

**GENERAL SALES TERMS AND CONDITIONS OF THE IN&BOX IN&MOTION**  
Effective as of June 21st, 2018

These general terms and conditions of sales of In&motion (hereinafter the « Company »), simplified joint-stock company with a share capital of 36,291 Euros, whose head office is located at 178 route de Cran Gevrier, Parc Altais, 74650 Chavanod, registered at the Annecy Register of Commerce and Companies under number 805 388 329, are applicable for any purchase of the In&motion In&box (defined here below).

Company's VAT number: FR50805388329

**Only these General Terms and Conditions govern the contractual relationship of the Parties, to the exclusion of any other document.**

**Any Order placed by the Customer on the Website implies full and unreserved acceptance of these Terms and Conditions.**

## Definitions

Each term beginning with a capital letter and used in the singular and plural in this contract and any annexes has the meaning indicated in its definition given in this article, the identical terms used without capital letters being considered in their ordinary meaning.

- « **Acquisition** »: means the means by which the In&box is sold by In&motion to the Buyer. The In&box acquisition can be subscribed through the purchase offer detailed on our website,
- « **Buyer** » or « Customer » means any natural or legal person who has purchased the In&box,
- « **Company** » means the company In&motion,
- « **General Terms** » or « **Terms** » mean this contract document and any potential annexes,
- « **In&box** » means the airbag system detection device containing the sensors and that detect and command the airbag inflation in case of fall,
- « **In&motion Application** » means the mobile application provided to the Buyer, and downloadable by the Buyer via his mobile phone directly to the online mobile download platforms,
- « **Membership** »: means any subscription to an additional Option subscribed by the Buyer,
- « **Option** » means any additional option subscribed by the Buyer,
- « **Orders** » means an order concluded by the Customer on the Internet Website and whose object is the In&box delivery by the Company,
- « **Parties** » together means the Company and the Buyer,
- « **Product** » means the In&box sold by In&motion and its Options.
- « **Purchase Offer** » means the fact, for the Buyer, to become the In&box owner after the price full payment,
- « **User Account** » means, on the Company Website, the space on which the Customer may, once identified thanks to his identifiers, enter the information relating to his identity (surname, first name, e-mail, address) and obtain information regarding the In & box, the Options, the Offers.
- « **Website** » means the website operated by In&motion and accessible at [www.inemotion.com](http://www.inemotion.com),

## 1. Introduction

In&motion develops and markets the In&box that can be integrated into compatible airbag products. The In&box is the detection device that can detect a fall in order to command the airbag inflation. The In&box is only valid with the purchase of a compatible airbag product integrating the In&motion airbag system.

For the In&box technical aspects, the Buyer must refer to the user manual provided with the In&box and available on the Company Internet Website, and which contains all the In&box technical and practical characteristics.

## 2. Purpose and Scope

The purpose of these Terms is to determine the contractual conditions applicable to the In&box sale by the Company whose Orders are placed on the Website.

These Terms only apply to Orders placed electronically on the Website, to the Company, by any natural person over the age of majority, acting as a consumer within the meaning of the Consumer Code.

These Terms and Conditions are therefore not applicable to professionals.

## 3. Services Description

The In&box can be obtained directly when purchasing a compatible product integrating the In&motion airbag system or by direct request to In&motion, sent by one of the communication means indicated in the "contact" section of the Website.

The In&box Acquisition includes:

- the In&box property;
- the street detection mode included in the In&box;
- the In&motion control mobile App;
- continuous system optimization thanks to updates installed by the Buyer by download.

The services are provided electronically on the In&box or through the In&motion App,

Some Options and additional services may be offered, the information will be available on the Website and via your User Account.

The detection mode included in the In&box is the street mode. In case of use on track, the Buyer must subscribe to the "Track" Option which is available on the In&motion Website. The conditions of use of the different Options are available in the Article 13 of these Terms.

## 4. Ownership

The In&box remains the Company property until full price payment by the Customer.

## 5. Price information

The prices displayed on the Website are expressed in Euro and include all applicable taxes (French VAT and any other applicable tax).

