

General terms and conditions of sale - MELOMIND®

Préambule :

CYREBRO NEURO SIGNALS carries out research and development activities in the human and social sciences. CYREBRO NEURO SIGNALS offers the MELOMIND® Program based on the neurofeedback process, which consists in training the natural relaxation processes of the brain in a non-intrusive way and without side effects.

The General terms and conditions are intended to govern the contractual relations between:

CYREBRO NEURO SIGNALS a simplified joint stock company, registered in the Paris Trade and Companies Register, whose registered office is located at 28 rue des Petites Hôtels, 75010, Paris, France, represented by Mr. Bruno Scherrer, President

And

The natural or legal person purchasing the MELOMIND® Programme (the "User", the " Purchaser", or the "Customer").

The Conditions define the contractual relationship between CYREBRO NEURO SIGNALS and the Customer with regard to the purchase of a MELOMIND® Program and the associated Products and Services, as well as the subscription to the Unlimited Licenses offer.

CYREBRO NEURO SIGNALS may, in addition, establish general terms and conditions of sale for specific categories, derogating from the present general terms and conditions of sale, applicable to professional purchasers or those acting in the context of their within the framework of their activity. Purchasers who correspond to these criteria will then have these general conditions of sale applied to them.

CYREBRO NEURO SIGNALS reserves the right to derogate from certain clauses of the present terms and conditions, depending on the negotiations with the professional purchaser (excluding any natural person considered as a consumer), by establishing special conditions of conditions of sale.

Refusal to accept the GENERAL TERMS & CONDITIONS OF SALE in whole or in part excludes the conclusion of the contract of sale CYREBRO NEURO SIGNALS reserves the right to refuse any order from a Customer refusing or not respecting the GENERAL TERMS & CONDITIONS OF SALE as well as any additional conditions, in particular of license or use, governing, for example, specifically the use of the Application, without the Customer being able to claim any indemnity.

CYREBRO NEURO SIGNALS is a retailer and is not intended to sell the products on offer in large quantities. Consequently, CYREBRO NEURO SIGNALS reserves the right to refuse orders of the same product in large quantities, and this, from three identical orders.

Our offers are valid as long as they are visible on the Site, within the limit of available stocks, excluding promotional operations mentioned as such. In the event of unavailability after placing your order, we will inform you as soon as possible by email. Your order will be automatically cancelled and no bank debit will be made.

1. Definitions

The following terms have the following meanings in these GENERAL TERMS & CONDITIONS OF SALE , including the Preamble, as well as in any additional conditions, in particular license or use conditions, governing, for example, specifically the use of the Application:

"Application" : means an Android or IOS application compatible with tablets and mobile phones with at least Android 5.1 or IOS 9.3 versions, which the Customer can access under the terms of the License.

"License": means the personal licence to use the Application as well as the access to Services individually granted to the Customer within the framework of the purchase of the MELOMIND® Program and, where applicable, to another User within the framework of the subscription to the Unlimited Licenses offer.

" Unlimited License " : means the offer for the purchase of an unlimited number of licenses by a Customer in addition to a MELOMIND® Program for which he is already a Customer.

"Products": means the material products making up the MELOMIND® Program, including: a cover, an electroencephalogram headset and its accessories (including a pair of electrodes and a USB cable).

"MELOMIND® Program" : means the brain relaxation training solution "Stress melomind™ Helmet" as described in 2.1 of these GENERAL TERMS & CONDITIONS OF SALE .

"Data Protection Regulations" : refers to the General Data Protection Regulations 2016/679 of 27 April 2016 ("RGPD") and Law no. 78-17 of 6 January 1978 relating to information technology, files and liberties ("Informatique et Libertés" law)

"Services" : means the ancillary services such as training, customer support and all other services associated with the MELOMIND® Program.

"Site": refers to the website <https://www.melomind.care/> published by CYREBRO NEURO SIGNALS.

"User": means the Customer or any other identified natural person expressly designated by the Customer and who has created a User account from a License.

2. General provisions – Purpose

2.1. MELOMIND® Program Description

CYREBRO NEURO SIGNALS offers for sale the MELOMIND® Program.

