

TERMS AND CONDITIONS OF SALE

In force on 28/07/2023

ARTICLE 1 - Scope of application

The present General Terms and Conditions of Sale (hereinafter referred to as "GTCS") apply, without restriction or reservation, to all purchases of the following services:

Purchase of Gems: Users can purchase gems which can be used to purchase serial backups. Gems are sold in packs of 500 for 2 euros.

Premium subscription: For 30 euros a month or 180 euros a year, users can take out a premium subscription. This gives them unlimited access to all the questions available on the application, as well as to ChatGPT support.

CodenQuest Pro for Companies and Schools: This service enables companies and schools to create virtual classes for their employees or students. They can involve them in coding competitions and monitor their progress. The cost of this service should be determined according to the specific needs of each organization.

Creation of Interview Questions: For 10 euros per session, companies can create interview questions that they can use to evaluate candidates. These tests can be sent directly to candidates from the platform.

as offered by the Service Provider to non-professional customers ("Customers") on the <https://codenquest.com/> website.

The main features of the Services are presented on the <https://codenquest.com/> website. It is the Customer's responsibility to read them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Terms and Conditions of Sale are accessible at all times on the <https://codenquest.com/> website and shall prevail over any other document.

The Customer hereby declares that he/she has read and accepted these General Terms and Conditions of Sale by checking the appropriate box before placing an order online at <https://codenquest.com/>.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Customer.

The Provider's contact details are as follows:

CodenQuest, SASU

Share capital of 1 euros

Registered with the RCS of Paris, under number 977992494

60 rue François 1er

e-mail: contact@codenquest.com

telephone: +33 6 79 72 99 08

Customs duties or other local taxes, import duties or state taxes may be payable. These are the sole responsibility of the customer.

ARTICLE 2 - Prices

The Services are provided at the current prices shown on the <https://codenquest.com/> website, when the order is placed by the Service Provider.

On the https://codenquest.com website, prices are expressed in Euros, excluding VAT and including VAT.

On the mobile application available on iOS, prices and currency are adapted according to the country associated with the user.

Prices take into account any discounts offered by the Service Provider on the <https://codenquest.com/> website.

These prices are firm and non-revisable during their period of validity, but the Service Provider reserves the right to modify prices at any time outside their period of validity.

Prices do not include processing, dispatch, transport and delivery charges, which are invoiced in addition, under the conditions indicated on the site and calculated before the order is placed.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Service Provider and sent to the Customer upon delivery of the Services ordered.

ARTICLE 3 – Orders

It is the Customer's responsibility to select the Services he/she wishes to order on the <https://codenquest.com/> website, in accordance with the following procedures:

Choice of Service: The user chooses the service they wish to purchase, either the Premium subscription or a gem pack, in the appropriate section of the application or website.

Order Validation: Once the user has chosen the service they wish to purchase, they validate their order by clicking on the "Buy" or "Subscribe" button.

Payment: The user is then redirected to the payment page (Apple, Android or Stripe depending on the platform) where they can choose their payment method from among those offered. Once the user has entered their payment details and clicked on "Pay", the payment is processed.

Service access: For Premium subscriptions, access is generally instantaneous once payment has been confirmed. The user can then access all ChatGPT questions and support. For gem purchases, gems are generally added to the user's account immediately after purchase.

The sale will be considered valid only after full payment of the price. It is the customer's responsibility to verify the accuracy of the order and to immediately report any errors.

Any order placed on the <https://codenquest.com/> website constitutes the formation of a distance contract between the Customer and the Service Provider.

The Service Provider reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.
Customers may track the progress of their order on the website.

Placing an order for a Premium subscription on the <https://codenquest.com/> website implies the conclusion of a contract for a minimum duration of 1 month, renewable for the same duration by tacit agreement.

Under the terms of article L 215 -1 of the French Consumer Code, reproduced below:

"For service contracts concluded for a fixed term with a tacit renewal clause, the professional service provider informs the consumer in writing, by dedicated letter or e-mail, at the earliest three months and at the latest one month before the end of the period authorizing the rejection of renewal, of the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information, delivered in clear, comprehensible terms, mentions the non-renewal deadline in a visible box.

Where this information has not been sent to the consumer in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial contract to a fixed-term contract, shall in this case be reimbursed within thirty days of the termination date, after deduction of sums corresponding, up to that date, to the performance of the contract. The provisions of this article apply without prejudice to those which legally subject certain contracts to specific rules concerning consumer information."

Article L215-2 of the French Consumer Code excludes the application of article L215-1 to operators of drinking water and wastewater services. Conversely, article L215-3 of the French Consumer Code stipulates that these rules apply to contracts concluded between professionals and non-professionals.

Article L241-3 of the French Consumer Code penalizes professionals who fail to make refunds in accordance with the conditions laid down in article L 215-1 of the Code de la consommation".

ARTICLE 4 - Terms of payment

The price is paid by secure payment as follows:

payment by credit card

or by bank transfer to the Vendor's bank account (details of which are given to the Customer when the order is placed).

