

Legal notices

The www.cafeyn.co website (hereinafter the “Website”) and the applications (hereinafter the “Applications”) are publications of LeKiosque.fr.

Kiosque.fr is a simplified joint stock company with capital of €254,755, registered in the Paris Trade and Companies Register under number 493 341 473. EU VAT number: FR80 493341473.

Registered office: 26 rue Laffitte, 75009 Paris

Publications Director and legal representative: Ari Assuied

LeKiosque.fr is a company incorporated under French law and is therefore subject to French law.

Website and Applications host:

- Microsoft Azure, <https://azure.microsoft.com>
- Amazon Web Services, <https://aws.amazon.com>

Contact: support@cafeyn.co or 01.53.76.10.96

You have the right to access your personal data, as well as the right to request the rectification or erasure of your personal data. You also have the right to object to the processing of this data or to limit it. Finally, you have the right to give instructions on the fate of your data in the event of death. You can exercise these rights free of charge at any time by contacting LeKiosque.fr by email at dpo@cafeyn.co.

General Terms and Conditions of Sale and Use of the Cafeyn Service

Effective upon renewal of your subscription and no later than 15 March 2022.

In the meantime, for users who are using old credits, you can always consult the applicable terms and conditions until the end of your old subscription [here](#).

These general terms and conditions of sale and use are intended to define the contractual relationship between our company and any user of the Cafeyn Services as described herein.

Any use of the Services in any way implies the prior and unreserved acceptance of the TSU by the User, in the absence of conditions which derogating from these agreed between Cafeyn and a User and/or a Partner.

Cafeyn reserves the right to amend the TSU at any time and undertakes to inform Users directly by any reasonable means of any substantial changes. In any event, unless otherwise stated, the TSU applicable to each connection shall be those accessible online at the time of connection by the User. These TSU are without prejudice to the legal provisions applicable in this area and in particular those provided for in the French Consumer Code.

Capitalised words have the meaning given to them in the article “Definitions” of the TSU.

Article 1 - Definition

“**Subscription**” means a monthly subscription to a User’s Service that is tacitly renewable.

“**Application**” means the digital application developed by Cafeyn that provides access to the Services on computers, tablets or mobile phones.

“**Library**” means a feature of the Platform that is personal to each User. The Library allows the User to download or save the Content or to find the Content previously viewed.

“**Cafeyn**” means any present or future companies belonging to the “Cafeyn” group and providing the Services, in particular Lekiosque.fr, a simplified joint stock company with capital of €254,755, whose registered office is located at 26 rue Laffitte 75009 Paris, registered with the Paris Trade and Companies Register under no. 493 341 473, represented by Mr Ari Assued.

“**TSU**” means these general terms and conditions of sale and use.

“**Content**” means the present or future digital press content, in any format whatsoever, accessible on the Platform.

“**Partner(s)**” means the legal entity Users who have entered into an agreement with Cafeyn in order to offer Indirect Users all or part of the Service as defined in said agreement between Cafeyn and the Partner and herein;

“**Platform**” means the Site and the Application giving access to the Services.

"**Service(s)**" means the services managed and administered by Cafeyn through the Platform as described herein.

“**Site**” means the website www.cafeyn.co giving access to the Services in a mobile version or on the Internet.

“**User(s)**” means any adult natural or legal person, capable or, failing that, authorised by the legally responsible persons, and having created a personal account on the Platform in order to access the Services under the conditions hereof. There are several categories of Users:

- natural person Users hereinafter referred to as “**Direct User(s)**”;
- Users who have access to the Services through a Partner, hereinafter referred to as “**Indirect Users**”.

Unless otherwise specified or specific to a category of User herein, the TSU apply to all categories of Users.

Article 2 – Description of the Services

Cafeyn provides a service for reading evolving press content such as magazines, newspapers, periodicals, etc. in a digital version, personalised for each User, and accessible via the Platform. The personalised Service is possible thanks to the collection and analysis of data by Cafeyn concerning the User's reading habits in accordance with Article 8 of this document.