## 6. Terms of Order

### 6.1 Offer Subscription

In order to subscribe to the Purchase Offer and activate the In&box, every Buyer will have first to accept entirely these Terms as well as the Privacy Policy available on the Website and on the In&motion Application on the Order date.

For any account opening and In&box purchase, the In&box shipping costs are offered.

To place an Order, the Customer first has to be connected to his User Account, and then has to :

- Create a User Account on the In&motion Website by defining a password and login,
- Select the Purchase Offer,
- Fill in his name and first name, e-mail address, phone number, principal residence postal address, country, serial number of the purchased compatible product, In&box number

To continue his Order on the Website, the Customer must access his shopping cart.

To validate his Order, the Customer must click on a first button in order to validate the Order (first click).

The Customer then must check his Order's details displayed in his shopping cart, the quantities, prices, any potential fees and applicable terms.

The Customer also must choose his payment method and enter his payment information (see Article 6.3 of these Terms).

To confirm his Order, the Customer must validate again by:

- Ticking a box certifying acceptance of these Terms;
- Clicking again (double click) on the Order confirmation button reminding him that his Order entails a payment obligation.

## **6.2 Order Processing**

Once the Order has been validated by the Customer, the Customer will receive an e-mail confirming the placed Order reception.

The Company nevertheless has the right not to process the Order for any legitimate reason, including :

- When the payment of the Order total price has not been made by the Customer or that his payment has been rejected by the organization managing his payment method,
- When the ordered item is not or no longer available,
- When for extrinsic reasons, the Company is unable to access its premises.

## **6.3 Order Payment**

The Customer agrees to pay the price of any Order placed with the Company.

The Buyer will pay the In&box price by credit card or using any other payment method indicated in the Website.

Any failure to pay will authorize the Company to claim a contractual default entitling it to the termination of the contract concluded between the Parties in the conditions provided in the Article « Cancellation ».

## **7. Transfer of risks**

The risk of loss or damage of the In&box is transferred to the Customer upon receipt of the Product by the Customer.

The Customer agrees to take delivery of the In&box that will be delivered to him. If the In box is damaged during the delivery, the Customer will have, as far as possible, to immediately issue complaints to the customer service of the Company and contact the Company without any delay as indicated in the article "Customer Service ".

## **8. In&box activation**

It is necessary to have received the In&box to activate it.

Upon completion of the Order, the Buyer will have to:

- Download the In&motion mobile App "My In&box"
- Pair his In&box to his User Account by following the detailed instructions of the Mobile Application: refer to the user manual provided with the In&box.

The In&box will remain active 48 hours from the first use (In&box turned on and connected to your airbag system, in real use). After these 48 hours, your In&box will be deactivated and no longer functional. The Buyer will then have to activate his account and subscribe to the Purchase Offer on the In&motion Website in order to activate his In&box.

In & motion also provides to the Buyer a User Account on the Website so that he can be aware and follow the status of his account.

## 9. Withdrawal right

The right of withdrawal only applies to natural persons considered to be consumers within the meaning of the Consumer Code and having concluded an Order for an In&box electronically.

The Consumer Code allows each consumer having this quality to exercise his right of withdrawal without any reason within fourteen (14) days of receipt of the In&box by the consumer or a third party designated by him (example: collection point).

If the expiration of this period occurs on a non-business day, the period shall be extended to the next following business day.

To exercise the right of withdrawal, the Customer has to inform the Company within the fourteen-day period mentioned above, of his wish to exercise his right of withdrawal by completing the form available on the Website.

The Customer will have to notify his decision to withdrawal before the expiry of the aforementioned period, to the following address: [motosupport@inemotion.com](mailto:motosupport@inemotion.com) or by mail to: In&motion, Parc Altais, 178 Route de Cran Gevrier, 74650 Chavanod.

The Customer will then have to return the In&box, **in its original packaging**, in a state of a new provision, accompanied by all its accessories (excluding promotional items such as stickers or choker) to the following address: In&motion, Parc Altais, 178 Route de Cran Gevrier, 74650 Chavanod.

The Company draws the Customer's attention to the fact that the Customer fully supports the return costs of the In&box.

The transportation of the In&box thus returned is the responsibility of the Customer. Any damage suffered by the In&box on this occasion being such as to frustrate the exercise of the right of withdrawal.

