General conditions of sale

Updated March 1, 2024 at 8:00 a.m.

General

This website, hereinafter, the "Site", is owned and operated by the company "CV UNLIMITED LTD", carrying out a provision of service, registered in England under n° 13957907, headquartered at Suite 5, 39-41 Chase Side, Southgate, London, United Kingdom, N14 5BP, hereinafter referred to as "We" or the "Company".

The Site is hosted by OVH: SAS with capital of €10,174,560

RCS Lille Métropole 424,761 419 00045

APE code 2620Z

N° VAT: FR 22 424 761 419

Head office: 2 rue Kellermann - 59100 Roubaix - France.

President: Michel Paulin

OVH SAS is a subsidiary of company OVH Groupe SA, company registered with the RCS of Lille under the number 537 407 926 located 2, rue Kellermann, 59100 Roubaix.

The General Conditions are concluded between You and the Company. THE General Conditions applicable are those in force on the date of creating a personal account or subscribing to a Subscription (see below) by the Client and/or User.

These General Conditions establish the conditions of access to Services offered on this Website, to which the User adheres when he creates a personal account on it.

The Company reserves the right to update these Conditions General, in accordance with new legislative requirements or jurisprudential and/or new needs or interests commercial, at any time, without notice to the User and/or to the Customer. The latest version of the General Conditions will be always available on the Website so that You can consult at any time.

If you have any questions regarding these General Conditions, you can contact our customer service: contact.

Definitions

- "Subscription": designates the "IQ MINUTE" subscription

- "IQ DATA Certificate": designates the commercial name of the certificate issued by our Company.

- "Customer": designates the User who has subscribed to a Subscription paying and having access to the Free Services and the Paid Services.

- "General Conditions": refers to this contractual document accepted by Users and Customers.

- "Subscription fees": designates the price that the Customer will have to pay at the end of the Initial Trial Period;

- "We" / "Company": refers to the company "CV UNLIMITED LTD" as identified in the "General" section;

- "Initial trial period": refers to the period of 48 hours during which the Customer benefits from a reduced rate and at the end from which he can cancel his Subscription;

- "Services": refers to the Paid Services and/or Services Free offered by the Company and detailed in the "Our Services" of these General Conditions;

- "Free Services": refers to the services offered to Users in return for the creation of a personal account;

- "Paid Services": refers to the services offered to Customers in return for subscribing to a Subscription;

- "Site": refers to the website "www.iq-minute.com" operated by the society ;

- "User": designates the user of the Site who created a personal account and having access only to the Free Services, exclusion of Paid Services;

- "You": designates the User and/or Customer who has accepted the Terms and conditions

- "Test(s)" means a series of questions within a maximum time limit intended to measure the candidate's IQ intelligence quotient in a manner recreational.

- "Visitor" designates an Internet user who is not a User and/or Customer

Our services

This Website offers its Users and Customers the services following, hereinafter referred to as the "Services": The Site primarily provides access to our Online IQ Tests exclusive, intended to measure the intellectual quotient IQ of the candidate. Your use of the Site and your access to the Tests are made available to you free of charge; However, once the Test finished, We can offer You Paid Services additional, such as the rating of the Test, a certificate of success in our Test (IQ DATA Certificate in multi format) and training for our IQ Tests. Test taking and getting your highlight are free.

Furthermore, please note that the Company does not verify, control or in no way modifies the documents created by the User and/or the Client in order to ensure that the data provided is legal, truthful and up-to-date, nor creates User profiles and/or of Customer based on the documents You created.

Account creation and access to our Services

The User and/or Customer certifies being of legal age in accordance with the laws and regulations of your country of birth or residence.

To create a personal account: By clicking on "I accept", the User clearly indicates that he/she has read, understood and accepted to be bound by these General Conditions. The User must necessarily click on "I accept" to be able to finalize the creation of your personal account.

Following your creation of a personal account, the Company in will automatically acknowledge receipt and send you an email confirmation including a link to a PDF version downloadable General Conditions in force on the date of the subscription.