Users can access the Content by searching by title or keyword in the search engine of the Platform. Users can also download the Content into their Library in order to access it offline without being able to extract it in any other way.

Promotional offers related exclusively to certain content may be offered to the User with his or her consent. They will appear on the Content visual display and will be strictly limited in time.

Article 3 - Conditions of use of the Service by Direct Users, Indirect Users and Partners

3.1. General

The Cafeyn Service, as well as any Content read by a User, is reserved for strictly personal and non-commercial use. Any use of the Content outside this framework is strictly prohibited, unless expressly authorised by Cafeyn.

Connection and communication costs (internet and mobile internet) linked to the use of the Cafeyn Service are not borne by Cafeyn and remain the responsibility of the User.

3.2 Conditions of use of the Direct User Service

3.2.1. Creation of a Direct User account

To access the Service, the Direct User must:

- Create an account on the Site or Application;
- Provide the identification information requested on the online registration form;
- Tick the words "*I accept the General Terms and Conditions of Use and Sale and the*

Privacy Policy";

- Confirm registration by responding to the email address validation request sent by Cafeyn;
- Make payment by providing bank details or via Pay Pal.

The User may also have access to the Services via the *Google Sign In*, Facebook or *Apple Sign In* - account on a suitable terminal - previously created by the Direct User. In these cases, the registration process is the one chosen by the intermediary in question, without Cafeyn being held liable in any way whatsoever.

3.2.2. Price and means of payment

The prices take into account the VAT applicable on the day of purchase.

Cafeyn reserves the right to change the price of the subscription and undertakes to communicate any change in the price within a reasonable period. The price change will take effect from the next subscription period following the date of the price change. Subject to applicable laws, continued use of the Service after the price change comes into force constitutes acceptance of the new price. If you do not agree to a price change, you may refuse it by unsubscribing from the Subscription before the price change takes effect.

Direct Users may have unlimited access to the Service by adjusting the offer offered to them by the following means:

- If the Direct User has registered via the Platform, payment may be made by:
 - o Bank card

Direct Users pay for their purchases by providing Cafeyn with their bank details and are debited as soon as their User account is validated or as soon as the free trial period ends, if applicable. Payment shall be renewed at the frequency specified in the offer to which it has subscribed.

- o PayPal

Your PayPal account is debited at the time of purchase validation and then at each subscription renewal, according to the system specific to PayPal and for which Cafeyn declines all responsibility.

- In the event that Direct Users register via their Apple account, payment is made via *Itunes In App purchase* using the system specific to Apple and for which Cafeyn declines all liability.

3.2.3. Subscription

Unlimited access to the Service by the Direct User is effective after the purchase of the Subscription at the price offered to the Direct User at the time of the creation of his account and after confirmation by Cafeyn.

3.2.4. Management and termination of the Subscription by the Direct User

Direct Users can change their password at any time by going to their personal space.

The Subscription may be terminated via the Site, or, in the event that the Direct User has

registered via Apple's in-app Purchase, accessible via an appropriate terminal, or has paid via PayPal, the subscription may not be terminated solely via the chosen registration method.

Direct Users may terminate their Subscription at any time subject to giving at least 24 hours' notice prior to the last day of the current month solely on the Website by following the following route: My account > My package > Cancel my subscription. In the event of termination, the Subscription shall end on the last day of its subscription for the current month. Once the Subscription has been terminated, the User will no longer be able to access the Content read during the registration period.

In order to terminate their subscription via Apple's in-app purchase, Direct Users must follow the following path: Settings > Apple IDs > Subscriptions > Cafeyn > Cancel subscription.

3.3. Conditions of use of the Indirect User Service

3.3.1. General

The terms of access to the Indirect User's Service are left to the Partner's discretion. Cafeyn may not be held liable in any way in the event of claims by an Indirect User based on access to the Service through a Partner.

