Terms and Conditions

Last updated: 25 November 2026

The twelve included months of Premium do not automatically become a paid subscription. Without a voluntary subscription, only Premium features are suspended at expiry; Basic remains accessible. If you expressly choose an annual plan with automatic renewal, its price, the date of the first charge and the next renewal date are stated before you agree. You can prevent the next renewal through “Cancel my subscription”, through My account or at hello@vaynexo.com before the stated date and time. After the first paid twelve-month period, a consumer’s contract continues for an indefinite term. They may then cancel at any time without a penalty, on no more than one month’s notice, or sooner if applicable law requires. Any paid period after the effective end date is refunded pro rata.

1. Operator and contact details

Vaynexo is a business activity of Ludovic Peene, a self-employed sole trader established in Belgium.

Business address: Rue de Gravière 15/003, 5000 Namur, Belgique.

Enterprise number: 0817.437.905. VAT number: BE 0817.437.905.

Email: hello@vaynexo.com. Telephone: +32 475 34 65 75.

Website: https://vaynexo.com/.

Ludovic Peene is responsible for publishing the website. The website is hosted by Hostinger. Information about data processing and service providers appears in the Privacy Policy.

The address hello@vaynexo.com also serves as the electronic point of contact for users and authorities on matters relating to hosted content. Communications may be submitted in French, Dutch, English or Thai; they are reviewed by a person, with translation assistance where necessary.

2. Scope and applicable version

These terms govern the purchase of physical items and services sold by Vaynexo and the use of its profiles and features. They apply to private individuals and businesses, subject to the distinctions set out in the text. A consumer is a natural person acting for purposes outside their trade or profession.

The holder is the person or organisation managing a profile. The visitor is a person who views it, plays, submits their contact details, books or pays for a service provided by that holder.

The terms in force when a new order is placed apply to that order, together with the offer description and any accepted special terms. For an ongoing contract, the terms may be replaced or amended under section 15. The applicable version is the one validly brought into effect in this way; publication of a new version does not, by itself, have retroactive effect.

No clause deprives a consumer of the mandatory provisions protecting them.

The texts are available in French, Dutch, English and Thai. Your selected language determines neither your country nor your status nor the legal protections that apply. The version supplied and accepted during the ordering process must be available for you to retain. If translations differ, no automatic precedence of the French text may remove a mandatory protection; interpretation follows the rules applicable to the contract.

The sales covered by these terms are those made by the Belgian operator identified in section 1. Where a separate distributor is the seller, its identity and terms must be provided before purchase; Vaynexo does not fictitiously substitute a Belgian address for that seller’s address.

Offers specify the countries served. Europe also includes countries outside the European Union, where tax, customs and consumer protection rules may differ.

3. Physical items and services

Vaynexo offers cards, plaques and display stands combining a QR code and, depending on the product, an NFC chip. QR Sticker labels use a QR code without NFC. The size, finish, quantity, accessories and any physical customisation are specified in the ordered offer.

The Basic profile enables the holder to display and edit the information included in the offer: identity or business, description, image, contact details and links. Downloading a contact card allows the visitor to save the supplied details on their device; it does not automatically update previously saved copies.

Premium features include the tools announced in the offer, including appointments, availability, optional Google Calendar connection and the payment features available for the item. Their use may require configuration and an account with the relevant service provider.

Items bearing the QR code for the same after-sales service (SAV) access share that access and its Premium expiry date. Reprinting that access requires active Premium and does not restart the included period. Creating a new SAV access is separate from reprinting.

Editing a profile does not change the physical printing on the item. New production is subject to a separate order, unless covered by a guarantee.

Viewing requires a compatible device, a browser and an internet connection. NFC requires an equipped and correctly configured telephone. The QR code provides another means of access. No Vaynexo account is required to view a public profile.

Vaynexo SOS demonstrations are clearly marked as demonstrations; they simulate calls and notifications and do not constitute a real request for emergency assistance.