The account will be accessible using the login ID (The User and/or Customer must provide their address electronic, which will trigger the sending of an email containing a link allowing him to connect) chosen by the User and/or Customer at the time of registration. In case of suspicion of use fraudulent use of their identifier, the User and/or Customer must immediately inform the Company. The User and/or Customer is solely responsible for the use of his identifier by third parties, and as such guarantees the Company against any request and/or action based on use, fraudulent or not, of their identifier. To avoid fraudulent use of your identifier, The User and/or Client undertakes to choose their email address a password allowing a high level of security according to the standards and recommendations currently in force (8 characters, with uppercase, lowercase, numbers and special characters), which he refrains from communicating or sharing with third parties.

The Visitor can browse and explore the content offered free of charge through this Website on pages that do not require becoming User, without having the obligation to register or subscribe to a Subscription.

This information will be sent to the email address that You have used to create your personal account.

We also recommend that you check immediately after having proceeded to create your personal account that our email was not redirected to the "Spam" section or "Spam" of your email.

Additionally, if the user wishes to use the services below, he will first have to create a personal account and, then, subscribe to the Subscription offered on our Website. In the case otherwise, the services indicated below will not be accessible to the user:

• Download your IQ DATA Certificate in PDF format.

• The result of your IQ Test ("the Test").

• From training to our IQ Tests.

Consequently, in order to benefit from the services listed above, the User must pay the costs of the Subscription offered "IQ MINUTE ".

For more information about how we process personal data, see our Privacy Policy confidentiality.

Subscription to a Paid Subscription

The price and payment of the Subscription to the Services offered on this Website chosen by the Customer are governed by this section.

The Company reserves the right to update the price of the Subscription indicated below, at all times, to comply with its business objectives, strategy and needs. The new ones prices will take effect immediately upon publication on this Website .

Subscription to a Subscription is made online by card bank only in accordance with the payment instructions appearing on the Site.

The following payment cards are accepted: CB, Visa & MasterCard.

The prices indicated on the Site and in these Conditions General prices are in euros and include tax.

As explained in the previous section, if the User decides to download your IQ certificate, obtain your IQ result and carry out training on our IQ Tests, he/she must: create his personal account on this Website by agreeing to be linked to these General conditions and select the Subscription to the services offered.

The "IQ MINUTE" Subscription includes the price of the Trial Period Initial and Subscription Fees. Subscription Fees will be applied automatically, unless the Customer cancels his subscription during the Initial Trial Period.

The terms of the Initial Trial Period and the "IQ" Subscription MINUTE" are as follows:

Initial 48 hour trial period is priced at €0.50. HAS failure to terminate within 48 hours of receipt of the payment confirmation email by the User, a monthly subscription of 39.9€ (Subscription fees) for duration indeterminate is automatically subscribed.

When paying as well as for each renewal, the mention "IQ-MINUTE LONDON GB" will appear on your bank statement.

Consequently, in order to benefit from the Services listed above, the Customer must pay the costs of the proposed Subscription:

"IQ MINUTE" You have access to: Test, Your strong point, Downloading your "IQ DATA Certificate", Obtaining the result of your IQ, IQ training tests.

If You do not receive the email above, We recommend that You check that our email has not been redirected to the "Junk Mail" or "Spam" of your email indicate in your registration.

In this regard, please note that if You wish to avoid having to pay the Subscription Fees, You must cancel your Subscription before the end of the Initial Trial Period.

Subscription Fees" will be automatically collected by the same payment method used to pay for the Trial Period initial.

Credit cards may be subject to checks and authorizations by the issuing bank. If this entity does not authorize not payment, the Company will not provide the Paid Services and will in no case be held responsible for lack of service Paid Services.

The Customer must keep his payment information up to date as well. long as he wishes to continue to access our Paid Services. Otherwise, We reserve the right to terminate the Subscription chosen by the Customer as well as his private account without prior notice. The Services then immediately cease to be provided to it. accessible. If your card has been blocked, refused or expired, We will not be able to process your payment and, therefore, Therefore, our Paid Services will not be provided. If you experience payment issues, please contact your bank.