The responsibility of the Customer may be engaged in case of depreciation of the In&box resulting from other manipulations than those necessary to establish the nature, characteristics and proper functioning of the In&box.

The Company will refund the Customer for the full price corresponding to the purchase of the In&box. The refund will be made using the same payment method used by the Customer for the Order, unless otherwise agreed by the Parties to use another payment method.

The Company will refund the Customer after receipt of the returned In&box and once the control of the absence of any deterioration carried out.

## 10. In&box terms of use

The Buyer undertakes to provide to In&motion with accurate and complete information (personal information, user information, bank details) and to inform In&motion as soon as possible of any modification of this information.

The Buyer undertakes to indicate his contact details (name, first name, In&box number) to In&motion in all correspondence to enable the authentication and processing of his requests.

The Buyer is invited to regularly consult his User Account or his e-mails in order to read any new message regarding his

User Account.

The Buyer agrees to comply with all instructions relating to the use of the In&box and to refer to its necessary documentation. The user manual is provided with the In&box. For any other information, the Buyer may go to the Website or contact the Customer Service whose details appear in the article "Customer Service".

The Buyer is solely responsible for downloading the updates provided by In&motion in order to improve the technology and detection system, of which he will be informed by e-mail, by message in his user space or by message on the In&motion Application.

In & motion cannot be held responsible in any way for a decrease in the In&box performance if the Buyer has not previously downloaded the latest update.

The Buyer agrees to connect his In&box at least once a year, by the means of connection indicated in the In&box user manual provided. In case of not connecting to the In&motion servers once a year, the In&box will be automatically blocked and will not be functional until the next connection.

### **11. In&motion commitments**

The Company undertakes to ensure the proper functioning of the In&box and the service provided and to take the necessary measures to maintain the continuity and quality of this service. For more information, refer to the In&motion user manual provided with the In & box.

In particular, the Company is committed through its Customer Service, to respond to all requests from its customers as soon as possible.

### **12. Additional Options**

Additional Options may be subscribed by the Customer at the time of purchase of the In&box or later via the Website.

The In&box will be delivered to the Customer for a use in "street" mode. For any subscription to another mode, the Customer has the duty to subscribe to the dedicated Option.

All formulas and rates of the different Options are available on the Website. The duration of the Membership and the commitment depend on the Options chosen by the Customer. The Options can evolve with time and may be modified.

#### **12.1 Billing – Options payment**

The Customer will pay the cost of any Additional Option by direct debit from current account, or by credit card. In the event of automatic debit on his current account, the Customer will have to sign the SEPA Electronic Money Order. By providing his IBAN number and confirming his payment, the Buyer authorizes Rocketship Inc. and Stripe, our payment service provider, to send instructions to his bank to debit his account and to allow his bank to debit his account in accordance with those instructions.

The Customer is entitled to a refund from his bank under the terms and conditions of his agreement with his bank. A refund must be claimed within 8 weeks starting from the date on which his account was debited (SEPA).

The direct debit will be made on the anniversary date of the subscribed Option based on the commitment period subscribed by the Customer.

In case of automatic debit, the Customer undertakes to update his bank details or his credit card number before the anniversary date of his current Membership by e-mail or in his User Account. He will attach any necessary proof (including the new bank account statement) to enable In & motion to update the SEPA Direct Debit Mandate.

For any Membership longer than one month, the Customer expressly agrees that the Company retains its bank details to ensure these withdrawals.

The Customer agrees to pay the total cost of the chosen Option for the entire commitment period of the subscribed subscription. Any delay or failure to pay will result in the application of a delay indemnity of not more than 10% of the

total amount due, VAT included, from the first day of the delay following the deadline for payment.

In&motion has the right to modify the Options price for any new contract period.

In&motion will then inform the Customer of the rate increase at least one month before the end of the current contract period. The Customer will be able to accept or reject the new price. If accepted, the new rate will apply to the new contract period. If refused, the Membership will be terminated at the end of the current contract period, without penalty of termination, provided that such termination occurs within four months following the modification.

### **12.2 Renewal of Options**

The subscription to an Option will be renewed automatically and successively at the end of each contractual period for a period of one month or one year depending on the duration of the commitment subscribed.

