

"MYBABYSIZE.COM" TERMS AND CONDITIONS

CLAUSE 1 - THE COMPANY

HYGIE LIMITED, a private company limited, registered in England and Wales under No. 07673309, whose registered office is located at 650 Britannia House - 11 Glenthorne Road - Hammersmith - London W6 0LH - United Kingdom - E-mail: contact@mybabysize.com - VAT in process, (the "Company") - Identification : 07 67 33 09, has set up and operates a website, identified by the domain name: www.mybabysize.com (the "Website").

Its Publication Directors are Jean-Marie CORRIERE, Chief Operating Officer and Xavier BRO, Head of Marketing. Hosting of the Website is provided by "Telehouse America", 7 Teleport Drive, Staten Island, NEW YORK, Call 718.355.2500.

CLAUSE 2 - SCOPE OF THE TERMS AND CONDITIONS

These terms and conditions are applicable to all services -including baby birth weight and length estimations, week-by-week prediction based on due date, etc.- as described on the Website and supplied by the Company to customers (the "Services").

By clicking on the Website the button marked "I accept the terms & conditions" before confirming his/her order for Services, the customer confirms that he/she has unconditionally accepted these terms and conditions.

These terms and conditions may be changed and updated from time to time, those applicable to an order by a customer and to the Services supplied being the terms and conditions in force on the day of ordering.

CLAUSE 3 - CONDITIONS OF ORDERING

To order the Services and benefit from them, the customer undertakes to supply the Company with complete, accurate, up-to-date information to enable the Company to process his/her order and to supply the Services in compliance with these terms and conditions. Should the information be incomplete or incorrect and/or in violation of the terms and conditions, the Company reserves the right to cancel the order and not to supply the Services.

When creating an account on the Website and when ordering Services, the customer is required to provide certain personal data listed on the Website, such as name, internet login and password, e-mail, phone number, payment method, etc. (the "Personal Data").

By confirming an order on the Website, the customer agrees to the Personal Data being transmitted to the Company for the purpose of processing the order and supplying the Services. The customer further agrees that the Personal Data may also be shared with the Company's contracted partners, for the exclusive purpose of fulfilling the order and supplying the Services.



In compliance with applicable regulations on Personal Data protection, the customer has the right to access, change, correct and request the removal of his/her Personal Data from the Company's database. To exercise these rights, the customer should e-mail: contact@mybabysize.com or write to: HYGIE LIMITED, Brenchley House - School Road - Charing TN27 0JW, UK

When creating his/her account, the customer may also select to receive the Company's newsletter. By selecting this option, the customer agrees that the Company for the purpose of sending such newsletter may use his/her Personal Data.

The customer is informed that the Personal Data will also be collected, processed and held by third parties; said company being in charge of the orders consistency's analysis in order to prevent fraudulent uses of bankcards on the Website. Personal Data will be processed by HYGIE LIMITED in a specific "payment dispute" database in case of, notably: outstanding payments due to fraudulent use of bankcards; incomplete and/or inaccurate information or orders supplied by the customer. With regard to this "payment dispute" database, the before-mentioned rights to access, change, correct and request the removal of his/her Personal Data may be exercised by e-mailing: contact@mybabysize.com or write to: HYGIE LIMITED, Brenchley House - School Road - Charing TN27 0JW, UK.

For more information on the Company's Personal data policy, the customer may refer to the "About us" section of the website.

CLAUSE 4 - ORDERING PROCESS

4.1 By placing an order on the Website, the customer warrants that he/she is aged to be eighteen (18) or over, and has legal capacity to contract. Placing an order on the Website shall comply strictly with the procedure described online by a series of screens indicating the successive phases the customer must follow, including:

- identification on the Website:
 - if the customer already has an account on the Website, via his/her e-mail address (log-in) and password;
 - if the customer does not have an account on the Website, using his/her name, his/her address and other requested Personal Data to create his/her account;
- selection of the Services which will be added to the customer's shopping cart; selection of the price of the Services, the payment currency and method, as defined in Clause 5.1 below; and review and confirmation of the content of the shopping cart;
- payment including: entering his/her debit card/credit card number (or connecting to the PayPal services) in compliance with the conditions of Clause 5.2 below and clicking on the "Order and payment" button before his/her credit card/debit card or bank account or PayPal account is debited and the account debit confirmation issued by the customer's bank or by PayPal is displayed.



4.2 The Company will then:

- without delay, acknowledge receipt of the customer's order by sending an automated email to the customer's email address including his/her order number, and
- in a maximum a four (4) days period of time, supply the Services to the Customer as follows:
 - via a printable PDF document sent by email.

Should the customer not receive any of these emails in said period of time, it should first check his/her emailing services' anti-spam files before sending an email to contact@mybabysize.com or write to: HYGIE LIMITED, Brenchley House - School Road - Charing TN27 0JW, UK.

The customer formally agrees that the Services will be supplied by the Company in the maximum aforementioned four (4) days period of time following his/her payment. He/she expressly acknowledges that he/she will then lose his/her right of withdrawal pursuant to article 16 (m) of the Directive No.2011/83/EU dated October 25th, 2011 on the consumer rights. As a consequence, once the Services have been performed by the Company, the customer shall not be entitled to cancel his/her order and to be reimbursed of the billed price.

