

Practitioner's General Conditions

Note: only the French version is legally binding.

ARTICLE 1 PRESENTATION OF THE PARTIES

These General Terms and Conditions (or Contract) govern the contractual relationship between :

- the Customer (hereinafter the "Customer"),
- The Service Provider: Stéphane Quinton, sole trader.

Under the following name: Quantum Flower.

The Service Provider's business registration number (SIREN) is: 981855299

The Provider's address is: 2 rue des champs de la fosse, 41160 La-Ville-aux-Clercs, FRANCE.

The parties are referred to individually as a "Party" or collectively as the "Parties".

ARTICLE 2 PRIOR DECLARATIONS BY THE PARTIES

The Customer represents and warrants to the Service Provider :

- be at least 18 years old and have legal capacity, or be accompanied by a legal representative,
- not to be pregnant and/or suffering from any illnesses (congenital or acquired) to his or her knowledge or, if this is the case, to be under the care of a doctor who holds a recognised state diploma and is registered with a medical association in France.

Before committing themselves, the Consumer Customer acknowledges having read the content of these General Terms and Conditions, which include the mandatory pre-contractual information set out in articles L111-1 and L111-2 of the French Consumer Code.

The Customer declares that he has been fully informed of the nature of the Services, and acknowledges that the Service Provider has been entirely at his disposal to inform him of everything that was decisive according to the needs expressed by the Customer.

ARTICLE 3 NATURE OF THE CONTRACT AND DESCRIPTION OF SERVICES

These General Terms and Conditions, communicated to customers, constitute the contract for the provision of services, governed by the French Consumer Code.

The activities carried out by the Service Provider are as follows: Quantum Kinesiology.
The Service Provider does not hold any professional certification or state diploma.

The following courses have been taken (not officially recognised): Quantum Kinesiology (Kinecuántica Internacional®) and Non-Violent Communication according to Dr. Marshall Rosenberg.

These activities are part of what are known as "non-conventional" practices, designed to relieve certain everyday aches and pains or, as a preventive measure, to improve health, quality of life, vitality and overall well-being.

The Customer is informed and accepts that the Services provided are not intended to diagnose or treat any disease.

These are complementary practices that can be used in addition to conventional care, to contribute to the well-being of the customer and their loved ones.

The Services provided by the Provider do not in any way replace a medical diagnosis and/or treatment and do not in any way replace the need to consult a doctor, who is the only person authorised to make a medical diagnosis and provide appropriate medical treatment if necessary.

ARTICLE 4 DISTANCE OR HOME CONTRACTS

This Article applies in cases where this Agreement is entered into not directly at the Service Provider's premises on the day on which the Services are performed but remotely (by e-mail or from the Service Provider's website or via an online booking site) or at the Customer's home within the meaning of Article L. 221-1 of the French Consumer Code.

The Customer acknowledges having read the content of this Contract before committing to it, which includes the mandatory pre-contractual information set out in article L221-5 of the French Consumer Code.

The Service Provider shall also provide the Customer with confirmation of the Contract concluded, on a durable medium, within a reasonable period of time after the Contract has been concluded and at the latest before the start of performance of the Services.

The Customer also agrees to receive a copy of this Contract electronically.

Right of withdrawal

The Service Provider also reminds the Customer that, in principle, when this Contract is concluded remotely or off-premises, they have a withdrawal period of 14 calendar days, without having to justify their decision or pay any costs or penalties.

The period runs from the day after the Contract is signed by the Customer.

If the Customer wishes to withdraw from this Agreement after signing it, the Customer may use the withdrawal form below, but this form is not compulsory. For the withdrawal period to be respected, the Customer simply needs to notify the Service Provider of his intention to withdraw before the end of the period at the following contact e-mail address: admin@fleurquantique.com

Model withdrawal form

I hereby notify you of my withdrawal from the service contract _____ that I signed on _____

Customer name _____

Customer address _____

Email _____ (only if this form is sent on paper)

Date _____ (only in the case of notification of this form on paper)

Signature (only if this form is submitted on paper) _____

The Service Provider will acknowledge receipt of the Customer's request for withdrawal.

If the right of withdrawal is exercised, the Service Provider will reimburse the sums paid within fourteen (14) calendar days of notification of the request for reimbursement using the same means of payment as that used for payment.

The Customer who has exercised his right to withdraw from a successively executed Contract, the execution of which has begun, at his express request, before the end of the withdrawal period, shall pay the Service Provider an amount corresponding to the service provided up until the communication of his decision to withdraw; this amount is proportionate to the total price of the Service agreed in the Contract.

Cases in which the right of withdrawal does not apply :

For distance contracts :

If the Customer makes an appointment to carry out the Services on a date prior to the expiry of the 14-day withdrawal period, and if the Services are carried out in full at the time of this appointment, the Customer expressly and automatically waives his/her right of withdrawal, without the service provider being obliged to receive his/her express request in writing.