Vaynexo SOS — role and limits of the technical access point Depending on which features are enabled, Vaynexo SOS allows a person accessing a QR or NFC item to view information selected by the profile holder and use contact or call shortcuts. Vaynexo SOS is a supplementary technological access point. It is not a medical device, a monitoring service, an emergency call centre or a service arranging emergency response. A call button may open the device’s telephone function. Activating it does not guarantee that a call will actually be placed, connected or answered. Similarly, pressing a button or triggering an optional electronic notification does not prove that an alert has been received or that someone has received assistance. The success of these actions depends in particular on the user, their device, the telephone or internet network and third-party services. Vaynexo SOS must not be relied on as the sole way of obtaining help. In an emergency, the emergency services must be contacted directly by any available means (112 in the European Union, or the local emergency number). Vaynexo does not guarantee uninterrupted availability of the profile, the completion of a call or any response or intervention time. A technical incident or malfunction does not, by itself, establish Vaynexo’s liability for the consequences of an emergency. Any potential liability is assessed under applicable law, without limiting mandatory rights and guarantees.

4. Enquiries, orders and customisation

For a standard item available to buy on the website, the customer orders directly: they select the item and quantity, enter their delivery details and, if different, their billing address. Before paying, they can check their selection, delivery charges and the total in the currency of their chosen market.

For a customised card or a business offer marked “By quotation”, submitting an enquiry does not, by itself, place a paid order. Vaynexo checks the enquiry and provides the final offer: product, customisation, total price, delivery, payment terms and applicable rights.

The contract is concluded when the customer accepts that offer by the stated method. Where acceptance takes the form of an online order, the final button unambiguously indicates the obligation to pay. The offer states the payment dates and, where applicable, the deposit required to begin production.

The customer can check and correct the information before agreeing. They receive a confirmation that they can retain, setting out the order and applicable terms, together with withdrawal information where applicable.

For a customised item, the customer checks the elements submitted for approval, including names, wording, contact details, images and rights to use the logo. A dummy QR code in the preview is not the production QR code. Approval of the preview does not excuse a manufacturing error or a departure from what was agreed that is attributable to Vaynexo.

A change requested after approval is assessed according to the stage reached in production. Any additional charge or revised deadline is subject to the customer’s agreement before it applies.

5. Prices, payment and delivery

Offers for the European market are presented in euros (EUR), and offers for the Thai market in Thai baht (THB). The language selected on the website does not, by itself, determine the applicable offer or currency. The currency actually offered for invoicing and charging is stated before agreement. An indicative conversion does not change that currency. The summary shows the total price, the taxes Vaynexo is required to collect, delivery charges and any other mandatory charges or selected options. Any currency conversion charges imposed by your bank depend on your agreement with that bank. Payments for Vaynexo items and services are processed by Stripe using the methods offered during checkout.

The accepted price applies to the order or subscribed period. Any price change for the future follows the rules in section 15. No additional payment results from a preselected option or merely from using an item.

The destinations served, dispatch location and delivery time are specified in the final offer. Availability of a language does not mean delivery is offered to every destination where that language is spoken. Where an order involves importation, the offer specifies who handles the formalities and whether duties, import taxes and customs clearance charges are included or payable separately. Additional charges, or their method of calculation where a prior calculation is not reasonably possible, are disclosed before you agree. Unless a different delivery time has been agreed, goods intended for a consumer are delivered without undue delay and no later than thirty days after the contract is concluded.

If delivery is late, the consumer may require delivery within an appropriate additional period and then terminate the contract if that period is not met. They may terminate it immediately in the circumstances provided by law, particularly where delivery is refused or the agreed date was essential. Any sums due are then refunded without undue delay.

For a consumer, the risk of loss or damage passes upon taking physical possession, subject to the statutory exception where the consumer independently chooses a carrier not offered by Vaynexo. Delivery complaints may be addressed directly to Vaynexo.

6. Activation, Basic and Premium

Basic is included in the purchase of the item without a compulsory subscription. It is provided for an indefinite term, without an annual expiry date linked to Premium. Changes to Basic and its possible discontinuation are governed by sections 14 and 15.

The twelve included months of Premium begin upon the first activation of the item or the new access concerned. Their expiry does not cause any automatic charge. An email invites the

holder to choose whether to continue; the expiry date must also be available in their account area.

The Premium price, currency, taxes and applicable dates are stated before subscription in the offer for the relevant market and confirmed in the order summary. Non-renewal suspends Premium features without removing Basic or turning the profile into a paid subscription.