The MELOMIND® Program consists of the following elements:

- The Products of the MELOMIND® Program
- Personal and personalized access to the Application and Services
- 5 Personal Licenses to the Customer.

2.2. Description of the offer Unlimited License.

To access the Unlimited Licenses offer, the Customer must be a professional buyer or acting within the framework of his activity and have previously subscribed to a MELOMIND® Program.

The Unlimited Licenses offer allows the Customer (professional buyer) to :

- give access to his MELOMIND® Program to another User who, through a strictly personal License, will use the same Products of the Customer with his own Application and his own personalized Services.
- provide access to the performance monitoring interface to the Customer.

3. License Terms and Conditions

3.1 Scope of the license

In the context of the purchase of a MELOMIND® Program and the Unlimited License offer, CYREBRO NEURO SIGNALS grants a non-exclusive and non-transferable License to the User authorizing him to use the MELOMIND® Program in accordance with the GENERAL TERMS & CONDITIONS OF SALE as well as any Unlimited License or use conditions, governing, for example, specifically the use of the Application and the Services.

The License is granted for use in the Territory, with no time limit. All future updates of the Application are also included in the price paid either when purchasing the MELOMIND® Program or when subscribing to the Unlimited License offer.

3.1 Terms and Conditions of the License

Each License is personal, nominative and unique. Each License is attached to a User account.

Thus, to use a License, the User must create an account on the Application using his License number by following the instructions given to him. When purchasing a MELOMIND® Program, the Customer's License is automatically created with the information specified by the Customer in the order. The User is asked to choose a username and password. These elements are strictly confidential, and the User is invited to keep them with the utmost care. The User, or failing this, the Customer having purchased the License within the framework of the MELOMIND® Program or the Unlimited License offer, shall be solely responsible for the consequences of the use of the account, until the account is deactivated.

3.3. Terms of Use of the License

Any use of the MELOMIND® Program other than that provided for in the GENERAL TERMS & CONDITIONS OF SALE is excluded from the scope of the License and may not be made without the express prior authorization of CYREBRO NEURO SIGNALS. Furthermore, the CUSTOMER undertakes to take all necessary measures, in particular security measures, including with regard to any User, to ensure the respect of the intellectual property rights of CYREBRO NEURO SIGNALS.

The Customer acknowledges that CYREBRO NEURO SIGNALS is the sole owner of the intellectual property rights on the MELOMIND® Program and its related components and waives the right to contest these rights in any form whatsoever.

In particular, CYREBRO NEURO SIGNALS expressly prohibits :

- Sharing the MELOMIND® Program with any third party other than the User.
- The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part or all of any element, including a database, composing the MELOMIND® Program on another medium, by any means and in any form whatsoever
- The reuse, by making available to the public all or a qualitatively or quantitatively substantial part of any element, including a database, making up the MELOMIND® Program, whatever its form.

The practice of hypertext links to any element of the MELOMIND® Program is prohibited without the express prior written consent of CYREBRO NEURO SIGNALS.

4. Validation of the order and entry into force of the General Terms & Conditions of Sale

The GENERAL TERMS & CONDITIONS OF SALE come into force by acceptance of a checkbox, during the validation, by the Customer, of his order.

To validate his order, the Customer declares to have read and accepted the GENERAL TERMS & CONDITIONS OF SALE before placing your order. Thus, the validation of your order is thus worth acceptance of these GENERAL TERMS & CONDITIONS OF SALE .

A summary of your order information and the General Terms and Conditions will be sent to you in PDF format via the order confirmation e-mail.

The applicable General Terms & Conditions of Sale are those in force at the time of the order, or of which the User will have been informed after an update of the General Terms & Conditions of Sale .

5. Availability

The MELOMIND® Program, including the Application and Services, is available 24 hours a day, 7 days a week.

Nevertheless, due to the complexity of the Internet network, unforeseen service interruptions may occur (problems due to the Internet service provider, external maintenance, ...) without CYREBRO NEURO SIGNALS being liable in such a case. CYREBRO NEURO SIGNALS nevertheless undertakes, as far as possible, to inform its Customers of any foreseeable interruption of its services by means of a message posted on its Site.