For Services performed at the Customer's home:

The Customer agrees to the immediate performance of the services after signing this Contract and therefore without application of the withdrawal period.

ARTICLE 5 CONDITIONS FOR THE PROVISION OF SERVICES

The date(s) on which the Services are to be performed will be set jointly by the Service Provider and the Customer.

The Service Provider also reserves the right, with the Customer's agreement, to perform all or part of the Services using a dedicated digital communication tool. In this case, the Customer is hereby informed that the Services performed may under no circumstances constitute telemedical acts within the meaning of Articles L. 6316-1 et seq. and R.6316-1 of the French Public Health Code.

No health data will be stored on the tool.

In addition, the Service Provider shall ensure that the digital tool used ensures the security of the Customer's personal data.

The Customer undertakes to cooperate actively with the Service Provider and to provide the Service Provider with the information necessary for the proper performance of the Services, in particular any useful information about the Customer's personal situation (illness, pregnancy, particular vulnerabilities, disability).

For its part, the Service Provider undertakes to exercise all due care and diligence to ensure the proper performance of the Services and to keep the Customer informed of any difficulties that may arise during the performance of the Services. The Service Provider is bound by a best endeavours obligation to provide advice and information.

ARTICLE 6 CANCELLATION

Subject to the application of the provisions relating to the right of withdrawal for contracts concluded at a distance and at home, any cancellation of Services by the Customer after the Contract has been signed will only be taken into account if it is made to the Service Provider no later than 48 hours before the scheduled date.

In the event of cancellation after this period, the Customer is informed that the sums paid in advance will not be reimbursed (except for the right of withdrawal).

The Service Provider also reserves the right to cancel, suspend or interrupt Services if it finds that said Services are manifestly incompatible with and/or unsuited to the Customer's personal situation (illness, pregnancy, particular fragility, disability, age, etc.).

In this case, the Service Provider undertakes to reimburse the Customer for the sums paid in proportion to the Services already performed.

ARTICLE 7 PRICES AND PAYMENT

The prices of the Services are set by the Provider. These prices may vary according to the type and duration of the Services provided.

The prices applicable to the Customer on the date the Contract is concluded are those in force and displayed on the Provider's reservation website and at the Provider's premises.

In principle, prices are quoted exclusive of taxes and charges. Where taxes and/or charges apply, the Service Provider will inform the Customer of these and they will then be invoiced in addition. In the absence of information on taxes and/or charges, the prices indicated are deemed to be inclusive of all taxes and charges.

The Customer is hereby informed that the cost of the Services is not reimbursed by the French social security system.

The conditions and means of payment differ according to the method of concluding the Contract and are detailed on the Fleurquantique.com website or by telephone.

-When the Contract is concluded remotely: at the time of the booking request, the Customer is informed that he/she has an obligation to pay.

To this end, the function used by the Customer to validate his/her order means that he/she is placing an order for which payment is required.

When the Contract is concluded off-premises (e.g. at the Customer's home): in accordance with Article L.221-10 of the French Consumer Code, the Customer is invited to wait for a period of 7 days from the conclusion of the Contract before paying the price of the Services to the Provider.

As soon as the Service has been rendered and before payment of the price, a note or invoice will be issued. This is compulsory when the price of the service is equal to or greater than €25 (including VAT).

For services costing less than €25 (including VAT), the issue of a bill is optional, but it will be given to the customer on request.

The note should include the following information:

the date, name and address of the Service Provider, the name of the Customer (unless opposed), the date and place of performance of the Services, a detailed breakdown of the quantity and price of each Service, the total sum to be paid exclusive of tax and inclusive of all taxes.

ARTICLE 8 DURATION

This Contract comes into force on signature for a period corresponding to the duration of the Services. Depending on the case, it may take the form of a contract for immediate performance (completion of a single appointment) or for successive performance.

ARTICLE 9 CONFIDENTIALITY

The Parties acknowledge the confidential nature of all information and data exchanged between them for the performance of the Contract and undertake to keep it confidential, with the exception of (i) data accessible to the public, (ii) data already known to the receiving Party.

All confidential information communicated by one of the Parties to the other Party will be kept by the receiving Party in the same way as it keeps its own confidential information and will only be used for the purposes of the Contract. This clause shall remain applicable for a period of FIVE (5) years after the end of the Contract.

ARTICLE 10 LIABILITY

Special provisions applicable to contracts concluded at a distance: in accordance with the legal provisions in force, the Service Provider is automatically liable to the Customer for the proper performance of the obligations resulting from the Contract concluded at a distance. However, the Service Provider may be exempted from all or part of its liability by proving that the non-performance or poor performance of the Contract is attributable either to the Customer, or to the unforeseeable and insurmountable act of a third party to the Contract, or to a case of force majeure.