A plan with automatic renewal applies only if the holder expressly chooses it after its operation has been explained. For a consumer, it consists of a first paid twelve-month period followed by continuation for an indefinite term, with annual billing and the cancellation rights described below. For a business customer, it renews for twelve-month periods unless special terms provide otherwise. If it is chosen before the included period ends, the date of the first charge is stated before agreement; that date is not brought forward merely because of this choice.

The holder may prevent future renewals through “Cancel my subscription” at https://vaynexo.com/en/cancel-subscription/, through My account or by emailing hello@vaynexo.com before the announced renewal date and time. They retain their acquired rights until the end of the current period.

The consumer may prevent continuation at the end of the first paid period by giving notice before it expires. After that period, they may cancel at any time without a penalty: cancellation takes effect no later than one month after notice is given, or sooner if an applicable mandatory rule requires. If the consumer requests cancellation on an annual billing date falling before the end of that notice period, cancellation takes effect on that billing date. Annual billing does not create a new fixed twelve-month commitment for that consumer. The amount paid for the period after the effective end date is refunded pro rata on the basis of the price paid.

Cancellation is confirmed on a durable medium, stating its effective date. Any legally required information and reminders about preventing renewal are sent within the applicable time limits; they are separate from the invitation to subscribe after the included period.

Business customers may prevent a future renewal in the same way. Their cancellation takes effect at the agreed expiry date, unless otherwise agreed or another statutory right applies.

7. Account, public profile and content

The holder keeps their login details confidential, provides accurate information and promptly reports any unauthorised use of their account.

A published profile is accessible to anyone with its link, including through NFC or QR. That link can be forwarded and the information copied. Absence from search engine indexes does not make the profile a confidential space.

The holder chooses the information they publish and must have the necessary rights to the content and other people’s data. They inform the people concerned and have an appropriate legal basis. Ordinary forms are not intended to collect health information or other sensitive data.

Content that is unlawful, fraudulent, misleading, impersonates someone, infringes others’ rights or contains malicious software is prohibited, as is any use that misuses the service or compromises its security.

The holder retains their rights to their content. They authorise Vaynexo to host it, make technical reproductions and display it to the extent necessary to provide the requested service. This authorisation does not permit its use in Vaynexo advertising without separate agreement.

Vaynexo’s own software, texts and graphic elements remain protected. Their use is permitted in the normal course of the service, without any transfer of intellectual property rights.

8. Appointments and services provided by holders

The holder defines their services, prices, availability, locations and terms. They provide their business identity, contractual information, privacy policy and the statutory cancellation or withdrawal rules applicable to their services.

The service contract is concluded with the holder identified on the profile. Vaynexo provides the technical tool and does not perform the booked service. Vaynexo remains responsible for its own obligations and its own faults.

For a free booking, the visitor must complete the confirmation requested by email. For a paid booking through Stripe, confirmation depends on verified payment and the result displayed by the process. Choosing a time slot or opening a payment page does not, by itself, constitute final confirmation.

Connecting Google Calendar is optional and depends on the permissions and calendars selected by the holder. An invitation received in a calendar and the Vaynexo booking confirmation are separate.

Requests to change or cancel a service or obtain a refund are addressed to the holder. Cancelling the appointment in the system does not automatically trigger a Stripe refund. Restrictions configured in the tool cannot remove the customer’s statutory rights.

9. Payments to third parties and cryptoasset addresses

An external payment button opens the page of the provider chosen by the holder. The holder receives and tracks the payment in their own account. Vaynexo does not automatically confirm a payment made through this simple link.

Where integrated Stripe Connect payment is available, the transaction is processed on the relevant business’s Stripe account. That business remains the seller of its service and handles related refunds and disputes, with technical assistance from Vaynexo where necessary. Applicable charges are those announced by the providers and in the relevant agreements.

The holder may also display a public address for receiving cryptoassets, the network to use and an optional memo or tag. Vaynexo displays these details: it does not hold cryptoassets, connect a wallet, sign or execute a transfer or verify its receipt. Address format checks do not prove that the address belongs to the holder.

The amount, network, any memo and payment or refund terms must be checked with the recipient. The QR code contains only the receiving address. Any required memo or tag must be copied separately. A transfer does not automatically confirm an appointment. Publishing an address may allow it to be linked to public transactions on a blockchain.

