

CLEEVÉE

Société à Responsabilité Limitée with a capital of 1.000 Euros
9 rue des Colonnes – 75002 Paris
983 573 031 R.C.S. Paris

General Terms and Conditions of Sale

Only the French version of these General Terms and Conditions of Sale is legally binding. In case of any discrepancies or differences in interpretation between the French version and a translation, the French version shall prevail.

To access the French version of this document, [click here](#).

ARTICLE 1 – Scope

These General Terms and Conditions of Sale apply to Primfeed Pro, the paid subscription to Primfeed, a social network dedicated to [Second Life™](#). They govern all related services (the “Services” or a “Service”) offered by CLEEVÉE (the ‘Service Provider’ or ‘Provider’) to professional and non-professional Customers (the “Customer”).

The main features of the Services are presented on www.primfeed.com (hereinafter referred to as the “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 terms and conditions apply to the exclusion of all other terms and conditions, in particular those applicable to other sales channels for Services or on the Internet.

They may be supplemented by special conditions, set out on the Website, prior to any transaction with the Customer.

These General Terms and Conditions of Sale are accessible at all times on the Internet Site and shall prevail, where applicable, over any other version or any contradictory document.

In accordance with the French Data Protection Act of January 6, 1978, reinforced and supplemented by the RGPD (General Data Protection Regulation) which came into force on May 25, 2018, the Customer has the right to access, rectify, object to, delete and port all personal data at any time by writing by post and providing proof of identity to: **9 rue des Colonnes, 75002 Paris.**

The Customer declares that he/she has read and accepted these General Terms and Conditions of Sale by checking the appropriate box before proceeding with the online ordering procedure.

Validation of the order for Services by the Customer implies unreserved acceptance of these General Terms and Conditions of Sale.

The Customer acknowledges having the capacity required to contract and acquire the Services offered on the Website.

These General Terms and Conditions of Sale may be modified from time to time. The version applicable to the Customer's purchase is the one in force on the Website at the time the order is placed.

The Services are offered for sale internationally. However, the Service Provider reserves the right to restrict or exclude access to its Services for certain countries or territories, in particular in the event of regulatory incompatibility, technical constraints, or increased security, compliance or collection risks. It is the Customer's responsibility to verify the legality and compatibility of the Services in his/her country of residence or use.

ARTICLE 2 – Orders

The Customer selects the Services he/she wishes to order, according to the following terms and conditions:

The Customer must first have an active account on [Second Life™](#). This prerequisite is essential for the use of the Services, which are exclusively linked to the environment of this platform. Failing this, no subscription will be validated.

Subscription to the Services is exclusively online, via the Provider's website.

The Customer selects the single service available, which can be purchased via a paying subscription for a period of one (1) month, six (6) months or one (1) year.

This subscription is tacitly renewed for successive periods of the same duration initially chosen, unless terminated by either party.

The subscription is non-binding: it can be cancelled at any time via a dedicated subscription page on the Services interface.

Any monthly period commenced remains payable in full, even in the event of early termination.

For consumer customers, in accordance with article L215-1 of the French Consumer Code, the Customer will be informed by e-mail of the possibility of not renewing the contract, at the earliest three (3) months and at the latest one (1) month before the annual renewal deadline.

The Customer acknowledges having been fully informed of the tacit renewal of the subscription at the time of subscription, and expressly accepts it.

Contractual information is presented in English and is confirmed at the latest when the Customer validates the order.

The registration of an order on the Service Provider's website is completed when the Customer accepts the present General Terms and Conditions of Sale by ticking the appropriate box and validates the order.

The customer may check the details of his order, its total price and correct any errors before confirming his acceptance. Confirmation implies acceptance of these General Terms and Conditions of Sale in their entirety, and constitutes proof of the sales contract.

It is the customer's responsibility to check the accuracy of the order and to immediately report any errors.

Payment is due in full at the time of ordering and is made securely via the Stripe platform or any other equivalent payment solution. The Service Provider does not collect or store any banking or personal data relating to payment.

All the information required for the transaction (e-mail address, payment details, etc.) is managed directly by Stripe, which is solely responsible for processing this data. Once payment has been made, Stripe will send a confirmation e-mail directly to the customer, together with the invoice for the chosen subscription.

The sale of the Services will only be considered final once the Service Provider has sent the Customer confirmation of acceptance of the order, and once the Service Provider has collected the full price if necessary.

Any order placed on the Web Site 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.

Once confirmed and accepted by the Service Provider, under the conditions described above, the order cannot be cancelled, except in the event of the exercise of the right of withdrawal or in the event of force majeure. However, the order may be modified.

2.1 - Subscription modification

Any order placed in the form of a subscription may be subject to a modification request by the Customer, in particular to opt for a longer or shorter subscription period according to the proposals available on the Service Provider's Website.

2.2 - Order cancellation and refund

Once confirmed and accepted by the Provider, under the conditions described above, the order may be cancelled and reimbursed under certain conditions, excluding the exercise of the right of retraction or force majeure.