3.3.2. Creation of an Indirect User account

The Partner via whom the Indirect User has access to the Service shall decide on the method for creating the account and connecting the Indirect User, which may include, but shall not be limited to:

- via use of the Platform with an email chosen by the Indirect User or only a specific professional email and/or indication of a validation code; in this case, the same account creation process set out in Article 3.2.1 hereof shall apply to the Indirect User;
- directly, via a website or by any other method that it has chosen, without the Indirect User having to create another account;
- directly via a specific terminal and open an anonymous session freely accessible to the Services.

These choices are at the discretion of the Partner, and Cafeyn may not be held liable in any way as a result.

3.3.3. Price and means of payment

Where the Partner opts for paid access to the Services for the Indirect User, the price and means of payment are determined by the Partner, without Cafeyn's liability being sought in any way as a result.

3.3.4. Subscription

Unlimited access to the Service by the Indirect User is effective after fulfilment of those registration conditions which are required by the Partner as well as acceptance of the TSU.

3.3.5. Management and termination of the Subscription by the Indirect User

Indirect Users who have created an account may change their password at any time by visiting their personal space or by following the instructions required by the Partner if applicable.

The Subscription may be terminated by the Indirect User via the Partner.

The Partner reserves the right to ask Cafeyn to remove access to the Service for specific Users at its sole discretion, without Cafeyn's liability being sought in any way as a result.

3.4. Creation and termination of a Partner account

The creation of a Partner account implies acceptance in any manner by the Partner of the quote or any other form of documentation providing for the partnership conditions sent by Cafeyn in order to have access to the Service under the conditions defined in said document and in this document.

The Partner guarantees acceptance of the TSU by the Indirect User to whom it affords access to the Service.

The Partner terminates the account under the conditions set out in said document.

Article 4 - User rights and obligations

4.1. General obligations of Users

In general, when creating their account, the User undertakes to enter the data that enable their identification under their full responsibility, control and management and undertakes to communicate complete, accurate and up-to-date information and not to impersonate a third party.

The User also undertakes to:

- comply with the stipulations described in the TSU;
- update any changes to its identity;
- not access an account belonging to another User;
- take all necessary measures to protect its identifiers and its own data against any breach;
- refrain from accessing the Platform and the Services in a fraudulent manner;

In particular, without this list being exhaustive, in the event of the provision of false, inaccurate, incomplete or expired information, payment fraud, attempted fraud or any other criminal offence or non-compliance with the TSU regarding the User's compliance with its obligations, in particular financial obligations, Cafeyn may decide to suspend or remove the registration of said User, with immediate effect, without notice or compensation and without prejudice to any damages to which it may claim as compensation for the damage suffered, to all or part of the Platform, and/or its Services and Content.

Where applicable, the User undertakes to compensate Cafeyn for any loss directly or indirectly linked to non-compliance with the TSU.

Any User and/or Partner breaches these TSU through fraud is liable to civil and criminal proceedings to punish infringements of copyright, related rights, the rights of database producers and rights of producers of automated data processing systems.

Cafeyn may take action against Users who fail to comply with these provisions.

4.2. Rights and obligations specific to Indirect Users

Notwithstanding the commitment to comply with the TSU, the Indirect User undertakes to

use the Service under the conditions described by the Partner.

4.3. Rights and obligations specific to Partners

The Partner guarantees that the Indirect User who has access to the Service through it, will comply with the CGVU and the broadcasting conditions as negotiated with Cafeyn.

The Partner undertakes to allow Indirect Users access to the Content in accordance with the terms negotiated with Cafeyn and to comply with these TSU.

Article 5 - Access by purchasing a subscription gift card to the Service

Cafeyn offers the purchase of a gift card to offer subscription to an unlimited package for a fixed period of three, six or twelve months. Activation of the gift card allows the Direct User to access a certain number of Titles available on the Site and the Application, and to enjoy unlimited use of these for the duration provided for by the gift card.

The unlimited package has a fixed price indicated on the Site and the Application. It expires at the end of the free subscription period. Once their package has expired, the User will no longer be able to access the Content read during the life of their package.