10. Vaynexo Arcade

Arcade allows visitors to play without creating an account. The local high score and preferences may be stored in the browser according to the choices offered. Clearing them or changing devices may cause this local information to be lost.

Where a leaderboard is available, publication is optional. The nickname and score are visible in the leaderboard for the relevant profile or business, which may be shared by several items. One best score per browser is retained according to the game’s rules version. The top ten are displayed; ties are resolved in the order specified by the game. Trial games are not published.

Unlawful nicknames, nicknames that infringe others’ rights and manipulated scores may be removed from the leaderboard. The holder may hide their display; requests to erase the data are addressed to Vaynexo. Hiding an entry is not the same as deleting it.

The presence of a leaderboard does not announce a competition, prize or reward.

11. Withdrawal, returns and conformity

Consumers have the rights described in the Returns and Refunds Policy at https://vaynexo.com/en/returns-and-refunds/. That policy distinguishes the European regime from applicable Thai provisions: European exceptions cannot automatically be relied upon against a consumer protected by another regime.

Under the European withdrawal regime, a standard item does not lose eligibility for withdrawal merely because it has a unique QR code or serial number or has been activated. The exception for goods made to the customer's specifications or clearly personalised applies only where its conditions are met and the customer was informed before ordering.

Under Belgian law, new goods sold to consumers benefit from a statutory guarantee of conformity for two years from delivery. Where the consumer chooses repair under that regime, the guarantee period is extended once by one year. Any more favourable mandatory protections applicable to the customer, including a different period in their country, remain unaffected. Digital elements necessary for the goods to function as promised are taken into account under this guarantee. Where continuous digital supply is agreed for a longer period, the applicable conformity rules apply throughout that period.

Standalone digital services supplied continuously must remain in conformity throughout their supply period. Vaynexo provides necessary updates, including security updates, in accordance with applicable obligations. Depending on the circumstances, remedies include bringing the goods or service into conformity, replacement or repair, a price reduction and termination of the contract.

Statutory rights also apply to customised items. Business purchases remain subject to contractual obligations, delivery in conformity and the statutory guarantees applicable to them; they do not automatically benefit from the consumer withdrawal regime.

12. Support and liability

Support is available at hello@vaynexo.com. The holder identifies the item or service concerned and provides information useful for resolving the issue, without disclosing a password or private key.

Vaynexo may carry out necessary maintenance. It informs users of significant foreseeable interruptions and takes appropriate steps to restore the service. An interruption does not remove the customer's remedies where it constitutes non-performance or a lack of conformity.

Each party is responsible for breaches attributable to it under applicable law. A device's technical limitations, incorrect configuration or a third-party service may affect operation; these circumstances do not release Vaynexo from its own obligations.

No exclusion covers intentional fault, gross negligence where its exclusion is prohibited, personal injury attributable to Vaynexo or deprivation of an essential obligation. No clause limits consumers' mandatory guarantees or remedies.

13. Reporting content and moderation

Potentially unlawful content may be reported to hello@vaynexo.com without an account, stating its exact address, the reasons for the report, useful supporting information, the reporter's name and email address, and a good-faith declaration that the information is accurate and complete. Statutory exceptions allowing the reporter to omit their identity are respected.

Vaynexo acknowledges receipt, examines the report diligently and informs the reporter of the outcome where their contact details are available. It may request clarification, contact the

holder, restrict content or remove it according to the seriousness of the issue, the available evidence and legal obligations.

Moderation decisions involve human review; technical controls may block invalid formats, abusive submissions or implausible scores. Reasons for a restriction are provided to the person concerned as required by law, identifying the measure, its grounds and the opportunity to contest it at hello@vaynexo.com. Statutory avenues of redress remain available.

14. Suspension, account closure and discontinuation of the service

Suspension may occur for a serious breach of the terms, unlawful activity, a security threat or a legal obligation. Except in an emergency or where prohibited by law, the holder is informed of the problem and given an appropriate opportunity to correct it. The measure is proportionate and limited to what is necessary.