For payment by credit card, the card is debited only when the Services are provided.

Payment data is exchanged in encrypted mode using the protocol defined by the approved payment service provider for banking transactions carried out on the <https://codenquest.com/> website.

Payments made by the Customer will only be considered final once the amounts due have been received by the Service Provider.

The Service Provider shall not be obliged to provide the Services ordered by the Customer if the Customer does not pay the Service Provider the full price in accordance with the above conditions.

ARTICLE 5 - Supply of Services

The Services ordered by the Customer will be provided as follows:

Purchase of Gems: Once the user has purchased a gem pack, the gems are added directly to their CodenQuest user account. These gems can be used to purchase serial backups. Gem provisioning is usually instantaneous, but can take up to a few minutes in certain circumstances.

Premium subscription: When users purchase a Premium subscription, they immediately benefit from the advantages associated with this subscription. This includes unlimited access to all ChatGPT questions and support. These benefits remain active for the duration of the subscription. If the user has opted for automatic renewal, access is maintained as long as the subscription is renewed.

The said Services will be provided within a maximum of a few seconds from the final validation of the Customer's order, under the conditions set out in these GTC, at the address indicated by the Customer when placing the order on the <https://codenquest.com/> website. The Service Provider undertakes to use its best efforts to provide the Services ordered by the Customer, within the framework of an obligation of means and within the time limits specified above.

If the Services ordered have not been supplied within a period of Directly after the indicative supply date, for any reason other than force majeure or the fault of the Customer, the sale of the Services may be cancelled at the written request of the Customer under the conditions set out in articles L 216-2, L 216-3 and L241-4 of the French Consumer Code. The sums paid by the Customer will then be returned to him at the latest within fourteen days of the date of cancellation of the contract, to the exclusion of any compensation or deduction.

In the event of a specific request by the Customer concerning the conditions of supply of the Services, duly accepted in writing by the Service Provider, the costs relating thereto will be subject to specific additional invoicing at a later date.

In the absence of reservations or complaints expressly made by the Customer upon receipt of the Services, the latter shall be deemed to conform to the order, in terms of quantity and quality.

The Customer shall have a period of 1 month from the provision of the Services in which to make a complaint by e-mail, describing the reason, to be sent to contact@codenquest.com, with all supporting documents, to the Service Provider.

No claim will be validly accepted if the Customer fails to comply with these formalities and deadlines.

The Service Provider will reimburse or rectify as soon as possible and at its own expense the Services whose lack of conformity has been duly proven by the Customer.

ARTICLE 6 - Right of withdrawal

In accordance with article L221-18 of the French Consumer Code, "For contracts providing for the regular delivery of goods during a defined period, the period runs from receipt of the first good".

The right of withdrawal may be exercised online, using the withdrawal form attached hereto and also available on the site, or by any other unambiguous statement expressing the wish to withdraw, and in particular by post addressed to the Service Provider at the postal or e-mail address given in ARTICLE 1 of these GCS.

If the right of withdrawal is exercised within the aforementioned period, only the price of the Services ordered will be reimbursed.

The sums actually paid by the Customer will be reimbursed within 14 days of receipt by the Service Provider of notification of the Customer's withdrawal.

ARTICLE 7 - Liability of the Service Provider - Warranties

The Service Provider warrants, in accordance with legal provisions and without additional payment, the Customer against any lack of conformity or latent defect resulting from a design or manufacturing defect in the Services ordered under the following terms and conditions:

Legal warranty provisions

Article L217-4 of the French Consumer Code

"The seller is required to deliver goods in conformity with the contract and is liable for any defects in conformity existing at the time of delivery. He is also liable for defects in conformity resulting from the packaging, assembly instructions or installation when the latter has been made his responsibility by the contract or has been carried out under his responsibility."

Article L217-5 of the French Consumer Code

"The good conforms to the contract:

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

- if it corresponds to the description given by the seller and possesses the qualities that the seller presented to the buyer in the form of a sample or model ;
- if it has the qualities that a buyer may legitimately expect, having regard to public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the seller's attention and accepted by the latter."

Article L217-12 of the French Consumer Code

"The action resulting from the lack of conformity is prescribed by two years from the date of delivery of the goods.

Article L217-16 of the French Consumer Code.

"When the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days is added to the remaining warranty period. This period runs from the date of the buyer's request for repair, or from the date the item is made available for repair, if the item is made available after the request for repair.

In order to assert his rights, the Customer must inform the Service Provider, in writing (e-mail or letter), of the existence of the defects or lack of conformity.

The Service Provider will refund or rectify or have rectified (as far as possible) the services deemed defective as soon as possible and at the latest within 0 days of the Service Provider's discovery of the defect or fault. Reimbursement may be made by bank transfer or cheque.

The Service Provider's warranty is limited to the reimbursement of Services actually paid for by the Customer.