Depending on the origin of the Customer's transactions, the payment method used and the origin of the payment method, the transaction may be subject to additional costs linked to commissions exchange. The Company will not be held responsible for possible exchange commissions or additional charges and will not grant compensation or reimbursement of additional costs imposed by your bank or card issuer. Credit cards or Debit are the only payment methods accepted.

Termination of Subscription

Any validation of a subscription to an "IQ MINUTE" Subscription is considered definitively concluded for a period indefinite from the date of validation and until the unsubscription request constituting termination of the contract.

<u>Subscription with Initial Trial Period</u>: the contract is concluded when ordering for the duration of the Period initial test. During this period, the Customer may terminate the order until the end of its Initial Trial Period. In the absence of termination during this period, the contract will continue as a long-term subscription intermined, according to the terms provided in the "Subscription" section to a Paid Subscription »

<u>Subscription of a permanent subscription</u>: the contract is concluded when ordering, for an indefinite period, until termination thereof by the Client or the Company. Without termination, the monthly price of the services will be due each month upon anniversary date of the subscription order.

The Customer can terminate the contract from his account on the Website by clicking on the "My account" section then click on "Delete" in the "offer" box. Termination will be taken into account instantly upon termination of its offer and the Customer will be able to continue to benefit from the Paid Services until the end of the last paid month of their Subscription.

Any Subscription started is due and You will not be able to claim any refund.

In the event thatù the Company could not withdraw the amount due and/or in the event thatù the Customer would not pay on the date due date, an e-mail is sent to the Customer inviting him to update update your bank details within 30 days, failing which whereby the Subscription is automatically terminated.

To terminate your Subscription or, simply, to delete your personal account, You can write to Us by e-mail via the "contact" link at the bottom of the page, giving us the email linked to the personal account to be deleted and/or to the Subscription to cancel.You can also cancel your Subscription on your customer area, by clicking on "My account" and clicking on " Delete" in the "offer" box.

If applicable, Your Subscription will be considered terminated and your bank card will no longer be debited with effect for the future. You will no longer benefit from the Services to which your Subscription provides access.

An email confirming your unsubscription will be sent to you at the email address that You used to create your personal space.

Right of withdrawal

In accordance with article L.221-18 of the Consumer Code, the consumer has a period of fourteen (14) days to exercise his right to withdraw from a contract concluded remotely, without having to justify its decision nor to bear costs other than those planned in articles L. 221-23 to L. 221-25.

The period mentioned in the first paragraph runs from the day of: conclusion of the contract, for service provision contracts and those mentioned in Article L. 221-4 relating to the supply of digital content independently of any material support.

However, and in accordance with articles L221-25 and L. 221-28-1° of the Consumer Code, the Customer acknowledges that in subscribing to the Subscription, he agrees to pay and wishes that the Services begin to be performed upon subscription to the Subscription, before the withdrawal period expires. By Consequently, the Customer expressly acknowledges and accepts that he will not have the right of withdrawal.

At European level:

According to DIRECTIVE 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of October 25, 2011 article 16 m), Exceptions to the right of withdrawal : "Member states do not provide the right of withdrawal set out in Articles 9 to 15 with regard to distance contracts and off-premises contracts with respect to the following: (...) m) the provision of digital content not provided on a material support if the execution has started with prior agreement expressly from the consumer, who has also recognized that he will lose thus his right of withdrawal. »

Given the fact that the Services are provided immediately online and that You waive your right of withdrawal upon your payment, your legal right of withdrawal will no longer apply in accordance with the terms of article L.221-28-1° of the Code of consumption and DIRECTIVE 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of October 25, 201 article 16 m).

Payment security

Payments made on the Site are completely secure. THE details of your payment card communicated during your subscription to a Subscription never pass unencrypted on the network: they are encrypted using the SSL v3 protocol (Secure Socket Layer) 256 bits.