### **12.3 Cancellation of Options**

#### **o Cancellation at the Customer's initiative**

The Customer may cancel his Option Subscription or modify his Option at any time after notifying In&motion of his decision under the following conditions:

- Either by e-mail at [motosupport@inemotion.com](mailto:motosupport@inemotion.com) by specifying his name, first name, e-mail address and In&box number,
- Either by mail to the following address: In&motion, Parc Altais, 178 route de Cran Gevrier, 74650 Chavanod.

The cancellation or Option modification will be effective as soon as In&motion receives the notification provided that the notification has been sent at least 48 hours before its end.

#### **o Cancellation at In&motion's initiative**

In&motion has the right to cancel the Option Membership without prior notice in the event of default of payment or failure of the Customer to fulfil its obligations under these Terms, as well as the event of a request to this effect by the competent authorities.

## **13. Guarantees**

### **13.1 Guarantees of hidden defects**

The Company is held liable for hidden defects of the Product sold under the conditions provided for in the articles 1641 and following of the Consumer Code.

It is reminded that the customer can implement the guarantee against hidden defects of the Product sold within the meaning of the article 1641 of the Consumer Code and that in this case he can choose between the resolution of the sale or a reduction of the sale price in accordance with the article 1644 of the Consumer Code.

### **13.2 Legal guarantee of conformity**

The Company is held liable for the lack of conformity of the property under the conditions of the article L.217-4 and following of the Consumer Code.

It is reminded that the Customer, within the framework of the legal guarantee of conformity:

- benefits from a period of two years from delivery of the property to act,
- may choose between repairing or replacing the goods, subject to the cost conditions provided for in the article L.217-9 of the Consumer Code,
- is exempted from showing proof of the lack of conformity of the property during the twenty-four (24) months following the delivery of the property, except for second-hand goods.

### 13.3 Implementation of a guarantee

To benefit from a guarantee for a Product purchased from the Company, the Customer needs to contact the Company at the electronic or postal address listed in the "Customer Service" section.

In order to optimize the processing of requests, the Customer is requested to indicate on his request:

- his name, first name, mail with which the Order was placed;
- the number of the Order concerned;
- the references enabling the identification of the Product in question.

The legal guarantee is not due in case of breakage, fall, misuse, oxidation, modification or repair not carried out by the after-sales services designated by the Company.

This guarantee will apply to the Product that has defects in conformity and / or malfunctions not present at the time of purchase, provided that the In&box has been used properly and with due diligence and therefore in respect of its destination and of what is indicated in the user manual provided with the In&box and in any other technical documentation provided by the Company.

The guarantee is personal and will therefore apply only to the Buyer having paid the In&box via the Website.

In case of loss, breakage or degradation resulting from improper use of the Buyer, no In&box will be replaced and the Purchaser will have to acquire a new one from the Company.

In the event of a decrease in performance or a problem that is independent of the user, and inherent to an In&box defect, the In&box will be freely replaced by a new one, and shipping costs will be offered by the Company.

**The In&box guarantee in track mode is only valid if the Buyer subscribed to the dedicated track Option. In&motion declines any responsibility in the event of breakage, deterioration of the performances of the system for a track use if the Buyer did not subscribe beforehand to the track Option and/or if he did not select the track mode for this precise use.**

**Moreover, in order to benefit from the In&box guarantees, the Buyer undertakes to have read and accepted the terms of use of the airbag compatible product in case of use on track. These terms of use are available in the user manual supplied with the compatible airbag product.**

### 14. Data Protection

Concerned with the respect of the integrity of the Buyers data, In&motion undertakes to respect the confidentiality of the Buyers information and personal data with regard to the applicable laws on the data protection and confidentiality.

The personal information and personal data that the Customer has provided directly or indirectly to the Company are necessary in the context of the execution of these Terms and present a legitimate interest for the Company to be able to fulfil its obligations: ensure the commercial relationship, customer service, claims processing.

In&motion only uses Buyers personal information for the purpose of improving its technology and related services. Any other use will be subject to a prior request to the Buyer for consent.

All information related to data protection and to the processing of Buyer information is available in the document "Privacy Policy", available on the In&motion Website and Applications.