In the event of cancellation subsequent to confirmation of payment, the Customer may only obtain a refund if he/she can demonstrate that he/she has not made any use of the Services. Any use of the Services, in particular access to functionalities reserved for paying accounts, shall preclude any refund.

Subject to verification of compliance with this condition, reimbursement will be made within a maximum of thirty (30) days from receipt of the complete and compliant cancellation request.

In the event of use, even partial, of the Services, no refund can be required.

ARTICLE 3 – Pricing

The Services offered by the Provider are provided at the prices in force on the Website at the time the order is placed by the Service Provider. Depending on the currency chosen, prices are expressed in euros (EUR), Canadian dollars (CAD), US dollars (USD) or pounds sterling (GBP), inclusive of tax.

Prices take into account any discounts granted by the Service Provider under the conditions specified on the Website.

These rates are firm and non-revisable during their period of validity, as indicated on the Web Site, the Service Provider reserving the right, outside this period of validity, to modify prices at any time.

The payment requested from the Customer corresponds to the total amount of the purchase.

ARTICLE 4 – Terms of payment

The price is payable in cash, in full, on the day the order is placed by the Customer, in accordance with the terms specified in the “Orders” article above, by secure payment.

The Customer shall not be charged any additional fees in excess of the costs incurred by the Service Provider for the use of a payment method.

The following secure payment methods are available:

- Credit card (Visa, MasterCard, American Express, etc.);
- Apple Pay.

And any other means of payment offered from time to time via the Stripe payment platform.

ARTICLE 5 – Providing Services

The Services offered by the Provider take the form of an online platform dedicated to the Second Life™ platform, operating according to the community model comparable to that of a social network. This platform enables users to share, consult and interact around content related to Second Life™.

Access to basic functionalities is subject to possession of an account on the Second Life™ platform, in accordance with Article 2.

By taking out a paid subscription, the Customer benefits from additional functionalities, including in particular:

- The ability to upload media (videos, photos) in higher quality, with higher resolution compared to the free version;
- Early publication scheduling;
- Access to customized services as the platform evolves;
- The full list of features is available at [this address](#).

The provision of Services is effective from confirmation of payment of the subscription, and for the duration chosen at the time of subscription (1 month, 6 months or 1 year).

The Service Provider undertakes to ensure uninterrupted access to the platform, unless interrupted for maintenance, updating or in the event of force majeure.

The Service Provider endeavors to ensure continuous access to the platform, subject to technical contingencies or computer attacks.

The quality of video broadcasting also depends on the Customer's technical conditions (connection, equipment, etc.), over which the Service Provider has no control or responsibility.

In the absence of reservations or complaints expressly made by the Customer at the time of provision of the Services, the latter shall be deemed to be in conformity with the order, in terms of quantity and quality.

In the event of non-payment, unpaid invoices, improper contestation of payment (Stripe dispute), or fraudulent or inappropriate behavior on the platform, the Service Provider reserves the right to immediately suspend access to the Services or terminate the subscription, without notice or compensation.

ARTICLE 6 – Right of cancellation

In accordance with the provisions of article L221-28 of the French Consumer Code, the right of withdrawal may not be exercised for contracts:

- for the supply of digital content not provided on a physical medium,
- for which performance has begun after the consumer's express prior agreement,
- and the consumer's express waiver of the right of withdrawal.

By validating his order and accessing the Services, the Customer expressly agrees to the immediate commencement of the Services, and acknowledges that he thereby loses his right of withdrawal.

This provision also applies to business customers, for whom no right of withdrawal is provided by applicable legislation.

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

ARTICLE 7 – Service provider's liability - Warranty

7.1 - Specific conditions for business customers

The Service Provider's liability shall be limited to proven fault or negligence and shall be limited to direct loss to the exclusion of any indirect loss of any nature whatsoever.

The Service Provider will rectify or cause to be rectified, at its sole expense and in the manner agreed by the Customer, any Services deemed defective.

In any event, should the Service Provider be held liable, the Service Provider's warranty shall be limited to the amount paid by the Customer for the provision of the Services, exclusive of VAT.

7.2 - Conditions specific to the Consumer

The Service Provider guarantees, 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 fault in the Services ordered under the terms and conditions defined in these General Terms and Conditions of Sale.

In order to assert its rights, the Customer must inform the Service Provider in writing of the existence of the defects or lack of conformity within a maximum period of 5 days from the provision of the Services.

The Service Provider will refund or rectify or have rectified (as far as possible) the Services found to be defective as soon as possible and at the latest within 30 days following the Service Provider's discovery of the defect or fault.

Reimbursement will be made by crediting the payment method used by the Customer to pay for the Services.

The Service Provider's warranty is limited to the reimbursement of the Services actually paid for by the Customer, and the Service Provider may not be held liable or in default for any delay or non-performance resulting from the occurrence of an event of force majeure as usually recognized by French case law.