CYREBRO NEURO SIGNALS reserves the right to make any modification or improvement to the MELOMIND® program, to its Products, to the Application and to its Services that it deems necessary and useful, and cannot be held responsible for any suspension or possible damage, of any nature whatsoever, that may result from this fact.

6. Territory

Access to the MELOMIND® Program and the Unlimited Licenses is reserved to Customers residing in the territories as indicated on the Site.

7. Prices and terms of payment

The fact of validating your order implies the obligation on the part of the Customer to pay the price indicated in full. The prices of our products are indicated in euros all taxes included (VAT + other taxes and in particular tax on videogames, eco-participation...) excluding participation in processing and shipping costs.

The payment of the order is made by credit card or any other means accepted by the payment service providers used by CYREBRO NEURO SIGNALS as indicated in the "Payment" section.

The price of the MELOMIND® Programme is firm and final and includes all the components of the MELOMIND® Programme as described in these conditions in article 2.1.

The Customer proceeds to the payment of his orders by communicating to CYREBRO NEURO SIGNALS, his bank details, through the secure online payment system of the service providers according to the security standards of the banking sector.

With regard to the MELOMIND® Program and the "Unlimited Licenses" offer, the banking information (card number, account reference) of the Customer is not kept by CYREBRO NEURO SIGNALS.

CYREBRO NEURO SIGNALS reserves the right to cancel or refuse any order from a Customer with whom there is a dispute (unpaid, etc.).

8. Delivery

The Customer is notified of the indicative date on which the MELOMIND® Programme will be delivered to him. This date varies according to the place of delivery and is a simple estimate. The Customer will receive the MELOMIND® component products within a maximum of 30 days.

CYREBRO NEURO SIGNALS could not be held responsible for the consequences due to a delay of routing, because of the carrier, in particular in case of strike.

If the delivery address transmitted proves to be erroneous, the forwarding costs to the new address will be at the exclusive charge of the Customer. Delivery is deemed to have been made when the carrier makes the headset order available to the Customer.

Shipping costs vary according to the weight of the order, which depends on the number of MELOMIND® programs purchased and the Customer's delivery address. The payment of shipping costs is the exclusive responsibility of the Customer.

9. Headset maintenance

Maintenance will be carried out through technical support: support@cyrebro.com.

In case of breakdown or malfunction, CYREBRO NEURO SIGNALS undertakes to process any complaint as soon as possible in order to remedy it. A FAQ and a help center are available on the website www.melomind.care for the follow-up of updates and for any current question on the use of the MELOMIND® Application and Products. If the anomaly, the cause of which is attributable to CYREBRO NEURO SIGNALS, persists, the Customer is invited to consult the commercial guarantee on the Site in order to find out about the conditions of replacement and reimbursement.

10. Personal Data

Within the framework of the MELOMIND® Program, CYREBRO NEURO SIGNALS processes the Customer's personal data in its capacity as data controller.

In the context of the Unlimited Licenses Offer, CYREBRO NEURO SIGNALS processes the Customer's personal data as co-processor.

For more information on the data processing implemented by CYREBRO NEURO SIGNALS, in compliance with the Data Protection Regulations, please consult our Privacy Policy <https://www.melomind.care/en/privacy-policy/>

11. Right of withdrawal

11.1. Conditions for exercising the right of withdrawal

The Customer has a period of thirty (30) days to exercise his right of withdrawal, without having to justify his decision. This period starts from the date of receipt of the Product(s) by the Customer. The Customer can exercise his right of withdrawal by sending to CYREBRO NEURO SIGNALS, before the expiration of the 30 days period, a letter (to the postal address) or an email (to support@cyrebro.com) on the model present in Annex 1 of the present GENERAL TERMS & CONDITIONS OF SALE. Once his right of withdrawal has been exercised, the Customer has a maximum period of thirty (30) days following the communication of his decision to withdraw to return the MELOMIND® program to CYREBRO NEURO SIGNALS. The shipping costs are at the exclusive charge of the Customer. He will be reimbursed for the totality of the sums paid, excluding shipping costs, within a maximum period of thirty (30) days from the date on which CYREBRO NEURO SIGNALS will have received the MELOMIND® Program or on which he will have provided CYREBRO NEURO SIGNALS with a proof of the shipment of the Product(s), the date chosen being that of the first of these facts. Its liability may be engaged in the event of damage to the MELOMIND® Program resulting from handling other than that necessary to establish its nature, characteristics and proper operation. In case of retraction, it is necessary that the customer returns the helmet in its entirety and in its original packaging.

