

# General Terms and Conditions of Sale

dated 15/08/2024

## Preamble

These general terms and conditions of sale are concluded between:

The individual company: *The Baby Planner Company Morgane Him*

- located at 34 rue Louis XIV, 1948 Luxembourg, Grand Duchy of Luxembourg,
- website address: [www.thebabyplannercompany.com](http://www.thebabyplannercompany.com)
- email address: [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com)
- phone: 00352621522937

hereinafter referred to as the "Seller"

and any person wishing to purchase a good or service offered for sale by the Seller, hereinafter called the "Buyer" or the "Client."

The Seller and the Buyer are collectively referred to as the "Parties."

These general terms and conditions of sale apply to all sales concluded on the website *The Baby Planner Company* as well as all sales concluded between the Seller and the Buyer.

The Seller's website markets the following products: *ebook*.

The Seller also provides services for expecting and new parents related to organizing the arrival of their baby(ies).

The Client declares to have read and accepted the general terms and conditions of sale prior to placing their order. Validation of the order and/or signing the quotation is therefore considered as acceptance of the general terms and conditions of sale.

## Article 1 - Principles

These general terms and conditions of sale express the entirety of the Parties' obligations. They constitute the sole foundation of the commercial relationship between the Parties, and in this sense, the Buyer is deemed to accept them without reservation.

These general terms and conditions of sale prevail over any other document and in particular over all general purchasing conditions. They apply without restriction or reservation to all goods and services rendered by the Seller to Buyers.

The Seller and the Buyer agree that these general terms and conditions exclusively govern their relationship. The Seller reserves the right to occasionally modify its general conditions. They will apply as soon as they are posted online.

If a sales condition is lacking, it would be considered governed by the practices in force in the sector whose companies are headquartered in the Grand Duchy of Luxembourg.

These general terms and conditions of sale are communicated to any Buyer upon request to enable them to place an order.

These general terms and conditions of sale are applicable until August 15, 2026.

## Article 2 - Content

These general terms and conditions are intended to define the rights and obligations of the Parties in the context of online or direct sales of goods and services offered by the Seller to the Buyer.

## Article 3 - The Order

### 3.1. Online Order

The Buyer places their order online from the online catalog and through the form that appears on the site. For the order to be validated, the Buyer must accept these general conditions by clicking where indicated on the site. Payment is made by bank transfer. Any order implies acceptance of the prices and descriptions of the products available for sale. In certain cases, particularly non-payment, incorrect email address, or other problems on the Buyer's account, the Seller reserves the right to block the Buyer's order until the problem is resolved. Cancellation of an ebook order is not possible as the document is automatically sent as soon as the Buyer proceeds with the payment. For any questions related to order tracking, the Buyer can:

- call the following number: 00352621522937 (cost of a local call) on the following days and hours: Monday to Friday from 9 a.m. to 5 p.m.
- send an email to the following address: [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com)

### 3.2. Order by Quotation Signature

These general terms and conditions of sale are communicated when sending the quotation requested by the Client as part of a service order. Any signature of a quotation then constitutes acceptance of these general terms and conditions of sale.

## Article 4 - Electronic Signature

The online provision of the Buyer's bank details and the final validation of the order will be considered as proof of the Buyer's agreement. This will allow the Seller to obtain the sums due under the purchase order and will be considered as a signature and express acceptance of all operations carried out.

In case of fraudulent use of the bank details, the Buyer is invited, as soon as this use is noticed, to contact the Seller by calling the following number: 00352621522937 or by sending an email to the following address: [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com).

The signature of quotations is also done electronically, and by signing, the Client agrees to accept the payment terms mentioned in the quotation. The signature of the quotation serves as proof of acceptance of the order for any service.

## Article 5 - Proof of the Transaction

The computerized registers kept in the Seller's computer systems under reasonable security conditions will be considered proof of communications, orders, and payments made between the Parties. The archiving of invoices is carried out on a reliable and durable medium that can be produced as evidence.

## Article 6 - Product Information

The products and services governed by these general terms and conditions are those that:

- appear on the Seller's website and are indicated as sold online by the Seller.
- appear on the Seller's website and are indicated as offered for sale based on a signed quotation by the Buyer.