Subject to the application of the aforementioned mandatory provisions relating to distance contracts, the Service Provider shall only be liable in the event of a proven fault on the part of the Customer.

The Customer is solely responsible for the choices he makes and the information he provides to the Service Provider. Accordingly, the Parties agree that the Service Provider may not be held liable for the unsuitability of a Service to the needs and information expressed by the Customer. The Service Provider is only responsible for the Services expressly assigned to it under this Contract.

The Service Provider is also not liable for any harmful consequences related to the communication network and the Customer's Internet access failures.

Finally, the Service Provider may only be held liable for direct damage attributable to it in respect of the performance or non-performance, even partial, of its obligations under the Contract, it being specified that indirect damage is excluded.

Accordingly, the Service Provider shall not be liable for any indirect loss, loss of opportunity, loss of data, damage to image or any other special loss or event beyond its control or due to any cause not attributable to it.

By express agreement between the Parties, the Service Provider's liability is limited to the sum of €2,000 for all direct damages, unless a breach has been proven.

ARTICLE 11 INSURANCE

The Service Provider has taken out a professional indemnity insurance policy to cover any direct personal injury, property damage or consequential loss that it may cause in connection with this Contract.

ARTICLE 12 FORCE MAJEURE

Neither of the Parties may be held liable for any delay or failure due to the occurrence of a case of force majeure as usually recognised by the case law of French courts and tribunals.

The Party wishing to invoke a case of force majeure must notify the other Party by registered letter with acknowledgement of receipt as soon as possible after becoming aware of such an event. As soon as the effects of the force majeure event invoked have disappeared, the Party affected will immediately resume performance of its obligation.

If the effects of the event constituting force majeure persist for more than 15 days, the Parties agree that this Contract may be terminated by operation of law at the initiative of the most diligent Party by registered letter with acknowledgement of receipt, without this affecting the conditions of payment for the Services performed.

ARTICLE 13 PERSONAL DATA

The Service Provider has access to the Customer's personal data in order to carry out the Services provided under this Agreement.

All of the Customer's personal data processed by the Service Provider under the Contract is subject to a processing policy in accordance with the provisions of Law no. 78-17 of 6 January 1978 (known as the "Data Protection Act" or "LIL") and the General Regulation on the Protection of Personal Data ("RGDP") no. 2016/679.

The Customer acknowledges that he/she has read this personal data processing policy at the latest when concluding this Contract and accepts its terms unreservedly.

ARTICLE 14 EVIDENTIARY AGREEMENT

The Customer acknowledges the validity and evidential value of electronic exchanges and recordings made by the Service Provider and accepts that said recordings have the same evidential value as a written document signed by hand. All data and computer or digital files recorded on the Service Provider's computer infrastructure will be considered as proof of the facts to which they relate.

ARTICLE 15 MISCELLANEOUS PROVISIONS

Each of the clauses of this Contract must be interpreted, as far as possible, in such a way that it is valid under the law applicable to it. If any provision of this Agreement is found to be illegal, invalid or unenforceable by any court or competent administrative authority pursuant to an enforceable decision, such provision shall be deemed unwritten, without affecting the validity of the remaining provisions, and shall be replaced by a valid provision of equivalent effect, which the Parties undertake to negotiate in good faith, and as the Parties would have agreed had they known of the illegality, invalidity or unenforceability of such provision.

The fact that a Party does not avail itself of any provision of this Contract shall not constitute a waiver of its right to demand compliance with each of its clauses and conditions.

ARTICLE 16 TERMINATION OF THE CONTRACT FOR BREACH

In the event of a breach of an essential obligation by one of the Parties, this Contract may be terminated by the other Party, by registered letter with acknowledgement of receipt, 15 days after formal notice has remained without effect, and without prejudice to any action for damages.

ARTICLE 17 APPLICABLE LAW - COMPETENT COURTS

This Contract is governed by French law.

Pursuant to Articles L 611-1 et seq. of the French Consumer Code, the Customer has the right to have recourse free of charge (excluding any legal or expert fees) to a consumer mediator with a view to the amicable resolution of a dispute between the Customer and the Service Provider.

The Service Provider subscribes to the ombudsman service whose contact details are as follows:

CM2C

49 Rue de Ponthieu, 75008 Paris

<https://cm2c.net/>

After the Customer has approached the Service Provider in writing to no avail, the matter may be referred to the Ombudsman for any consumer dispute that has not been settled.

Since 15 February 2016, the European Commission's online platform for the amicable settlement of disputes has been open to the public. Any consumer who encounters a dispute with a company

located in the territory of the European Union may submit a request for mediation via this European platform. The Customer may also consult the European Commission's website dedicated to consumer mediation:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

In the event of a dispute with a Customer which has not been settled amicably, jurisdiction is expressly assigned to the court of the defendant's place of residence, in accordance with article 42 of the Code of Civil Procedure.