11.2. Exclusion of the right of withdrawal on the purchase of an Unlimited License

By accepting the present Terms and Conditions of Sale and in accordance with article L221-28 13° of the French Consumer Code, the Customer is informed that (i) if he wishes to benefit immediately from his Unlimited License, he can expressly renounce to the benefit of his right of retraction and to the thirty clear days deadline related to the online or distance selling as provided for in the Consumer Code, (ii) and, that consequently, he will have to pay to CYREBRO NEURO SIGNALS an amount corresponding to the service provided until the communication of his decision to retract; this amount is proportionate to the total price of the Unlimited License.

12. Guarantees

The Products are guaranteed against hidden defects, as defined in articles 1641 and following of the Civil Code, as well as against defects of conformity, as defined in articles L217-4 and following of the Consumer Code. The starting point of this guarantee is the delivery date. In the presence of a latent defect or a lack of conformity, the Customer can send back to CYREBRO NEURO SIGNALS by having previously contacted the support service the defective and/or non conforming Products for exchange or refund of the price and shipping costs. The Customer will be reimbursed via the payment method initially used, within a maximum period of thirty (30) days. For any additional question concerning the guarantees, please contact CYREBRO NEURO SIGNALS at the following address support@cyrebro.com.

For more information, see Annex 2 of these GENERAL TERMS & CONDITIONS OF SALE.

If the MELOMIND® Program is purchased from a third party vendor, the third party vendor should be contacted regarding the warranties they offer.

13. Responsibility

Any use of the MELOMIND® Program by a minor must be made under the sole responsibility of the holder of parental authority over the minor. CYREBRO NEUROSIGNALS is relieved of all responsibility in this respect.

Each Party shall be liable for any damage that it may cause to third parties due to its employees and its products in the performance of this contract.

In any case, CYREBRO NEUROSIGNALS cannot be held liable for any damage of any kind, whether material, immaterial or corporal, which could result from a malfunction or misuse of the MELOMIND® Program, including the Products, the Application or the Services.

The liability of CYREBRO NEUROSIGNALS will, in any case, be limited to the amount paid by the Customer.

14. Intellectual Property

The purchase of the MELOMIND® Program or the subscription to the Supplementary License offer does not transfer in any case the ownership of the Site, the Application, the Services or any element, in particular any intangible element of the MELOMIND® Program.

Except with the prior written consent of CYREBRO NEUROSIGNALS or of the holder of the rights relating to an element of the MELOMIND® Program or to the Unlimited License, any copy, reproduction, representation, adaptation, modification, translation, distribution, integral or partial diffusion of these elements as well as the transfer on the Site or application of these elements are prohibited, in whole or in part by any process whatsoever and on any medium whatsoever, and constituting an act of counterfeiting, an infringement of the rights of the database producer, an act of unfair competition and/or parasitism, punishable under articles L. 335-2, L. 335-3, L. 342-1 et seq. and L. 716-1 of the Intellectual Property Code, and Article 1240 of the Civil Code.

Any unauthorized use of the contents or information of the MELOMIND® Program or the Unlimited License, in particular for commercial purposes, may thus be prosecuted on the basis of the aforementioned grounds by the holders of the rights in question, who reserve the right to claim damages.

All texts, comments, works, illustrations and images reproduced or represented on the Site and the Application of CYREBRO NEUROSIGNALS are strictly protected under intellectual property law and for the whole world. As such and in accordance with the provisions of the intellectual property code, only private use subject to different or even more restrictive provisions of the intellectual property code is authorized. Any total or partial reproduction or representation of these elements is strictly forbidden.