Article 6 - Availability of the Cafeyn Service

The Service is accessible at any time by subscribing Users with access to the Internet from their personal account in accordance with the terms and conditions set out here. The Service may be accessed by the same account on 5 terminals simultaneously.

Cafeyn will work to the best of its ability to ensure the availability of the Platform. Cafeyn does not guarantee that the Platform will operate in any operating environment, particularly during updates of operating systems, or that it can be used at any time, without interruption or error, or that all errors can be corrected. Users are responsible for ensuring that they have access to the appropriate technical means for using the Services. The availability of the Platform is subject to a simple obligation of means. In particular, the Application is dependent on the Apple and Android operating systems and some versions may become obsolete as they are updated. These updates are beyond Cafeyn's control.

As the Platform is constantly evolving, it is subject to occasional changes and/or temporary or permanent interruptions without notice, in particular for maintenance reasons. Cafeyn may not under any circumstances be held liable if the Platform is unavailable due to these changes.

In this context, Cafeyn reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Platform, in order to ensure its maintenance, or for any other reason, without the interruption giving rise to any obligation or compensation.

Access to Indirect Users' Content is dependent on the Partner's access arrangements for which Cafeyn cannot be held liable in any way.

Article 7 - Liability

Cafeyn shall make every effort to offer the Cafeyn Service User tools which are available and efficient.

Nevertheless, the Platform is used under the full responsibility of the Users and the Partner.

Cafeyn may not be held liable for the use of the Platform by Users or for damages resulting from the use of the Services. In particular, Cafeyn declines all responsibility:

- in the event of deletion, impossibility of storage, incorrect transmission or inappropriate transmission of the information or data appearing within the Platform or resulting from the Services;
- in the event of damage caused to the User related to the performance or non-performance of the Services, in particular without this list being exhaustive in the event of loss of profit, turnover or opportunity;
- in the event of damage that may result from the downloading or use of the information or data available on the Platform, in particular, without this list being exhaustive, damage caused to computer systems, loss of data, contamination by viruses;
- relating to the speeds of access to the Cafeyn Service, access to the data of the Cafeyn Service, download or even suspension or temporary impossibility of access, in particular when the suspension or impossibility of access to the system is caused by failures of the telecommunications operators or Internet access providers chosen by the User;
- in the event that the Cafeyn Service proves to be incompatible with certain equipment and/or functionalities of the User's or Partner's computer hardware. The User and the Partner must prevent any intrusions or viruses by the usual means (anti-virus, firewall, etc.) that are not the responsibility of Cafeyn;
- in the event of the disappearance or deletion of any Content;
- in the event that the Content infringes the rights of third parties and more generally the legal or regulatory provisions in force;
- any fraudulent exploitation of the Content that may take place without its knowledge or in contravention of these TSU and in particular any illegal downloading of Content;
- in the event of non-compliance with the legislation of a foreign country where the Content is read online.

Unless proven otherwise, the data recorded by the Cafeyn Service constitutes proof of all transactions between Cafeyn and the User.

Article 8 - Intellectual property and license to use the Cafeyn Service

The general structure of the Site and the Application and/or any other element comprising them (in particular the Content, visuals, graphic charter, brands, animations, logos, domain names, texts, photographs, etc.) are the exclusive property of Cafeyn or are subject to prior authorisation for distribution for the benefit of Cafeyn.

Any total or partial reproduction or representation of the Site and/or the Application and/or the elements comprising them by any process whatsoever without the express authorisation of Cafeyn is therefore prohibited and would constitute an infringement punishable under Articles L. 335-2 et seq. of the Intellectual Property Code.

The Content read online or downloaded by the Users is comprised of digital files protected by copyright and, more generally, by intellectual property law. Use by the User - excluding Partners whose specific conditions apply - may only be carried out in a strictly private context and free of charge, unless expressly authorised by Cafeyn.