For business holders covered by European Regulation 2019/1150 on online intermediation services, Vaynexo provides reasons for a restriction or suspension on a durable medium before or when it takes effect. A decision to terminate the entire intermediation service is reasoned and notified at least thirty days before it takes effect, without reducing the six-month notice period below where that period applies. Exceptions to this period are limited to those permitted by the Regulation, including a legal obligation requiring immediate termination, an imperative reason provided by applicable national law or demonstrated repeated infringements of the terms. The opportunities to provide explanations and contest the decision at hello@vaynexo.com are stated; legal restrictions on disclosing certain information are respected.

The holder may request closure of their account or a profile. Closure ends access to the relevant data and features once the request has been processed; applicable retention obligations and rights to return of data are respected. It does not replace a refund or withdrawal request, and Vaynexo informs the holder of the effects on paid services.

Vaynexo may terminate the indefinite-term Basic service if the business or the relevant service genuinely ceases. It individually informs holders at least six months in advance, except where a legal obligation requires cessation or force majeure actually prevents the service from being maintained throughout that period. This option cannot be used to disguise a discontinuation intended to impose a paid subscription in place of Basic.

Vaynexo arranges for the relevant information to be retrieved as legally required and settles amounts owed for paid services not provided. Conformity guarantees and remedies for non-performance remain applicable. Premium expiry is not discontinuation of Basic.

15. Changes to offers and terms

Vaynexo may update its terms, including to replace, supplement or remove earlier clauses. The new version states its update date and effective date. It applies to new orders and, for ongoing contracts, under the arrangements below. Successive versions are retained to establish the terms applicable to each period.

For an ongoing service, adjustments may be necessary to comply with a new rule, fix a vulnerability, maintain compatibility with devices and browsers or respond to a technical change by an essential provider. Vaynexo may also develop its interfaces and add features while maintaining the conformity of the agreed service.

Where a digital service modification goes beyond maintaining conformity, it is made for a valid reason set out above, without an additional charge for that modification and after clear information has been provided. If it adversely affects access or use to more than a minor extent, the consumer is informed reasonably in advance on a durable medium, stating the date, consequences and remedies. They may terminate the contract free of charge within

thirty days of that information or the actual modification, whichever is later, unless a version that remains in conformity is offered without the modification and without an additional charge under the statutory conditions.

Price changes concern new subscriptions or a subsequent period expressly accepted. For an automatically renewing subscription, Vaynexo may propose a new price; it applies only after the holder’s express agreement. Without agreement, no increase is applied to the continuing contract. Vaynexo may decide not to renew a Premium plan by individually informing the holder at least thirty days before expiry; paid features remain accessible until that date and Basic remains available under its own terms.

Significant changes to the terms of use are individually notified before they take effect, together with their consequences and applicable options to refuse or cancel. Where express agreement is legally required, it is obtained before the change applies. Merely continuing to browse does not circumvent that requirement. Changes that have validly taken effect replace earlier provisions for the future; they do not retroactively reduce a service already paid for or remove a mandatory statutory protection.

For business holders covered by European Regulation 2019/1150, proposed changes to the terms are notified on a durable medium at least fifteen days before they take effect; a longer period is provided where necessary technical or commercial adjustments justify it. The business may terminate before the notice period expires, with effect within fifteen days of receiving the notification unless a shorter period applies. Reducing or dispensing with notice is possible only in the cases provided by the Regulation, including a legal obligation that does not allow that period or the exceptional need to respond to an unforeseen and imminent security threat. Any waiver of notice must meet the statutory conditions; it is not systematically inferred from continued use.

A new privacy policy does not constitute consent to a new use of data. Where consent is required, it is requested separately before the new processing.

16. Access to data and presentation of businesses

Through their account features, the holder accesses information on their profile, the settings they have entered, and the requests, appointments and payment statuses made available by activated features. Access to Stripe and Google also depends on their accounts with those providers. They do not access other holders’ private data. Information published on profiles and Arcade leaderboards remains accessible to visitors as described above.

Vaynexo accesses personal and non-personal data generated through use of the service to the extent necessary for its operation, support, security, legal obligations and technical diagnosis of malfunctions. Categories include profile data, requests and appointments, their statuses, payment references and technical operational records. Technical recipients and their purposes are detailed in the privacy policy and data processing agreement. These terms grant no general right to resell a business customer’s client data.