The corporate names, trademarks and distinctive signs reproduced on the Site and the Application of CYREBRO

NEUROSIGNALS are protected under trademark law. The reproduction or representation of all or part of any of the above-mentioned signs is strictly forbidden and must be subject to prior written authorization from their owner.

15. Suspension or deactivation of the MELOMIND® Program

In case of obvious violation of the GENERAL TERMS & CONDITIONS OF SALE as well as any additional conditions of license or use, governing, for example, specifically the use of the Application, Products and Services by the Customer, CYREBRO NEUROSIGNALS reserves the right to delete and/or temporarily deactivate the Customer's account, without notice or compensation, in particular in case :

- infringement of the interests of CYREBRO NEUROSIGNALS and / or its intellectual property rights
- providing incorrect information when ordering or creating a User account
- in the event of non-compliance with the terms of the License
- circumventing or attempting to circumvent the technical protection measures implemented within the framework of the MELOMIND® Program and in particular within the framework of the Application and Services
- the total or partial non-payment of the price.

It is also possible for the Customer to have his account deleted. To do so, the Customer will make a request with the online contact form and CYREBRO NEUROSIGNALS will then delete the Customer's account as soon as possible after receipt of the said email.

The Customer's attention is drawn to the fact that the deactivation or deletion of a User account will definitively and irrevocably prevent the Customer from accessing the MELOMIND® Program and from retrieving the digital files attached to his User account (Customers and Unlimited License Users) and from being able to download them again. CYREBRO NEUROSIGNALS reserves the right, without indemnity, to definitively stop a service or all the services offered, and cannot be held responsible for any damage, of any nature whatsoever, that may result from this fact. In this case, CYREBRO NEUROSIGNALS will respect a reasonable notice period of one (1) month maximum.

16. Transfer of ownership of the Products

The Products remain the property of CYREBRO NEUROSIGNALS until full payment of the price. At the time the Products are delivered to the Customer, the risk of loss or damage to the Products is transferred to the Customer.

17. Insurance

CYREBRO NEUROSIGNALS undertakes to take out with a notoriously solvent insurance company all the necessary insurance policies for all the activities and obligations arising from the present contract, guaranteeing at least its professional civil liability, that of its products and protecting its information system and data.

CYREBRO NEUROSIGNALS undertakes to maintain the said policies throughout the duration of the present contract and to provide proof thereof at the request of the Customer by supplying him with up-to-date insurance certificates

listing the cover taken out and their respective amounts, in particular of his "Civil Liability" insurance contract n° 10251813 taken out with the insurance company CNA Insurance Company Limited since 01/11/2017.

Any modification, suspension, termination or cancellation of these insurance policies, for any reason whatsoever, must be notified to the Client as soon as possible.

18. Force majeure

CYREBRO NEUROSIGNALS declines all responsibility in case of breach of any of its contractual obligations resulting from a fortuitous event or force majeure as defined by the French courts.

In particular, are considered as a fortuitous event or force majeure any non-performance or delay in the execution of the order or shipment, caused by events beyond its control, such as :

- Strikes, closures or other industrial action
- Civil unrest, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or undeclared), or threat or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- Inability to use rail, boat, air, road or other private or public means of transport
- Inability to use public and private telecommunications networks
- Acts, decrees, legislation, regulations or restrictions of any government
- Strikes, malfunctions or accidents in maritime, postal or other transport.

CYREBRO NEUROSIGNALS cannot execute one of its obligations due to the occurrence of a case of force majeure and undertakes to inform the other party by any means as soon as possible and to confirm this information in writing within forty-eight (48) hours.

If the case of force majeure lasts for more than fifteen (15) days, the Parties agree that this contract may be terminated by the Client, ipso jure, effective from the date on which a registered letter with acknowledgement of receipt is sent by the Client to the Service Provider.

In the event of force majeure, the non-execution of the MELOMIND® Programme does not entitle the customer to payment of the MELOMIND® Programme or to damages.

19. Validity

Any change in the laws or regulations in force, or any decision of a competent court invalidating one or more clauses of these General Terms & Conditions of Sale shall not affect the validity of these General Terms & Conditions of Sale . Such a modification or decision does not in any way authorize Customers to disregard these GENERAL TERMS & CONDITIONS OF SALE.