The products and services are described and presented with the greatest possible accuracy. However, if errors or omissions have occurred in this presentation, the Seller's responsibility cannot be engaged.

## Article 7 - Price

### Calculation

The seller reserves the right to modify its prices at any time but agrees to apply the rates in effect indicated at the time of the order. Prices are indicated in euros. Prices take into account the VAT applicable on the day of the order, and any change in the applicable VAT rate will automatically be reflected in the price of products and services.

#### 7.1. Online Payments

Payment of the total price must be made when ordering. At no time can the sums paid be considered as deposits or down payments.

If one or more taxes or contributions, including environmental ones, are created or modified upwards or downwards, this change may be reflected in the sale price of the products.

#### 7.2. Payments Based on Quotations

Payment of the total price must be made after acceptance of the quotation.

The total payment for the service ordered must be paid before the service is provided. In some cases, for long-term services and at the seller's discretion, the payment can be divided into three installments as follows:

- The first installment must be made before the service starts on the date specified in the quotation.
- The second installment must be made on the date specified in the quotation.
- The third installment must be made before the end of the service and on the date specified in the quotation.

All payment terms will be mentioned in the quotation, and signing the quotation constitutes acceptance of the payment deadlines.

If one or more taxes or contributions, including environmental ones, are created or modified upwards or downwards, this change may be reflected in the sale price of the products.

### Price Reduction

The Buyer may benefit from discounts and rebates where applicable under the special conditions specified at the time of the order.

## Article 8 - Payment Methods

### Settlement

#### 8.1. Online Payment

This is an order with an obligation to pay, which means that placing the order involves payment by the buyer. Payment for the order is made solely by debit from the Buyer's bank account. The Buyer must enter their bank

details in the designated area. The seller reserves the right to suspend any transaction in case of non-payment. The order will then only be validated after receipt and by the seller of the total amount due.

The price is payable in full and in one installment at the time of online purchase.

## **8.2. Payment Based on Quotations**

Payment for services ordered based on the signing of a quotation is made by bank transfer to the Seller's account. The Seller reserves the right to suspend any transaction in case of non-payment. The order will then only be validated after receipt and by the seller of the total amount due or, where applicable, the required first installment.

## **Article 9 - Delivery Terms**

Delivery is made only after confirmation of payment by the seller's bank and will be via email of the purchased ebook(s) immediately upon receipt of payment. In case of non-receipt of the order by email, the Buyer is invited to check their spam folder and, if necessary, contact the seller at the following email address:

[morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com).

Any delay exceeding 2 working days may result in the cancellation of the sale.

In case of non-compliance with the payment conditions mentioned above, the Seller may suspend or cancel the sale.

## **Article 10 - Right of Withdrawal**

### **10.1. E-book**

Once the download links are sent, orders for digital files are deemed firm and final and cannot be exchanged or refunded. The Buyer acknowledges that the 14-day withdrawal period cannot apply once the order has been fulfilled by sending download links that constitute a definitive delivery of the product.

### **10.2. Services**

Service reservations based on the signing of a quotation are eligible for the 14-day withdrawal period in accordance with Luxembourg consumer law, provided the service has not yet started. The client undertakes to notify their right of withdrawal by registered mail with acknowledgment of receipt to the following address:

*The Baby Planner Company* Att: Morgane Him  
34 rue Louis XIV  
1948 Luxembourg  
Grand Duchy of Luxembourg

## **Article 11 - Disclaimer**

The Seller provides recommendations on baby care products based on industry research, client needs, and available information at the time of consultation. These recommendations are offered as suggestions only, and the final decision on the purchase or use of any baby care product rests solely with the client. The Seller shall not be held liable for any damages, injuries, or losses resulting from the use or misuse of recommended baby care products.

## **Article 12 - Force Majeure**

All circumstances beyond the control of the Parties preventing the normal execution of their obligations are considered grounds for exemption from the obligations of the Parties and result in their suspension. The Party invoking the circumstances referred to above must immediately notify the other Party of their occurrence as well as their disappearance.

