

TERMS AND CONDITIONS OF SALE – Space Booty

1. SELLER'S IDENTITY AND CONTACT

The following general terms and conditions of sale detail the rights and obligations of the parties, the Company Coralie Van den Bossche FRANCE SARL, a company with a capital of 1000 € registered with the R.C.S of Reunion Island.

2. PURPOSE AND APPLICATION OF THE TERMS AND CONDITIONS

2.1. Subject

The present general conditions of sale apply without restriction or reserve to all online sales of Space Booty. The sales site Space Booty, owned by the Company Coralie Van Den Bossche, hereinafter referred to as: Space Booty or The Company offers for sale to Buyers hereinafter referred to as: the Buyer, products as defined in Article 3 of the GTC. The products are currently sports programs.

The purpose of the general terms and conditions of sale is to define the terms and conditions for the sale of the products.

These general terms and conditions of sale are accessible, downloadable and printable at any time on the site and in your member area. They take precedence over all other general or special conditions.

2.2. Application and acceptance of the general sales conditions

Prior to placing an order, the Buyer declares that he/she has full legal capacity to commit himself/herself under the present terms and conditions of sale.

Acceptance of the general terms and conditions of sale is evidenced by a box to be ticked at the time of payment. The Buyer who does not accept the general conditions of sale cannot place an order for products from the site.

We would also like to point out that no particular result is attached to the purchase of the various products sold on the www.space-booty.com site.

3. PROGRAM FEATURES

Space Booty currently markets a complete range of sports programs, adapted to every objective and every level of fitness.

There are two types of program:

- A home program;
- An indoor program.
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The programs are made up of five modules:

- Explanatory videos;
- Anatomy; Nutrition
- Nutrition;
- Mindset;
- Three training phases.

The tips (anatomy, nutrition, etc.) are only guidelines to be followed in order to improve the objectives sought by the Buyer.

4. ORDERING AND CREATING AN ACCOUNT

4.1. Order

To place an order, the Purchaser must click on "Join the program", which will take him/her to the shopping basket and allow him/her to pay for the order. This basket can be modified at any time, if the Purchaser wishes to change his/her choice between the two existing programs (the indoor program or the home program) or to purchase both programs, or even to correct any errors.

When purchasing the program(s), the Buyer must provide his/her personal information in the fields provided. Without the information requested, access to the member's area in which the Buyer will have access to all the content described above will not be validated.

The information entered by the Buyer must be accurate, provide proof of identity and be binding from the moment it is validated.

4.2 Order confirmation

Once the order has been placed, the Buyer receives a confirmation e-mail. The Buyer must ensure that the contact details provided when ordering or updating his/her account are correct. As a member, you can also modify your details in the "Profile" tab.

The order and its confirmation are deemed to have been received when the parties to whom they are addressed have access to them.

Once the purchase has been finalized, the Buyer can access his/her member area via the account he/she has created.

In the event of non-receipt of products after the order has been placed, the Buyer must first check at the e-mail address provided whether or not he/she has received confirmation of his/her order. If this is not the case, the order has not been validly recorded by the Company, and the user must place another order.

4.3. Account creation

The Purchaser may create an account before or after purchasing the program(s). This account will enable the Buyer to connect to his/her member area and access the content of the chosen program, to have access to sports advice, nutritional advice, explanatory videos on movements and the full program.

The Buyer undertakes to update his/her information in the event of modifications (e.g. e-mail address).

The Buyer is responsible for maintaining his/her account and the confidentiality of his/her password.

He/she must contact the Company using the contact details mentioned in the customer service section as soon as he/she notices that his/her account has been used without his/her knowledge.

He acknowledges the Company's right to take all appropriate measures in the event of such an incident

5. PRICES AND TERMS OF PAYMENT

5.1. PRICES

Prices are indicated on the site in euros, inclusive of all taxes, i.e. €150 inclusive of all taxes.

The Buyer has the option of paying in several instalments (1x, 2x, 3x).

5.2. PAYMENT TERMS

Payment for sports programs is made online:

- By credit card via stripe,
- By paypal,
- Or by any other means proposed on the site at the time of ordering.