The Services 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 protection

Pursuant to Law 78-17 of January 6, 1978, amended by Law no. 2018-493 of June 20, 2018, it is reminded that the personal data requested from the Customer is necessary for the processing of his/her order and the preparation of invoices, in particular.

This data may be communicated to any partners of the Service Provider responsible for the execution, processing, management and payment of orders.

The processing of information communicated via the Website complies with legal requirements for the protection of personal data, and the information system used ensures optimum protection of such data.

In accordance with current national and European regulations, customers have the right to permanent access, modification, rectification, opposition, portability and limitation of the processing of information concerning them.

ARTICLE 9 – Copyright

The content of the Website is the property of the Service Provider 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 – Anticipation

In the event of a change in circumstances unforeseeable at the time of conclusion of the contract, in accordance with the provisions of article 1195 of the French Civil Code, the Party which has not agreed to assume the risk of excessively onerous performance may request renegotiation of the contract from its co-contractor.

ARTICLE 11 – Enforcement in kind

Notwithstanding the provisions of article 1221 of the French Civil Code, the Parties agree that in the event of either Party failing to meet its obligations, the defaulting Party may not seek enforcement.

As an express exception to the provisions of article 1222 of the French Civil Code, in the event of either Party failing to perform its obligations, the defaulting Party may not itself have the obligation performed by a third party, at the defaulting Party's expense. The creditor of the obligation may, however, request in court that the defaulting Party advance the sums necessary for such performance.

In the event of non-performance of any of the obligations incumbent on the other Party, the defaulting Party may request that the contract be rescinded in accordance with the procedures defined in the "Disputes" article.

ARTICLE 12 – Non-performance exception

Pursuant to article 1219 of the French Civil Code, each Party may refuse to perform its obligation, even though it is due, if the other Party fails to perform its own obligation and if such non-performance is sufficiently serious, i.e. likely to jeopardize the continuation of the contract or fundamentally upset its economic equilibrium.

The suspension of performance will take effect immediately, on receipt by the defaulting Party of the notification of default sent to it to this effect by the Party suffering the default, indicating the intention to apply the exception of non-performance for as long as the defaulting Party has not remedied the default noted, served by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of dispatch.

This exception may also be used as a preventive measure, in accordance with the provisions of article 1220 of the French Civil Code, if it is clear that one of the Parties will not perform its obligations on the due date, and that the consequences of such non-performance are sufficiently serious for the Party suffering from the default.

This option is used at the risk and peril of the Party taking the initiative.

The suspension of performance will take effect immediately upon receipt by the Party presumed to be in default of the notification of the intention to apply the preventive non-performance exception until such time as the Party presumed to be in default performs the obligation in respect of which a future breach is manifest, served by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of dispatch.

ARTICLE 13 – Force majeure

The Parties shall not be held liable if the non-performance or delay in performance of any of their obligations as described herein is due to force majeure, as defined in article 1218 of the French Civil Code.

ARTICLE 14 – Applicable law - Language

These General Terms and Conditions of Sale and the transactions arising therefrom between the Service Provider and the Customer are governed by and subject to French law.

These General Terms and Conditions of Sale are drawn up in the English language. 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 15 – Disputes

15.1 - Specific conditions for business customers

All disputes arising out of or in connection with the provision of Services pursuant to these General Terms and Conditions of Sale, concerning the validity, interpretation, performance, resolution, consequences and consequences thereof, which cannot be resolved amicably between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of ordinary law.

15.2 - Specific conditions for non-business customers

In accordance with article L.612-1 of the French Consumer Code, the consumer, subject to article L.612-2 of the French Consumer Code, has the right to submit a request for amicable resolution by mediation, within a period of less than one year from the date of his or her written complaint to the professional.

CLEEVEE has designated **NotreAccord Consommation** as a consumer mediation body. To contact the mediator, the consumer must make their request :

- Either by post to: **Centre de médiation NotreAccord, 38 rue d'Aviau - 33000 Bordeaux, France.**
- Or via their website: <https://mediation-consommation.notreaccord.com>

ARTICLE 16 – Pre-contractual information - Customer acceptance

The Customer acknowledges having been informed, prior to the immediate purchase or the placing of his order and the conclusion of the contract, in a clear and comprehensible manner, of the present General Terms and Conditions of Sale and of all the information listed in article L.221-5 of the French Consumer Code and in particular the following information:

- the essential characteristics of the Services;
- the price of the Services and ancillary costs (delivery, for example);
- in the absence of immediate execution of the contract, the date or deadline by which the Service Provider undertakes to provide the Services ordered;
- information concerning the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information on legal and contractual warranties and their implementation;
- the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of recourse to conventional mediation in the event of a dispute.

The fact that a natural person (or legal entity) makes an immediate purchase or orders a Service implies full acceptance of these General Terms and Conditions of Sale and the obligation to pay for the Services ordered, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.

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