The following are expressly considered force majeure or fortuitous events, in addition to those usually recognized by the jurisprudence of the Luxembourg courts: blocking of means of transport, earthquake, fires, storms, floods, lightning, shutdown of telecommunications networks, or difficulties specific to telecommunications networks external to the Customers.

The Parties will approach each other to examine the impact of the event and agree on the conditions under which the execution of the contract will be continued.

### Article 13 - Partial Invalidity

If one or more clauses of these general terms and conditions are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision of a competent court, the other clauses shall retain their full force and scope.

### Article 14 - Non-Waiver

The fact that one of the Parties does not invoke a breach by the other Party of any of the obligations referred to in these general terms and conditions shall not be interpreted in the future as a waiver of the obligation in question.

### Article 15 - Applicable Law

These general terms and conditions are subject to the application of Luxembourg law.

The Parties agree to seek an amicable solution to any dispute that may arise from the interpretation or execution of the contract.

If they do not succeed, the Parties will submit the dispute to the commercial court.

### Article 16 - Collection of Personal Data

#### Data Collected:

The personal data collected on this site are as follows:

- **Order:** When ordering an e-book, the Buyer provides their first and last name, email address, and postal address.
- **Payment:** In the context of payment for products and services offered on the website, it records financial data relating to the Buyer's bank account or credit card.
- **Cookies:** Cookies are used in the context of using the site. The user has the option to disable cookies from their browser settings.
- **Discovery Call Reservation:** When reserving a discovery call for baby planning services, the website user must provide their first and last name, phone number, email address, as well as information related to their family situation/pregnancy stage to effectively prepare for the appointment.

#### Use of Personal Data

The personal data collected from users is intended for the provision of the website's services, their improvement, and maintaining a secure environment. Specifically, the uses are as follows:

- Managing the operation and optimization of the website;
- Organizing the conditions for using payment services;
- Verification, identification, and authentication of data transmitted by the user;
- Implementation of user assistance;
- Personalization of services by displaying advertisements based on the user's browsing history and preferences;
- Prevention and detection of fraud, malware (malicious software), and management of security incidents;
- Management of any disputes with users;
- Sending commercial and advertising information, based on the user's preferences.

### **Sharing Personal Data with Third Parties**

Personal data may be shared with third-party companies in the following cases:

- When the Buyer uses payment services, for the implementation of these services, the website is in contact with third-party banking and financial companies with which it has contracted;
- When the user authorizes a third-party website to access their data;
- When the website uses service providers to provide user assistance, advertising, and payment services. These providers have limited access to the user's data as part of the execution of these services and are contractually obligated to use them in compliance with the applicable regulations on the protection of personal data;
- If required by law, the website may transmit data to respond to claims against the website and comply with administrative and judicial procedures;
- If the website is involved in a merger, acquisition, asset sale, or bankruptcy proceeding, it may be required to sell or share all or part of its assets, including personal data. In such a case, users will be informed before personal data is transferred to a third party.

### **Security and Confidentiality**

The website implements organizational, technical, software, and physical security measures to protect personal data from alteration, destruction, and unauthorized access. However, it should be noted that the internet is not a completely secure environment, and the website cannot guarantee the security of information transmission or storage on the internet.

### **User Rights Implementation**

In accordance with the applicable regulations on personal data, users have the following rights, which they can exercise by contacting [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com):

- They can exercise their right of access to know the personal data concerning them by writing to the following email address: [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com). In this case, before implementing this right, the website may request proof of the user's identity to verify its accuracy;
- If the personal data held by the website is inaccurate, they can request the update of the information by writing to the following email address: [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com);
- Users can request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the following email address: [morgane@thebabyplannercompany.com](mailto:morgane@thebabyplannercompany.com).

### **Changes to This Clause**

The website reserves the right to make any modifications to this personal data protection clause at any time. If a modification is made to this personal data protection clause, the website agrees to publish the new version on its site. The website will also notify users of the change via email, at least 15 days before the effective date. If the user disagrees with the terms of the new version of the personal data protection clause, they have the option to contact the website to request the deletion of their personal data.