The Service Provider shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a case of force majeure as usually recognized by French case law.

The Services provided through the Provider's <https://stripe.com/> website comply with the regulations in force in France. The Service Provider may not be held liable in the event of non-compliance with the legislation of the country in which the Services are provided, which it is up to the Customer, who is solely responsible for the choice of Services requested, to check.

ARTICLE 8 - Personal data

The Customer is hereby informed that the collection of his personal data is necessary for the sale of the Services and their performance and delivery, entrusted to the Service Provider. This personal data is collected solely for the performance of the service contract.

8.1 Collection of personal data

The following personal data are collected on the <https://codenquest.com/> website:

Opening an account

When creating a customer/user account:

E-mail, user name.

Payment

In the context of payment for the Services offered on the <https://codenquest.com/> website, it should be noted that CodenQuest does not record any financial data relating to the Customer/user's bank account or credit card.

All payment transactions are processed by secure, legally compliant third-party payment service providers: Apple Pay for transactions carried out on iOS devices, Google Pay for

transactions carried out on Android devices, and Stripe for transactions carried out on the Web.

These payment service providers are solely responsible for the secure and confidential processing of your payment information. We advise you to consult the privacy policies of these providers to understand how your payment data is managed.

Please note that your agreement with these third parties is separate from your agreement with CodenQuest, and CodenQuest is not responsible for the performance of these third parties or their privacy policies.

8.2 Recipients of personal data

Personal data is reserved for the sole use of the Provider and its employees.

The data controller is the Service Provider, within the meaning of the French Data Protection Act and, as of May 25, 2018, Regulation 2016/679 on the protection of personal data.

8.4 limitation of processing

Unless the customer expressly agrees, personal data will not be used for advertising or marketing purposes.

8.5 Data retention period

The Service Provider will keep the data thus collected for a period of 5 years, covering the period of prescription of the applicable contractual civil liability.

8.6 Security and confidentiality

The Service Provider implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, the Internet is not a completely secure environment, and the Service Provider cannot guarantee the security of data transmission or storage over the Internet.

8.7 Implementation of customer and user rights

- In application of the regulations applicable to personal data, customers and users of the <https://codenquest.com/> website have the following rights:
- They may update or delete their personal data as follows:
- Customers can delete their data and account directly from their profile.
- They can delete their account by writing to the e-mail address indicated in article 9.3 "Data controller".
- They may exercise their right of access to their personal data by writing to the address indicated in article 9.3 "Data controller".
- If the personal data held by the Service Provider is inaccurate, they may request that the information be updated by writing to the address indicated in article 9.3 "Data controller".

- They may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in article 9.3 "Data controller".
- They may also request the portability of data held by the Service Provider to another service provider.
- Finally, they may object to the processing of their data by the Service Provider.

These rights, provided they do not conflict with the purpose of the processing, may be exercised by sending a request by post or e-mail to the data controller whose contact details are given above.

The data controller must reply within a maximum of one month.

Any refusal to grant the Customer's request must be justified.

Customers are informed that in the event of refusal, they may lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or refer the matter to a judicial authority.

The Customer may be asked to tick a box by which he agrees to receive informative and advertising e-mails from the Service Provider. Customers may withdraw their consent at any time by contacting the Service Provider (see contact details above) or by following the unsubscribe link.

ARTICLE 9 - Intellectual property

The content of the <https://codenquest.com/> website is the property of the Seller and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly forbidden and may constitute an infringement of copyright.

ARTICLE 10 - Applicable law - Language

These General Terms and Conditions of Sale and the transactions arising from them are governed by and subject to French law.

These GCS are written in French. Should they be translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

ARTICLE 11 - Disputes

For all complaints, please contact the Customer Service Department at the postal or e-mail address of the Service Provider indicated in ARTICLE 1 of these General Terms and Conditions.

The Customer is hereby informed that, in the event of a dispute, he/she may in any event have recourse to conventional mediation, with existing industry mediation bodies, or to any alternative dispute resolution method (conciliation, for example).

In this case, the appointed mediator is

Fédération du Commerce et de la Distribution

12 rue Euler, 75008 Paris

<https://mediateur.fcd.fr/>

E-mail: mediationconsommation@fcd.fr.

Customers are also informed that they may also use the Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes arising from the purchase or sale transactions concluded in application of these GTS and which have not been settled amicably between the seller or by mediation, will be submitted to the competent courts under the conditions of common law.

APPENDIX I

Withdrawal form

Date _____

The present form must be completed and returned only if the Customer wishes to withdraw from the order placed on <https://codenquest.com/>, except where exclusions or limits to the exercise of the right of withdrawal apply in accordance with the applicable General Terms and Conditions of Sale.

For the attention of SASU, CodenQuest

60 rue François 1er

I hereby give notice of withdrawal from the contract concerning the order for the service below:

- Order of (indicate date)
- Order number:
- Customer name:
- Customer address:

Customer's signature (only if this form is sent on paper)