

# Terms (Terms of Sales)

## 1 Introduction

Welcome to OTO !

OTO is a mobile application operated by OTONOMY SAS, with headquarters at 163, Quai du docteur Desvaux, 92600 ASNIERES-SUR-SEINE, FRANCE, under the domain name [www.oto-app.com](http://www.oto-app.com) which you can use to download the OTO app through the Google, Apple and Windows stores. OTO is available on mobile app and tablet.

With your registration on OTO, you (the "User") agree to these terms and conditions Terms and Conditions ("GENERAL CONDITIONS") In France. Proceeding to registration, you enter into a valid contract with OTONOMY SAS. Please read these GENERAL CONDITIONS constituting the legal framework applying to the use of OTO. OTO offers its content and free features told FREEMIUM during the first month use. The services offered for an annual PREMIUM subscription payment are clearly detailed and indicated on [www.oto-app.com](http://www.oto-app.com). The content is professionally product and without advertising. Fees are not billed without explicit warning of the user. Limited use, a trial period of 1 month, a registration will not be billed to the User. OTO is only for individuals or consumers final, only they can register.

## 2 Scope, Definitions

The TERMS apply to all non-commercial users of OTO. Any deviating or additional provisions agreed at the conclusion of the contract apply only if they are agreed between the parties and written in writing. The TERMS AND CONDITIONS apply to services provided by OTO for a fee.

## 3 Registration and conclusion of the Contract

3.1 Each User may register once. The User must provide information complete and honest in the sections provided on the registration form; These information will never be published. They remain confidential, available and can be modified at any time by the user.

3.2 The contract between the User and OTONOMY SAS concerning the use of OTO is concluded when the User completes and sends the registration form by clicking on the button respective order. The User will also be required to accept the CONDITIONS GENERAL.

3.3 After registration, OTONOMY SAS will send the User an automatic confirmation by email. The e-mail contains a hyperlink through which the User can check if the e-mail address declared is correct. The User agrees to provide this verification. Before the verification, OTONOMY SAS may limit or prevent access to OTO at any time.

3.4 The prices mentioned on OTO include the valid legal tax on the turnover.

#### **4 Free use of OTO basic functions (Basic FREEMIUM subscription contract and PREMIUM)**

4.1 The registration application and the registration are free for the User. Use at the test indicated on OTO is free in FREEMIUM access.

4.2 The contract for the use of OTO functions is concluded for a minimum duration of one year in PREMIUM subscription (12 months) prepaid. At the end of this period, the user can renew his contract by making a new payment for a new subscription period. The user may terminate the contract at any time.

#### **5 Types of billing, cancellation, renewal**

5.1 The PREMIUM subscription contract is available according to the current offers as subscriptions and single purchase of the sorter portfolio. Billing type, prices and duration are defined in each offer and summarized before the end of the ordering process. The contract ordering PREMIUM products becomes binding by clicking on the "validate" button.

5.2 The PREMIUM subscription contract is concluded for the duration specified in the order individual. The remuneration or the amount invoiced for the duration of the subscription is payable to the conclusion of the contract. After each subscription period, the contract is renewed automatically according to the agreed duration (eg 12, 24 or 36 months), unless the User cancel the service before the end of the term. The total amount invoiced for each duration of Renewal will be billed on the first day of renewal.

5.3 The PREMIUM subscription contract with single purchase of the sorter portfolio can be specified limited or unlimited. As long as it is indicated as being limited, it has a given duration and ceases without cancellation requirement.

5.4 To the extent that it was concluded through the site [www.oto-app.com](http://www.oto-app.com), the contract PREMIUM subscription with a subscription period can be terminated by the User by email sent to [otoappli@gmail.com](mailto:otoappli@gmail.com).

5.5 Right of termination with good cause (not suitable for the user, loss of the tool supporting the tool with proof) remains intact.

5.6 OTONOMY SAS has the right to cancel the PREMIUM Subscription Agreement at any time without give reasons, the termination taking effect at the end of the respective term. Basic functions can be terminated at any time.

#### **6 "Money Back Guarantee" Contracts PREMIUM subscription**

6.1 The User has the right to terminate a PREMIUM Subscription Agreement at any time with immediate effect. If the User terminates a PREMIUM subscription contract in the first 20 days after the conclusion of the contract, without going through the FREEMIUM contract the user fees paid will be fully refunded. This does not apply to renewals of PREMIUM services.