Such personal data may be retained by the Company for the duration of the contractual relationship and up to 3 years from the last contractual relationship with the Customer.

The Buyer has, in accordance with the national and European regulations, a permanent right of access to modify, rectify, and oppose any information related to him. This right may be exercised at the following address: [motosupport@inemotion.com](mailto:motosupport@inemotion.com). Any request by the Customer to exercise his rights must be signed and possibly

accompanied by a copy of an identity document in force if the Company so requests.

#### **15. Force majeure / Liability**

The Company cannot be in any way responsible for a contractual breach under these Terms that would occur due to an event of force majeure.

In any case, the Company cannot be held responsible towards the Customer for any indirect damage arising in the execution of these Terms.

The Company cannot be held liable for non-compliance of the Product with the legislation of the Customer's country to which it belongs to verify whether the Product is not prohibited for sale in his country.

#### **16. Terms modifications**

The applicable Terms are those in force at the time of the Order.

In&motion may have to modify the general conditions of sale and will inform the Buyer by email at least 1 month before the entry into force of these modifications.

In the event of modification, the new version of the Terms will apply to Orders placed as from its entry into force.

It is therefore the responsibility of the Customer to consult the Terms in force before any Order and to accept them formally.

#### **17. Terms translation**

In case of writing these Terms in one or more languages or translation, only the French version will prevail.

#### **18. Evidence Agreement**

Each Party undertakes to recognize an evidential value equivalent to one of a paper document, to any electronic document or any information exchanged between them by means of their electronic correspondence or the communication tools made available to them on the Website as well as than any computerized data stored, accessible or generated by the Website and relating to their pre-contractual relationship as their contractual relationship.

The Parties waive, except proven computer fraud information systems used or voluntary human forgery, to invoke any unenforceability or nullity of evidence that would be reported by means of documents or information above.

#### **19. Renunciation**

The fact that either of the Parties does not claim the application of any clause of the Terms or acquiesces in its non-performance, whether permanently or temporarily, may not be interpreted as a waiver by this Party the rights that flow from this clause.

#### **20. Partial invalidity**

The cancellation of any of the provisions of the Terms shall not entail the cancellation of these presents as a whole, unless the stipulation at issue can be considered, in the Parties minds, as substantial and decisive, or that its cancellation calls into question the general balance of the Terms.

#### **21. Customer Service**

In&motion provides to the Buyer a customer service to answer any information request regarding the In&box and Offers offered by the Company, as well as for the treatment of any commercial claim.

The Customer may contact the Company at the following contact details :

- by phone on 04 50 60 07 99,
- by e-mail on [motosupport@inemotion.com](mailto:motosupport@inemotion.com).



The customer service is opened at the following times: from 9h to 12h and from 14h to 18h from Monday to Friday

The Company will make its best efforts to answer:

- within fifteen (15) business days to the Customer's inquiries;
- within ten (10) business days for claims.

## **22. Applicable laws and jurisdiction**

### **22.1 Applicable Law**

These Terms are governed by the French Law.

### **22.2 Attribution of competences**

Any difficulties of interpretation, execution and all disputes relating to these Terms and more generally to the access to the Website and the use of its services must first be the subject of an attempt at amicable resolution between the Customer and the Company.

### **22.3 Prior mediation**

In case of dispute with the Company, the Customer having the quality of consumer has the right to make free use of a mediator of consumption in order to seek an amicable resolution of the dispute.

Dispute resolution can also be sought through the European Commission's online dispute resolution platform: <http://ec.europa.eu/odr>.

In the event of a dispute with the Company, the non-professional Customer will attempt to resolve their dispute amicably.

If the Parties are unable to resolve their amicable dispute, the "persistent dispute" clause will apply.

### **22.4 Persistent litigation**

In case of persistent litigation after mediation, the Customer having the quality of consumer may seize, pursuant to Article R. 631-3 of the Consumer Code, one of the jurisdictions territorially competent under the Civil Procedure Code, or the jurisdiction of the place where he was resident at the time of the contract conclusion or the occurrence of the damage.

In case of persistent litigation after mediation, the Customer having the quality of non-professional can seize the competent jurisdiction of the court of Annecy.