

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

These general terms and conditions of leasing 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.

- « **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 Subscriber, and downloadable by the Subscriber via his mobile phone directly to the online mobile download platforms,
- « **Leasing** »: means the way the In&box is made available to the Subscriber by In&motion. The In&box Leasing can be subscribed through the Leasing Offer detailed on our Website,
- « **Offer** » means any In&motion Offer subscribed by the Subscriber in order to benefit from the In&box provision,
- « **Option** » means any additional option subscribed by the Subscriber,
- « **Parties** » together means the Company and the Subscriber,
- « **Product** » means the In&box provided by In&motion and its Options.
- « **Subscriber** » or « Customer » means any natural or legal person who subscribed to an In&motion Offer,
- « **Subscription** » means any subscription to the In&box Leasing Offer or to an additional Option subscribed by the Subscriber,
- « **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 Subscriber 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 Leasing by the Company whose Subscription is placed on the Website.

These Terms only apply to Subscriptions 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.

Any subscription to an In&motion Offer needs that the Subscriber chooses an available Offer on the Website. In case of failure of payment or failure of Offer renewal, the In&box will automatically become unusable and must be returned to In&motion.

The In&box Leasing includes, for all the commitment period subscribed by the Subscriber:

- the In&box provision;
- the street detection mode included in the In&box;
- the In&motion control mobile App;
- continuous system optimization thanks to updates installed by the Subscriber by download.
- a dedicated VIP service
- the possibility to have the In&box replaced after 3 consecutive years of leasing (provided that a new version of In&box is available). This replacement is not valid in case the Subscriber selects the Purchase Offer of the In&box after 3 years.

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 Leasing Offer is the street mode. In case of use on track, the Subscriber must subscribe to the "Track" Option which is available on the In&motion Website.

## 4. Ownership

The In&box will remain the Company property.

## 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 Leasing Offer and benefit from the In&box provision, every Subscriber 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 Subscription date.

For any account opening and Offer Subscription, the In&box shipping costs are offered. In the event that a Subscriber has already cancelled his Offer and wishes to subscribe again to an Offer, the In&box shipping costs will be borne by the Subscriber.

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

The Customer then must check his Subscription'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 Subscription, the Customer must validate again by:

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

## **6.2 Order Processing**

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

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

- When the payment of the Subscription 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 Subscription placed with the Company.

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 ».

The Customer will pay the cost of the Leasing and/or 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 Customer 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 Offer or 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 Subscription 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 Subscription 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 Offer or Option for the entire commitment period of the subscribed Offer. 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 Offer and 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 Subscription 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.

## **7. In&box activation**

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

Upon completion of the Subscription, the Subscriber 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, the In&box will be deactivated and no longer functional. The Subscriber will then have to activate his account and subscribe to the Leasing Offer on the In&motion Website in order to activate his In&box.

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

## **8. 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 Inbox 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 leasing of the In&box. The refund will be made using the same payment method used by the Customer for the Subscription, 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.

#### **9. In&box terms of use**

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

The Subscriber 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 Subscriber may go to the Website or contact the Customer Service whose details appear in the article "Customer Service".

The Subscriber 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 Subscriber has not previously downloaded the latest update.

The Subscriber 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.

#### **10. 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.

## 11. Security deposit

A deposit of 399 € TTC will be asked to the Subscriber at the time of the subscription to guarantee the restitution of the In&box in case of termination or end of Leasing as well as in case of any failure to the financial obligations of the Subscriber. This deposit will not be debited and will be in the form of a bank imprint upon subscription.

## 12. Leasing and Options Renewal

The Leasing or Option Subscription 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.

## 13. Cancellation

### 13.1 Cancellation at the Customer's initiative

The Customer may cancel his Subscription or modify his Offer 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 Offer modification will be effective as soon as the In&box is returned to In&motion by the Subscriber provided that the notification has been sent at least 48 hours before its end.

### 13.2 Cancellation at In&motion's initiative

In&motion has the right to cancel the Leasing or Subscription 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.

### 13.3 Cancellation consequences

In case of Leasing cancellation, the Subscriber undertakes the In&box return **in its original packaging** and with all the initial accessories (excluding promotional items such as stickers or chokers) to the following address: In&motion, Parc Altais, 178 route de Cran Gevrier, 74650 Chavanod and by registered mail; the cancellation being effective as soon as the In&box has been sent by the Subscriber (postmark being authentic)

In the failure of restitution, in case of incomplete return or in poor operating condition of the In&box, excepted in case of inherent defect of the equipment, In&motion will proceed to the debit of the security deposit mentioned in Article 11 of these Terms.

The balance of the rental fees due until the end of the current commitment period becomes immediately due.

## 14. Guarantees

In&motion remains the owner of the In&box which is provided to the Subscriber.

In case of loss or degradation resulting from misuse of the Subscriber, the In&box may be replaced if requested for 399 € excluding shipping costs.

In case of theft of the In&box, the Subscriber must immediately inform In&motion by mail or e-mail accompanied by a copy of the minutes drawn up by the police services.

In & motion may then proceed to the debit of the deposit, refundable by the Subscriber insurance.

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.

In & motion cannot be held responsible for any misuse made by the Subscriber or for the use of the In&box or the Subscriber's account by a third party to whom the Subscriber entrusted his In&box, communicated his identifiers or who would have accessed the account due to fault, clumsiness or negligence on the part of the Subscriber.

The Member undertakes in these cases to make his personal case any claim, claim or opposition and more generally any proceedings against In & motion from a third party.

All guarantees and responsibilities are set forth in the user manual provided with the In&box and available on the In&motion website which the Subscriber undertakes to read before the first use of the In&box.

For any subscription to the Leasing Offer, the Subscriber benefits from a dedicated VIP service allowing a return of a new In&box within 72 hours if the problem cannot be solved remotely. This period of 72 hours is valid in mainland France except in cases of force majeure making it impossible to deliver within the time limits (strikes, bad weather ...)

**The In&box guarantee in track mode is only valid if the Subscriber 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 Subscriber 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 Subscriber 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.**

## 15. Data Protection

Concerned with the respect of the integrity of the Subscribers data, In&motion undertakes to respect the confidentiality of the Subscribers 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 Subscribers personal information for the purpose of improving its technology and related services. Any other use will be subject to a prior request to the Subscriber for consent.

All information related to data protection and to the processing of Subscriber 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 Subscriber 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.

## 16. 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.

### **17. Terms modifications**

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

In&motion may have to modify the general conditions of leasing and will inform the Subscriber 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 Subscriptions placed as from its entry into force.

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

In the event of disagreement, the Subscriber will have the option to cancel his Leasing without penalty of cancellation within 4 months after the entry into force of the modifications.

### **18. Terms Translation**

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

### **19. 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.

### **20. 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.

### **21. 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.

### **22. Customer Service**

In&motion provides to the Subscriber 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.

### **23. Applicable laws and jurisdiction**

#### **23.1 Applicable Law**

These Terms are governed by the French Law.

#### **23.2 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.

#### **23.3 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.

#### **23.4 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.