The holder may ask hello@vaynexo.com for the return of data they have supplied or that concerns their use, subject to legal limits, third-party rights and protected secrets. After closure, the account area is no longer accessible; data is returned on request according to the announced retention periods and applicable obligations. This option does not promise automatic export of every data item. Data still needed for legal obligations is retained with restricted access. The data processing agreement specifies the choice between return and deletion of entrusted data.

Profiles are accessed through their links, QR codes and NFC; the service described here does not include comparative ranking of businesses in a multi-seller search engine. The Arcade leaderboard ranks game scores, not business offers. Basic and Premium differ in their

announced features; Premium is not payment for improving a seller’s ranking. Vaynexo does not give priority to any services it might sell itself in a seller ranking that does not exist. Any change to these arrangements will be described before implementation. Holders remain free to offer their services through other channels.

17. Complaints and applicable law

Complaints should be sent to hello@vaynexo.com or the business address stated in section 1, with the information needed to identify the situation.

After a prior complaint remains unresolved, a consumer may contact the Consumer Mediation Service: https://mediationconsommateur.be/, contact@mediationconsommateur.be, Boulevard du Roi Albert II 8 bte 1, 1000 Bruxelles. This option does not restrict access to the courts. A consumer located in Thailand may also seek information or lodge a complaint with the Office of the Consumer Protection Board (OCPB): https://www.ocpb.go.th/. Competent mechanisms in other countries remain available.

Belgian law applies. Where a consumer benefits from mandatory provisions of their country of habitual residence under the applicable rules, those provisions remain unaffected. Jurisdiction is determined by statutory rules; no exclusive jurisdiction is imposed on them in conflict with those rules.

Informative English translation. The French statutory boxes remain included with contracts for the French market; this translation does not replace them.

Guarantees — French provisions applicable to consumers

The following boxes set out the guarantees provided by French law where they apply to you. They do not reduce rights arising from the Belgian law applicable to the contract or any other mandatory protections you benefit from. The duration and supply rules for Basic and Premium remain those stated in your offer and these terms.

To exercise these guarantees, contact Ludovic Peene — Vaynexo, Rue de Gravière 15/003, 5000 Namur, Belgique; hello@vaynexo.com; +32 475 34 65 75.

A — Goods, including physical items with digital elements

The consumer has two years from delivery of the goods to invoke the statutory guarantee of conformity if a lack of conformity becomes apparent. During this period, the consumer is required to establish only the existence of the lack of conformity, not the date on which it became apparent.

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Where the contract for the sale of goods provides for the continuous supply of digital content or a digital service for more than two years, the statutory guarantee applies to that digital content or digital service throughout the agreed supply period. During this period, the consumer is required to establish only the existence of the lack of conformity affecting the digital content or digital service, not the date on which it became apparent.

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The statutory guarantee of conformity requires the trader, where applicable, to provide all updates necessary to maintain the conformity of the goods.

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The statutory guarantee of conformity entitles the consumer to repair or replacement of the goods within thirty days of their request, free of charge and without significant inconvenience to them.

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If the goods are repaired under the statutory guarantee of conformity, the consumer benefits from a six-month extension of the original guarantee.

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If the consumer requests repair of the goods but the seller imposes replacement, the statutory guarantee of conformity is renewed for two years from the date on which the goods are replaced.

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The consumer may obtain a reduction in the purchase price while keeping the goods, or terminate the contract and receive a full refund in exchange for returning the goods, if:

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1° The trader refuses to repair or replace the goods;

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2° Repair or replacement of the goods takes place after thirty days;

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3° Repair or replacement of the goods causes significant inconvenience to the consumer, particularly where the consumer ultimately bears the cost of taking back or removing the non-conforming goods, or bears the cost of installing the repaired or replacement goods;

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4° The lack of conformity of the goods persists despite the seller’s unsuccessful attempt to bring them into conformity.

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The consumer is also entitled to a reduction in the price of the goods or termination of the contract where the lack of conformity is so serious that it justifies immediate price reduction or termination. In that case, the consumer is not required to request repair or replacement of the goods first.

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The consumer is not entitled to terminate the sale if the lack of conformity is minor.

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Any period during which the goods are out of use for repair or replacement suspends the remaining guarantee period until the repaired or replacement goods are delivered.