The Buyer guarantees the Company that he/she has the necessary authorizations to use to use the chosen method of payment. Space Booty reserves the right to suspend or cancel any order, in case of non-payment of any sum due by the Buyer. In the event of non-payment or in the event of attempted or proven fraud, penalties equivalent to one and a half times the French legal interest rate may be applied by operation of law, as soon as unpaid amounts are ascertained or as soon as the rejection of bank payment is notified.

6. USE OF THE PROGRAM

The Company provides indoor and home sports programs, as well as dietary content. It is subject to an obligation of means and not of result.

The information and data contained in the programs and/or on the website are provided for information purposes only.

This information cannot be assimilated, in any way whatsoever, to specific advice (in particular medical or dietary advice, diet proposals, etc.). The Company cannot be held responsible for any direct or indirect damage.

The Buyer therefore uses the Space Booty site with full knowledge of the facts. The site gives no guarantee as to the suitability of the programs for the Buyer's needs.

THE BUYER IS SOLELY RESPONSIBLE FOR THE USE OF INFORMATION, PROGRAMS AND SERVICES ASSOCIATED WITH THE SITE. IT IS THE PURCHASER'S RESPONSIBILITY TO VERIFY, PRIOR TO ANY USE OF THE SUBSCRIBED PROGRAM, THE CONFORMITY AND SUITABILITY OF THE PROPOSED EXERCISES TO HIS/HER NEEDS, AND TO ADAPT THEM IF NECESSARY, INCLUDING SEEKING ADVICE FROM A HEALTH, SPORTS, DIETETICS OR NUTRITION PROFESSIONAL IF NECESSARY.

Under no circumstances shall the Site be held liable for the non-performance of the contract entered into.

7. REFUNDS

Purchases from www.space-booty.com are non-refundable. Insofar as the products sold are intangible products and the Buyer has free access to the program for an indefinite period from the time of his first order. We cannot respond to or accept any requests for refunds.

8. LEGAL WARRANTIES

Notwithstanding the provisions relating to the above warranty, the seller applies in any event the legal warranty under the terms of which, the seller guarantees the Buyer against all consequences of defects and latent defects that may reveal the products sold under the conditions set out in articles 1641 to 1649 of the Civil Code, provided that they are notified to us as soon as they appear, as well as the legal warranty of conformity of the products to the contract.

Under the legal warranty of conformity, the Buyer has a period of 2 (two) years from delivery of the goods to take action against the seller. He may choose between repair or replacement of the good, subject to the conditions of allocation of costs set out in article L.217-9 of the French Consumer Code. During this period, the Buyer is not required to prove the existence of a lack of conformity.

The Buyer is reminded that he/she may decide to invoke the warranty against hidden defects in the item sold, as defined in article 1641 of the French Civil Code, and that, in this case, he/she may choose between rescission of the sale or a reduction in the purchase price, in accordance with article 1644 of the French Civil Code.

This warranty entitles the Buyer to have the Product repaired or exchanged free of charge, subject to the cost conditions stipulated by law. Failing this, if the repair or exchange is impossible or has not been carried out within one month of its acceptance, the Company will reimburse the Buyer for the price of the Product.

The Buyer may also invoke the warranty against hidden defects within two years of discovery of the defect. In this case, it is up to the Buyer to prove that the defect existed at the time of purchase, that it was hidden and that it renders the product unusable.

For the Buyer's information, under the terms of these general terms and conditions of sale, the Buyer is informed of the following legal provisions:

Article L. 217-4 Code de la consommation : " Le vendeur livre un bien conforme au contrat et répond des défauts de conformité existant lors de la délivrance. He is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when the latter was made his responsibility by the contract or was carried out under his responsibility".

Article L. 217-5 Consumer Code:

"The good conforms to the contract:

1' If it is fit for the purpose usually expected of similar goods and, where applicable :

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

- if it has the qualities that a Buyer may legitimately expect in the light of 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 Consumer Code: "Any action resulting from a lack of conformity must be brought within two years of delivery of the goods".