Any conditions not expressly dealt with herein shall be governed in accordance with the custom of the retail sector for companies whose registered office is located in France.

20. Customer Service – Claims

For any information or question, our customer service is at your disposal from Monday to Friday from 9.30 am to 6 pm, by chat on the website www.melomind.care, via the e-mail address support@cyrebro.com or via the MELOMIND® application. You can also consult the help center: <https://melomind.zendesk.com/hc/en-gb>

Any written complaint from the Client must be sent to the following address: CYREBRO NEUROSIGNALS, Complaints Department, 28 rue des Petits Hôtels, 75010 Paris, France.

21. Mediation

In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, CYREBRO NEUROSIGNALS is a member of the Service of the Mediator of e-commerce of the FEVAD (Federation of e-commerce and distance selling: 60, rue de Boétie – 75008 Paris – <http://www.mediateurfevad.fr/>).

After prior written approach between the Customer and CYREBRO NEUROSIGNALS, the Ombudsman's Department can be contacted for any consumer dispute which has not been settled. To find out how to contact the Ombudsman, click [here](#). In addition, the European Commission has set up a dispute resolution platform to collect any complaints from consumers following an online purchase in order to forward them to the competent national ombudsmen :

www.ec.europa.eu/consumers/odr/

22. Applicable law – Litigation

These GENERAL TERMS & CONDITIONS OF SALE are subject to French law. They are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute. Any dispute concerning the validity, interpretation and/or execution of the GENERAL TERMS & CONDITIONS OF SALE shall, as far as possible, be settled in amicable negotiations. Failing this, unless otherwise provided by law, the dispute shall be submitted to the competent court of the defendant's domicile.

23. Appendix 1

[Subject] Exercising my right of withdrawal
For the attention of CYREBRO NEUROSIGNALS – Withdrawal – 28 rue des Petits Hôtels, 75010 Paris, France.
Date.....
I, the undersigned:
First name(s):
Second name(s) :
hereby notify you of my wish to withdraw from :
<input type="checkbox"/> my MELOMIND® Program
<input type="checkbox"/> my Unlimited License
Ordered on
Order number:.....
Signature (only in the case of notification of this form on paper) :

24. Appendix 2

It is recalled that under the legal guarantee of conformity, the consumer:
- has a period of two years from the date of delivery of the property to take action against the seller.
- may choose between repairing or replacing the good, subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code,

- shall be exempt from furnishing proof of the existence of the lack of conformity of the goods during that period. The legal guarantee of conformity applies independently of the commercial guarantee that may possibly cover your property.

It is recalled that the consumer can decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code and that in this case, he can choose between the cancellation of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

the Purchaser would not have acquired it, or would only have paid a lower price for it, if he had known about them.

Article 1648 paragraph 1 Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.

Updated September 16, 2024

Article L. 217-4 Consumer Code

The seller is obliged to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. He shall also be liable for defects in conformity resulting from packaging, assembly instructions or installation when this has been charged to him by the contract or has been carried out under his responsibility.

Article L. 217-5 Consumer Code

The property is in conformity with the contract: If it is fit for the use ordinarily expected of a similar property and, if applicable :

- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the Purchaser in the form of a sample or model
- if it has the qualities that a Purchaser may legitimately expect in the light of public statements made by the seller, the producer or his representative, particularly in advertising or labelling
- Or if it has the characteristics defined by mutual agreement between the parties or if it is suitable for any special use sought by the Purchaser, brought to the knowledge of the seller and accepted by the latter.

Article L217-12 Consumer Code

Any action resulting from lack of conformity shall be time-barred after two years from the date of delivery of the goods.

Article L. 217-16 of the Consumer Code

Where the Purchaser asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of movable property, to carry out a repair covered by the warranty, any period of immobilization of at least seven days shall be added to the period of the warranty remaining to run. This period shall run from the date of the Purchaser's request for intervention or from the date the goods in question are made available for repair, if this availability is subsequent to the request for intervention.

Article 1641 Civil Code

The seller is bound by the warranty on account of hidden defects of the thing sold which render it unfit for the use for which it is intended, or which diminish this use so much that