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The rights stated above arise from Articles L. 217-1 to L. 217-32 of the Consumer Code.

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A seller who obstructs implementation of the statutory guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual turnover (Article L. 241-5 of the Consumer Code).

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The consumer also benefits from the statutory guarantee against hidden defects under Articles 1641 to 1649 of the Civil Code for two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept, or a full refund in exchange for returning them.

B1 — Standalone Premium supplied continuously for a twelve-month period

The consumer is entitled to invoke the statutory guarantee of conformity if a lack of conformity becomes apparent within twelve months of supply of the digital content or digital service. During this period, the consumer is required to establish only the existence of the lack of conformity, not the date on which it became apparent.

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The statutory guarantee of conformity requires all updates necessary to maintain the conformity of the digital content or digital service to be provided for twelve months.

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The statutory guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without significant inconvenience to them.

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The consumer may obtain a price reduction while retaining the digital content or digital service, or terminate the contract and receive a full refund in exchange for relinquishing the digital content or digital service, if:

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1° The trader refuses to bring the digital content or digital service into conformity;

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2° Bringing the digital content or digital service into conformity is unduly delayed;

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3° The digital content or digital service cannot be brought into conformity without charges being imposed on the consumer;

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4° Bringing the digital content or digital service into conformity causes significant inconvenience to the consumer;

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5° The lack of conformity of the digital content or digital service persists despite the trader’s unsuccessful attempt to bring it into conformity.

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The consumer is also entitled to a price reduction or termination of the contract where the lack of conformity is so serious that it justifies immediate price reduction or termination. In that case, the consumer is not required to request that the digital content or digital service be brought into conformity first.

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Where the lack of conformity is minor, the consumer is entitled to cancel the contract only if the contract does not provide for payment of a price.

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Any period during which the digital content or digital service is unavailable while being brought into conformity suspends the remaining guarantee period until the digital content or digital service is supplied in conformity again.

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These rights arise from Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

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A trader who obstructs implementation of the statutory guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual turnover (Article L. 242-18-1 of the Consumer Code).

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The consumer also benefits from the statutory guarantee against hidden defects under Articles 1641 to 1649 of the Civil Code for two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained, or a full refund in exchange for relinquishing the digital content or digital service.

B2 — Standalone Premium continuing for an indefinite term

The consumer is entitled to invoke the statutory guarantee of conformity if a lack of conformity becomes apparent throughout the contractual period of indefinite-term supply of the digital content or digital service, from the start of that period until the contract's effective end. During this period, the consumer is required to establish only the existence of the lack of conformity, not the date on which it became apparent.

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The statutory guarantee of conformity requires all updates necessary to maintain the conformity of the digital content or digital service to be provided throughout that contractual period of indefinite-term supply.

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The statutory guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without significant inconvenience to them.

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The consumer may obtain a price reduction while retaining the digital content or digital service, or terminate the contract and receive a full refund in exchange for relinquishing the digital content or digital service, if:

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1° The trader refuses to bring the digital content or digital service into conformity;

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2° Bringing the digital content or digital service into conformity is unduly delayed;

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3° The digital content or digital service cannot be brought into conformity without charges being imposed on the consumer;

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4° Bringing the digital content or digital service into conformity causes significant inconvenience to the consumer;

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5° The lack of conformity of the digital content or digital service persists despite the trader's unsuccessful attempt to bring it into conformity.

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The consumer is also entitled to a price reduction or termination of the contract where the lack of conformity is so serious that it justifies immediate price reduction or termination. In that

case, the consumer is not required to request that the digital content or digital service be brought into conformity first.

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Where the lack of conformity is minor, the consumer is entitled to cancel the contract only if the contract does not provide for payment of a price.

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Any period during which the digital content or digital service is unavailable while being brought into conformity suspends the remaining guarantee period until the digital content or digital service is supplied in conformity again.

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These rights arise from Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

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A trader who obstructs implementation of the statutory guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual turnover (Article L. 242-18-1 of the Consumer Code).

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The consumer also benefits from the statutory guarantee against hidden defects under Articles 1641 to 1649 of the Civil Code for two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained, or a full refund in exchange for relinquishing the digital content or digital service.