nowbie Terms of Use and Sale

Version 1, in force from 12 October 2026.
Reference of this version: 1-ec2c58d0.

This is an English translation of the French « Conditions générales d'utilisation et de vente ». If the two versions differ, the French version prevails.

These terms apply to the nowbie app, to your account and to the nowbie Pro subscription. They combine the terms of use and the terms of sale in a single document. Please read them before creating your account, then download them to keep a copy: Download these terms as a PDF.

The essentials

This summary helps you find your way. If in doubt, the articles below are what apply.

- nowbie is a Mac app: you dictate, the persona you chose rewrites your dictation with Google's Gemini AI, and nowbie pastes the text at your cursor.
- 14-day free trial from the moment you create your account, no card required. Nothing is charged when the trial ends.
- After that, nowbie Pro: €7.99 per month or €69 per year, VAT included, with 1,000 dictations per month. Only dictations actually processed count.
- The subscription renews automatically. You can cancel at any time, free of charge; it stops at the end of the paid period.
- First subscription: full refund if you withdraw within 14 days of your first payment.
- Your texts belong to you. nowbie keeps no dictation on its servers.
- AI can make mistakes: read before you send.
- A problem? Write to hello@nowbie.app or call +33 6 13 26 96 54.

Article 1: Who we are

nowbie is published by **Facts SAS**, a French simplified joint-stock company (société par actions simplifiée) with a share capital of €500, registered with the Paris Trade and Companies Register (RCS Paris) under number 953 062 445, whose registered office is at 26 rue Bosquet, 75007 Paris, France.

- EU VAT number: FR21953062445
- President: Loïc Melane
- Email: hello@nowbie.app
- Phone: +33 6 13 26 96 54
- Post: Facts SAS, 26 rue Bosquet, 75007 Paris, France

In these terms, "we" means Facts SAS and "you" means the person using nowbie.

Article 2: What these terms are and how you accept them

2.1. These terms are the contract between you and us. They apply to the free trial, the app, your account and the nowbie Pro subscription.

2.2. You accept them twice:

- when you create your account: the acceptance statement and the link to these terms appear just above the button;
- if you subscribe: by ticking the acceptance box on the payment page, before you pay.

2.3. The version that applies to you is the one you accepted. We keep it together with the date of your acceptance. When you subscribe, we email it to you as a PDF. You can ask us for the version that applies to you at any time at hello@nowbie.app.

2.4. The contract can be concluded in French or in English. The English version is a translation: if the versions differ, the French version prevails.

2.5. The privacy policy explains how we process your data. It is not a contract to accept: it is information.

Article 3: Who can use nowbie

3.1. You must be at least 18 years old. Google, whose AI nowbie uses, prohibits its use in services directed at minors or likely to be used by them.

3.2. nowbie is designed for individuals, and you may also use it for your work. In that case, some protections the law reserves for consumers (right of withdrawal, consumer mediation, legal guarantee of conformity for digital content and services) may not apply to you. The refund in article 11.1, however, applies to everyone.

3.3. One account is for one person. Do not share your account.

Article 4: What nowbie does

4.1. **The service.** nowbie is a Mac application. You hold the fn key (or say “Hey Nowbie”, or « Dis Nowbie » when the app is in French), you speak, then you release. The active persona rewrites your dictation using Google's Gemini artificial intelligence, then nowbie pastes the text where your cursor is.

4.2. **Personas.** A persona defines how the text is written: tone, format, length. You can use the ready-made personas from the library, create your own, or create one from a one-sentence description: nowbie then writes its instructions, which you can try and edit. Each persona follows one of three behaviours:

- **Write** (Rédiger): your intention becomes a message ready to send;
- **Formalise** (Formaliser): a request becomes a clear instruction;
- **Transcribe** (Transcrire): your own words, cleaned up.

4.3. **Where nowbie pastes.** nowbie never pastes into a password field, nor into a window other than the one where you started dictating.

4.4. **“Hey Nowbie” and « Dis Nowbie ».** If you turn this option on, the wake phrase (“Hey Nowbie” when the app is in English, « Dis Nowbie » when it is in French) is detected entirely on your Mac.

4.5. **What you need.**

- A Mac running macOS 14 or later, with Apple silicon or Intel.
- An internet connection: rewriting happens online; nowbie does not work offline.
- A microphone, and the macOS "Microphone" and "Accessibility" permissions (to listen and to paste). The wake phrase also requires the "Speech Recognition" permission.
- Dictation languages: nowbie sets no list; the text is written in the language of your dictation, and its quality may vary from one language to another. The wake phrase « Dis Nowbie » is spoken in French.
- Maximum length of a dictation: 5 minutes.

4.6. **Download.** The app is downloaded from nowbie.app. It is not distributed on the App Store.

4.7. **Quality of service.** We do what is needed for nowbie to work continuously, but we do not offer a

guaranteed minimum level of quality of service (for example a stated availability rate). This in no way reduces your rights under the legal guarantee of conformity (article 12).

4.8. **Accessibility.** nowbie was not specifically designed for people with disabilities. If you have a particular need, write to us: we will update this information in these terms.