6.2 The "Money Back Guarantee" applies in addition to the mandatory cancellation right in accordance with Section 9.

## **7 Payment Methods**

7.1 Premium service fees are payable in advance.

7.2 The user may make a payment by one of the specified payment methods such as credit card or SEPA Direct Debit etc.

7.3 Billing occurs digitally, there will be no billing on paper. The invoices will be accessible on the website and be viewed at any time.

## **8 Right of withdrawal for the individual and consumer**

The individual or the consumer is any natural person who concludes an act for purposes that can not be attributed in a preponderant manner to its activity commercial activity or his independent professional activity. The right of withdrawal hereinafter belongs only to consumers.

Information on the withdrawal Right to retract

You have the right to withdraw from this contract without giving any reason within fourteen days. The withdrawal period expires fourteen days after the day of the conclusion of the contract. To exercise the right of withdrawal, you must notify us at OTONOMY SAS 163, Quai du Docteur Desvaux, 92600 ASNIERES-SUR-SEINE, FRANCE or by e-mail: [otonomy.apps@gmail.com](mailto:otonomy.apps@gmail.com) your decision to withdraw from this unambiguous declaration (for example, a letter sent by the post, fax or e-mail). In order for the withdrawal period to be respected, it is sufficient that you transmit your communication relating to the exercise of the right of retraction before Expiry of the withdrawal period. Effects of the retraction In case of withdrawal from this contract, we will refund all payments received from you, including delivery charges (except for additional charges arising from the fact that you have chosen, where appropriate, a delivery method other than less expensive standard delivery offered by us) without undue delay and, in any cause, no later than fourteen days from the day we are informed of your decision of withdrawal of this contract, as soon as all products are returned, at your expense. We refund using the same method of payment as you used for the initial transaction, unless you expressly agree different ; in any case, this refund will not cause any costs for you.

## **9 Content and accessibility of the language portal and responsibility**

9.1 OTONOMY SAS strives to ensure the smooth operation of the language portal at all moment. However, OTONOMY SAS does not guarantee uninterrupted access.

9.2 For the provision of its service, OTONOMY SAS uses the technologies currently and generally used in the field.

9.3 Claims for compensation from the User are excluded unless otherwise provided opposite stated below. Exclusion does not extend to claims for damages claimed by

the User arising from the death or personal injury or health or breach of essential contractual obligations (capital bonds) as well as the liability for other injury or damage caused by premeditated contractual breach or gross negligence on the part of OTONOMY SAS, its legal representatives or agents by proxy. The essential contractual obligations are those which must be satisfied to achieve the purpose of the contract. A "cardinal obligation" or "obligations contractual obligations" are obligations the performance of which enables the contract to be duly executed first and the contracting party usually relies on it and can rely on it.

## **10 Copyright, Trademark Rights, Rights of Ownership and Use Rights of Services**

### **Names**

Unless the content is expressly called creative commons, all text, images and other works created by OTONOMY SAS and distributed are protected by copyright and any use requires the prior consent of OTONOMY SAS.

## **11 Final provisions**

11.1 Contracts between OTONOMY SAS and the User will be subject to the laws of the Republic French. The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

11.2 The Parties agree to the exclusive jurisdiction of the courts at OTONOMY's registered office of France SAS if the User does not have a residence in France.

11.3 If individual aspects of these TERMS AND CONDITIONS are legally invalid, the remaining parts will not be affected and will remain binding.

11.4 OTONOMY SAS reserves the right to modify these GENERAL CONDITIONS to at any time and without indicating the reason for the change, as long as these changes are based on changes in the services provided by OTONOMY SAS, changes OTO or when making legal changes or changes due to technical requirements.

This includes the provision of new services by OTONOMY SAS. GENERAL CONDITIONS Modifications will be sent to the User in advance by e-mail. If the User does not dispute the TERMS AND CONDITIONS changed within six weeks, they will be deemed accepted. If the User disputes them, OTONOMY SAS may close the User account and get a refund for the rest of the respective term. OTONOMY SAS will state separately these legal consequences in the e-mail with the GENERAL CONDITIONS changed.

## **12 Dispositions supplémentaires applicables aux résidents de France**

12.1 The rights granted to OTONOMY SAS by the User and the previous guarantees and Authorizations will not expire upon termination of the User relationship.

12.2 If individual aspects of these GENERAL CONDITIONS are legally invalid, the remaining parties will not be affected and will remain binding.

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FRANCE*