Disclaimer

The Company will not be held responsible for the circumstances following, which are beyond our reasonable control:

• The Company will not be held responsible for updating, the accuracy, veracity or legality of the information included in any document created by the User and/or the Client, or used on the Website and, where applicable, shared with third party.

• The Company will not be held responsible for the quality, the accuracy, reliability, sincerity, integrity or availability of documents created by the User and/or Client.

• Access to this information and/or documents by third parties authorized by the User and/or the Client will be entirely responsibility of the User and/or Customer. in this regard, the Company, its commercial partners and/or its service providers services will not be held responsible in any way.

• Please note that You must be the legitimate holder of the debit/credit card used to make the payment. By Therefore, the Company will not be held responsible if You are not not the holder or legitimate holder of the card, this circumstances beyond our reasonable control. However, the Company will provide, where applicable, the cooperation necessary for Customer and/or police and/or judicial authorities in the detection and/or investigation of fraudulent card-related transactions debit/credit used to make payment for the Services offered.

• Although the Company has implemented protocols for appropriate internal security to cope with the use fraudulent payment methods, it will in no case be responsible for the lack of security measures linked to the possession of the Customer's credit/debit card and keys security and/or passwords, these circumstances beyond our control reasonable control. We will not assume responsibility for any fraudulent use but will do our best to prevent such situation

THE SITE AND THE TESTS ARE AVAILABLE ONLY FOR PURPOSES OF ENTERTAINMENT WITHOUT EXEMPTION FROM THE ABOVE.

It is specified that:

• the Site cannot and does not contain advice and/or professional or definitively precise opinions on the products/services. The Test is not a professional tool for diagnosis, analysis or consultation.

• The Services are provided for entertainment purposes and for education only and are not a substitute for professional advice. professional.

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• The Services are provided for entertainment purposes and for education only and are not a substitute for professional advice. professional.

• Test results and our certificates are provided " as is" without any warranty, express or implied, of any nature

• Any certificate issued by Us certifies only the completion of the applicable Test and does not constitute certification generally accepted, standardized or professional and attests to any characterization or qualification of the examined.

Therefore, before making any decisions based on of your scores, we encourage you to consult professionals appropriate. We do not provide professional advice relating to to tests or test results. The User is alone responsible for the use he makes of information from our Services, as well as the consequences of this use. Likewise, please note that the Company will not be held responsible if :

• You provide Us with the personal data of third parties without their explicit consent, in particular when You create a "IQ DATA certificate" in the name of a third party.

• You provide Us with the personal data of a minor and that You are not their parent and/or legal guardian and/or that You have not obtained permission from their parents or legal guardians to provide us with the minor's personal data.

You are a minor and You have indicated and/or provided your data personal to our Company or have communicated them to a third party without having obtained the explicit written consent of your parents or legal guardians.

The User and/or Customer will be held responsible by the Company and/or corresponding third parties for any damage caused by a breach of its obligations and/or commitments established in the these General Conditions.

The Company providing a service without providing goods, the legal guarantees of conformity and hidden defects do not do not apply.

Protection of your personal data

As part of the use of the Site and the Services, the Company may collect and use personal data About you. The conditions for processing your data are described in our Privacy Policy. https://www.iq-minute.com/privacy

Applicable law and competent jurisdiction

These General Conditions are governed and construed in accordance with French legislation in force.

In the event of controversy or litigation between the Client or the User and the Company resulting from these General Conditions, both parties agree to submit their resolution to the courts and competent courts of the Customer's place of residence or the user.

Miscellaneous

The nullity, total or partial, of any provision of these General Conditions will in no way affect the validity of others provisions.

The non-exercise by the Company or the User and/or Client of any right granted or derived from these General Conditions must in no way case be interpreted as a waiver of this right, unless express and written exemption from our Company or prescription legal action which corresponds in all cases according to the application of the legislation in force.

After-sales service

You can contact our customer service: contact.

Please note that we carefully treat each individual question/email, in order to respond to you as soon as possible promptly and, in any case, within the time limits provided for by law and applicable regulations.