The Company and the customer e-mails and any automatic saving systems used on the Website shall count as proof of the agreement between both the customer and the Company, in particular as regards: the nature and date of the order, the content of this terms and conditions, etc. The Company shall retain the information concerning all orders amounting to at least one hundred twenty (120) Euros for ten (10) years. The information held can be made available to the customer on request to: contact@mybabysize.com or write to : HYGIE LIMITED, Brenchley House - School Road - Charing TN27 0JW, UK.

4.3 The Company will refuse any orders that do not conform to these terms and conditions. If the Company becomes aware that an order does not satisfy these terms and conditions, the Company will inform the customer by e-mail. If the customer fails to correct the order, the Company reserves the right to cancel the order and not to supply the Services.

4.4 The Website may refer to products and services provided by third parties; the customer shall comply with these third parties' applicable terms and conditions. The Company shall not be liable for the products and services provided by said third parties.

4.5 Privacy Policy - The Company do not store credit card details nor do we share customer details with any 3rd parties.

CLAUSE 5 - PRICE OF THE SERVICES AND PAYMENT TERMS

5.1 The price (including taxes) of the Services is to be determined by the customer on the Website, with a minimum amount of -depending on the



currency selected by the customer-: either one (1) Dollar, one (1) Euro or one (1) Pound.

Once selected by the customer, the price and currency will then be automatically displayed in the customer's shopping cart, to be formally accepted by the customer as per Clause 4.1 above. They will be further confirmed to the customer in the order confirmation e-mail mentioned in Clause 4.2.

5.2 The customer's payment for his/her orders shall be made by credit card/debit card using the following networks only: Visa, Mastercard, American Express and/or via the PayPal services.

The customer shall only pay his/her order with his/her own credit card/debit card bearing his/her identity (first name and surname) and/or via his/her own PayPal account.

- Online payment by credit card/debit card is protected by SSL. All the Website pages under "https" are of a secured server operating in SSL mode (128 bits), to ensure the customer's payment is securely processed.

The customer enters his/her credit card/debit card number and/or bank details via an online payment order form. The transaction is then made through banking security encrypted standards. In transmitting his/her bank details, the customer accepts in advance and unconditionally that the Company will perform the secure transaction. The customer therefore authorizes in advance his/her bank to debit his/her credit card/debit card or bank account in view of the records or statements transmitted by the Company, even in the absence of bills signed by the cardholder.

The customer account debit authorisation is always given for the price of the Services ordered as selected by the customer and billed by the Company. The Company implements up-to-date secured and encrypted access to its server for online payment. It shall not be held responsible for the outcome and consequences whatsoever of unauthorised access and/or intrusion by a third party to the said server (e.g. hacking). In order to avoid any risk of hacking, the Company does not record the customer's credit card/debit card number and/or bank details which are entered by the customer in the online payment order form.

- Online payments via PayPal are subject to the PayPal's terms and conditions the customer undertakes to abide by.

Should it be impossible to debit the amounts owed by the customer for any reason whatsoever (refusal by the bank or by PayPal, etc.), the order shall be deemed cancelled and the Services will not be supplied by the Company.

CLAUSE 6 - LIMITATION OF LIABILITY



The Company will not be liable to the customer by way of representation (unless fraudulent), common law duty or under any express or implied term of the terms and conditions for:

- any losses which are not reasonably foreseeable by both the customer and the Company when the agreement between them is formed, arising in connection with the supply of the Services or their use by the customer;
- any losses which are not caused by any breach by the Company;
- business or trade losses.

Nothing in these terms and conditions means that the Company's liability to the customer for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors is limited.

CLAUSE 7 - EVENT BEYOND THE COMPANY'S CONTROL - FORCE MAJEURE

The Company will not be responsible for any failure to perform or, delay in performance of, any of its obligations under these terms and conditions that is caused by events outside its control ("Force Majeure"). In this context, Force Majeure events include (without limitation): war, riots, insurrection, social unrest, computer or telephone failures, severe disturbance in the security and coherence of the Internet, technical failures, unauthorised access and/or intrusions into the Website's secure and encrypted servers, strikes of all natures and Company procurement problems.

The Company shall inform the customer of such a Force Majeure event within seven (7) days of its occurrence. If the Force Majeure event continues beyond fifteen (15) days, the customer may cancel the order in progress, which will be reimbursed by the Company as rapidly as possible by crediting the customer's credit card/debit card or bank account or PayPal account.

CLAUSE 8 - NON-WAIVER

The failure by the Company to enforce one or more of the provisions of these terms and conditions does not constitute a waiver of such rights or remedies and shall not relieve the customer from compliance with such obligations.

CLAUSE 9 - VALIDITY OF THESE TERMS AND CONDITIONS

If any of the provisions in these terms and conditions of sale is declared wholly or partly invalid, unlawful or unenforceable, the other provisions and other rights and obligations resulting from these terms and conditions will remain valid to the fullest extent permitted by law.

May 14th / 201405150001