Article L. 217-16 Code de la Consommation: "When the Buyer asks the seller, during the course of the commercial warranty which was granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days is added to the duration of the warranty which remained to run.

This period runs from the date of the Buyer's request for intervention, or from the date on which the goods in question are made available for repair, if the goods are made available after the request for intervention.

Article 1641 of the French Civil Code: "The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair this use to such an extent that the Buyer would not have purchased it, or would only have paid a lower price for it, if he had known of them".

Article 1648 paragraph 1 of the French Civil Code: "The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect".

9. LIABILITY

The Company undertakes to carry out regular checks to verify the operation of the site.

In this respect, it reserves the right to temporarily interrupt access to the site, or to the member area, for maintenance purposes.

Similarly, the company shall not be held liable for any difficulties or temporary impossibility of access to the site due to circumstances beyond its control, force majeure, malfunction, total strike, or due to disruptions in telecommunications networks.

Connection to the site and the member area is the responsibility of each user.

It is the Buyer's responsibility to take all appropriate measures to protect his or her own data and/or stored software and equipment against any attack.

The Company does not guarantee any results or effects resulting from the use of the programs purchased.

The Site may not under any circumstances be held liable for any network malfunction preventing the Site from operating properly, for any deletion or loss of data, for any consequence of a virus, bug, anomaly or computer failure, and more generally for any damage caused to the computer or other equipment used by the user to access the Site.

Force majeure is defined as any act or circumstance that is irresistible, external to the parties, unforeseeable, unavoidable, beyond the control of the parties and which cannot be prevented by the latter, despite all reasonable efforts.

The party affected by such circumstances will notify the other within ten working days of becoming aware of them.

The two parties will then, within a period of three (3) months, unless impossible due to force majeure, meet to examine the impact of the event and agree on the conditions under which performance of the contract will continue.

If the case of force majeure lasts longer than one (1) month, the present general sales conditions may be terminated immediately by the injured party.

In addition to those usually accepted by the jurisprudence of French courts and tribunals, the following are considered as cases of force majeure or fortuitous events: blockage of means of transport or postal services, earthquake, fire, storm, flood, lightning, stoppage of telecommunication networks or difficulties specific to telecommunication networks external to the Users.

10. CUSTOMER SERVICE

For any information or questions, Space Booty's customer service can be reached by e-mail at sav@space-booty.com

11. INTELLECTUAL PROPERTY

The contents of the www.space-booty.com website are the exclusive property of Coralie Van den Bossche.

The products as well as the systems, software, structures, infrastructures, databases and content of all kinds (videos, pdf, texts, images, logos, brands, etc.) used by the Company on its site, are protected by all intellectual property rights and/or all rights of producers of databases in force of which the Company is the owner.

All disassembly, decompilation, decryption, extraction, reuse, copying and more generally all acts of reproduction, representation, distribution and use of any of the elements, in whole or in part, without the authorization of the Company are strictly prohibited and may be subject to legal action.

12. PERSONAL DATA

The Company Coralie Van den Bossche, which publishes and operates the site, is a data controller within the meaning of Regulation (EU) No. 2016/679 on the protection of personal data (RGPD) applicable as of May 25, 2018, and Law No. 78-17 of January 6, 1978 known as the amended Data Protection Act (LIL) and any regulations supplementing, amending or replacing the latter. For further details on the protection of personal data, the user is invited to consult the information relating to the protection of personal data.

13. ADVERTISING

The Company reserves the right to insert advertising or promotional messages on any page of the Site in a form and under conditions to be decided by the company alone.

14. MODIFICATIONS

The Company reserves the right to modify these terms and conditions of sale at any time.

In this case, the applicable conditions will be those in force at the date of validation of the order by the Buyer.

15. LANGUAGE

The language of the Terms & conditions is English

16. APPLICABLE LAW AND JURISDICTION

These general terms and conditions of sale are governed by French law. In the event of any dispute or litigation concerning orders placed on the site, the French courts shall have exclusive jurisdiction.

17. Effective date

These general terms and conditions of sale come into force on September 2, 2023.