The User and the Partner shall refrain from:

- copying, modifying, reproducing, or decompiling the Content, or granting any license whatsoever, unless authorised by Cafeyn.
- carrying out extractions by temporary or permanent transfer, or making available to the public all or a substantial part in quantitative or qualitative terms of the Platform

and other databases which can be viewed on the Platform, for commercial purposes, unless authorised by Cafeyn or otherwise;

- repeatedly and systematically extracting or using all or part of the information visible on the Platform, when such operation clearly exceeds normal and private use of the Service;
- exploiting, marketing or distributing any component of the Platform, in particular information visible on the Platform and any other database;
- using software or manual processes to copy the Platform or to record or collect information from the Platform without the express prior written consent of Cafeyn;
- using devices or software to disrupt or attempt to disrupt the proper functioning of the Service;
- using software or manual processes to access Users' accounts without these Users' consent;
- taking actions that would impose a disproportionate burden on Cafeyn's infrastructure.

The rights granted to the User and the Partner to the Content are personal and non-exclusive, for individual use or for the use defined between the Partner and Cafeyn only. These rights of use are non-transferable. Direct or derivative collective use, in whole or in part, of the Content, is prohibited. In this respect, the Content may not be redistributed in the form of press panoramas, collections, clippings, or summaries; nor may it be inserted into an informational decision support or media monitoring service, or documentary research for professionals for their own use or for further distribution. Any use other than those expressly authorised requires the direct, prior written authorisation of Cafeyn.

Any provision to third parties by any means, any distribution or redistribution to third parties in any form whatsoever, whether free or paid, other than those expressly authorised by Cafeyn is strictly prohibited and shall render the User and the Partner subject to legal proceedings.

Article 9 – Personal data protection policy

Cafeyn does not collect any personal data if a web user consults the Platform or browses it without creating a personal account, with the exception of the collection of data via cookies for which the web user can give permission and manage the settings from the Site.

When browsing a User's Platform and in order to provide the Services offered therein, personal data concerning Users are collected and processed by Cafeyn in accordance with Directive (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

For more information on the processing of personal data in this context, you can consult our privacy policy accessible [here](#) and our cookie policy [here](#).

Article 10 - Security

Cafeyn has opted for the SSL (Secure Sockets Layer) security protocol which encrypts information in order to protect all exchanges between the User and Cafeyn, and in particular all data related to personal information and means of payment.

Cafeyn complies with guidelines on secure development and cloud infrastructure wherever possible.

Article 11 - Claims

11.1. Complaints sent to Cafeyn

For any complaint that the User wishes to make, a written request by registered letter with acknowledgement of receipt must be sent to Cafeyn via the contact details indicated in Article 13 hereof.

Cafeyn undertakes to respond within one month of receipt.

11.2. Mediator

In the event of failure to resolve a claim subject to the conditions described in Article 16.1, and in accordance with Article L. 612-1 of the French Consumer Code, we offer Users access to a consumer mediation system with a view to amicable resolution of any dispute.

Referral to the mediator may only take place after the User has made prior written representations to Cafeyn.

The mediation system chosen by Cafeyn is the Association of European Mediators. You can reach them via:

- **Postal address:** AME Conso – 11, place Dauphine – 75001 Paris.
- **Electronically:** <https://www.mediationconso-ame.com/>

Furthermore, in accordance with Article 14 of Regulation (EU) No 524/2013 of 21 May 2013, the Client has access to the European online settlement platform for consumer disputes accessible at the following address:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show & lng=FR>.

Article 12 - Disposals

Cafeyn may assign part or all of these TSU, and may assign or delegate, in whole or in part, any of its rights or obligations under these TSU. The User and/or the Partner may not assign these TSU in whole or in part to a third party.

Article 13 - Applicable law and jurisdiction

The TSU are subject to French law and any differences that have not found an amicable solution will be subject to the competent courts in accordance with the legal and regulatory provisions in force.

Article 14 - Customer Service

For any information or questions concerning the Cafeyn Service, the User may contact Customer Service by sending an email to support@cafeyn.co or call us on 0153761096 or send a letter to the following address:

LEKIOSQUE.FR
Customer Service
26 rue Laffitte
75009 Paris

The User is expressly informed that telephone communications with Customer Service may be recorded in order to improve the quality of our Service.