, announce. Prolonged unavailability attributable to the Publisher gives the consumer Customer the remedies provided for in Article 10.

9.3. **Changes to features.** The Publisher may develop the Platform. A change that significantly and adversely reduces the essential features of an ongoing Subscription is notified to the Customer at least thirty (30) days in advance; the Customer may then terminate the Subscription free of charge and obtain a refund of the portion of the price corresponding to the unperformed period (article L. 224-25-25 of the French Consumer Code).

Article 10 — Legal guarantee of conformity (consumer Customer)

10.1. The Publisher must provide digital content and services that conform to the contract and is liable for lack of conformity appearing **throughout the duration of the Subscription**, under **articles L. 224-25-12 et seq. of the French Consumer Code**.

10.2. In the event of a lack of conformity, the consumer Customer is entitled to have the service **brought into conformity**, free of charge and within a reasonable time; failing this, or if the defect is serious, to a **price reduction** or to **termination of the contract**, with a refund under the legal conditions. The Customer reports the defect to **team@mindfocus.io**.

10.3. These rights are in addition to, and do not reduce, the Customer's other statutory rights.

Article 11 — Liability

11.1. The Publisher is liable for the proper performance of its obligations. However, it cannot be held liable for damage resulting from (i) use of the Platform that does not comply with the Terms of Use, (ii) the act of a third party, (iii) force majeure within the meaning of article 1218 of the French Civil Code, or (iv) a failure of communication networks or of the Customer's equipment.

11.2. **Educational content.** The Platform's content — including content produced with artificial intelligence tools — is provided for learning purposes. It may contain errors or omissions; the Customer is invited to check it against their teaching sources. **It never constitutes medical, legal, financial or professional advice.**

11.3. Nothing in these Terms of Sale limits the Publisher's liability for personal injury, gross negligence or wilful misconduct, or deprives the consumer Customer of the rights they derive from mandatory provisions.

Article 12 — Personal data

The Publisher processes the Customer's personal data, as data controller, for the management of accounts, orders, payments, customer relations and legal obligations, under the conditions described in the **privacy policy** published on the Platform, in accordance with Regulation (EU) 2016/679 and French Law No. 78-17 of 6 January 1978.

Article 13 — Customer service and complaints

Any question or complaint may be sent to **team@mindfocus.io**. The Publisher endeavours to reply within **seven (7) working days**.

Article 14 — Mediation and disputes (consumer Customer)

14.1. In the event of a dispute not resolved by a prior written complaint, the consumer Customer may refer the matter free of charge to the consumer mediator to which the Publisher belongs: **CM2C — Centre de la Médiation de la Consommation de Conciliateurs de Justice**, 49 rue de Ponthieu, 75008 Paris, France; online referral: **www.cm2c.net** ("Déclarer un litige"), in accordance with articles L. 612-1 et seq. of the French Consumer Code. Recourse to mediation is optional.

14.2. These Terms of Sale are governed by **French law**, without prejudice to the more protective mandatory provisions of the law of the consumer Customer's country of habitual residence. The consumer Customer may bring proceedings, at their choice, before the court of the place where they lived when the contract was concluded or when the harmful event occurred, or before any other court competent under the law (article R. 631-3 of the French Consumer Code).

Article 15 — Provisions specific to professional Customers

Where the Customer acts for professional purposes (in particular an educational establishment, a training organisation or a teacher subscribing for their activity):

- Articles 7, 8.2, 10 and 14.1 do not apply;
- any special conditions agreed in writing (quote, purchase order) prevail over these Terms of Sale;
- any sum not paid when due bears interest at three times the legal interest rate and gives rise to the fixed indemnity for recovery costs of forty (40) euros (articles L. 441-10 and D. 441-5 of the French Commercial Code);
- except in the event of gross negligence or wilful misconduct, the Publisher's liability is limited to direct damage and capped at the amount paid by the Customer over the last twelve (12) months;
- any dispute falls within the exclusive jurisdiction of the courts within the jurisdiction of the Paris Court of Appeal.

Article 16 — Changes to the Terms of Sale

The Publisher may amend these Terms of Sale. The amended Terms of Sale apply to orders placed after they are published. For an ongoing Subscription, any change unfavourable to the Customer is notified at least **thirty (30) days** before it takes effect; during this period, the Customer may terminate the Subscription free of charge with a refund of the portion of the price corresponding to the unperformed period. Otherwise, the amended Terms of Sale apply from the next renewal.

Article 17 — Miscellaneous

17.1. **Language.** The Terms of Sale are drafted in French. Translations are provided for information; in case of discrepancy, the French version prevails.

17.2. **Partial invalidity.** If a provision is held void or unenforceable, the other provisions remain in full force.

17.3. **Assignment.** The Publisher may assign the contract to a third party taking over the operation of the Platform, provided the Customer's rights are maintained; the Customer is informed in advance.

Annex — Withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To **Erwan Holley — EI (MindFocus.io), 61 rue de Lyon, 75012 Paris, France — team@mindfocus.io**:

I hereby give notice that I withdraw from the contract for the provision of the following service:

- Offer: .....
- Ordered on: .....

- Name of consumer: .....
- Email address of the account: .....
- Date: .....

Signature (only if this form is notified on paper):