Article 5: Your account

5.1. You create your account on nowbie.app with your email address and a 6-digit code we send you by email. There is no password.

5.2. To connect the app, nowbie opens your browser; once you are signed in on nowbie.app, you return to the app without typing a code again.

5.3. Use an email address that is yours and keep control of it: anyone with access to your mailbox can sign in to your account. If you think someone else has accessed your account, write to us without delay.

5.4. You can close your account at any time by writing to hello@nowbie.app from your account's email address. If a subscription is running, closing your account cancels it: the subscription ends at the end of the period already paid, then your account is deleted. Without a running subscription, your account is deleted at once.

5.5. **Unused account.** If your account is not used for 2 years (no sign-in on nowbie.app, no use of the app), we delete it. We let you know by email about 30 days before, with the deletion date: signing in is enough to keep it. An account whose subscription is running is never deleted for this reason. What we keep after an account is deleted is set out in the privacy policy.

Article 6: The 14-day free trial

6.1. As soon as you create your account, you get a 14-day free trial with every feature. No card is required.

6.2. The trial starts when the account is created, even if you have not installed the app yet. The end date and time are shown in the app.

6.3. During the trial, the 1,000-dictation limit applies as it does for the subscription.

6.4. There is one trial per person and per Mac: an account used on a Mac that has already been used for a trial does not get a new trial. To apply this rule, we record a hashed identifier of your Mac (see the privacy policy). If you think this rule was applied to you by mistake, write to us.

6.5. When the trial ends, if you have not subscribed, rewriting stops and nothing is charged. Your history stays on your Mac, according to its local retention periods. Your account stays open, unless it goes unused for 2 years (article 5.5): you can subscribe whenever you like.

Article 7: The nowbie Pro subscription

7.1. **Plans and prices.**

Plan	Price	Payment
Monthly	€7.99 per month, VAT included	every month, in advance
Annual	€69 per year, VAT included	every year, in advance

Prices include all taxes: this is what you pay. For a customer in France, they include VAT at 20%. The price that applies is the one shown on the payment page when you confirm.

7.2. **What is included.** Every nowbie feature and 1,000 dictations per one-month period, including on the

annual plan. The first period starts on the day of your first payment; the following ones start every month on the same date. The app shows how many dictations you have used and when the count resets.

7.3. **What counts as a dictation.** A dictation counts only if nowbie returned a rewritten text to you. A failed attempt (network outage, AI service error or slowness, empty result) never counts.

7.4. **Creating or trying a persona** does not use up a dictation. To prevent abuse, these actions are limited to 60 per 24-hour period.

7.5. **Limit reached.** Unused dictations do not carry over to the next period. When you reach 1,000 dictations, rewriting pauses until the count resets. You never pay anything extra.

7.6. **The price is your only consideration.** Your data is used only to run nowbie: we do not sell it, and we do not use it for advertising or to train AI models.

7.7. **Current prices and fees.** Current prices are shown on nowbie.app and in the app (Settings › Subscription). Support is free. There is no cancellation fee.

Article 8: How you subscribe and pay

8.1. **The steps.**

1. In the app (Settings › Subscription) or on nowbie.app (My account), you choose the monthly or annual plan.
2. The secure payment page of our provider Stripe opens. It summarises the plan, what it includes, the price including VAT, the duration, the automatic renewal and the date of the first payment.
3. You enter your payment details and tick the box by which you accept these terms and ask for your subscription to start without waiting.
4. You click the payment button: that click commits you to pay.
5. A confirmation page appears, then you receive a confirmation email with these terms as a PDF and the withdrawal form.

8.2. **Correcting a mistake.** Until you click the payment button, you can go back, change plan or correct your details.

8.3. **Payment methods.** Card, Apple Pay and Google Pay. Payment is processed by Stripe; we never see your full card number.

8.4. **When you are charged.**

- If you subscribe after your trial: the first payment is taken immediately.
- If you subscribe during your trial: you lose no trial days. The first payment is taken at the end of the trial, on the date shown on the payment page. If your trial ends in less than 49 hours (a constraint of our payment provider), payment is taken immediately and your subscription starts right away.
- After that, every month or every year, on the anniversary date of your first payment.

8.5. **Invoices.** After each payment, we email you a link to your invoice. Your invoices are also available in the subscription management portal, reachable from the app (Settings › Subscription) and from nowbie.app (My account).

8.6. **Declined payment.** If a payment fails, we let you know by email and the payment is retried automatically for 14 days from that first failure. Meanwhile, you can update your payment method in the app (Settings › Subscription) or on nowbie.app (My account). What happens during those 14 days depends on your situation:

- **You have already paid for your subscription at least once** (as with a renewal): nowbie keeps working normally for those 14 days, with your 1,000 dictations a month. The app and nowbie.app show you the deadline to settle it.

- **It is the very first payment of your subscription** (the one due at the end of your trial): rewriting is suspended from the failure until the payment goes through. These days do not extend your free trial.

If the payment goes through within those 14 days, your subscription carries on unchanged. Otherwise, the subscription ends when those 14 days are over and rewriting stops. A declined payment never costs you any fee from us.

Article 9: Duration and automatic renewal

9.1. **Monthly plan.** It is concluded for one month, then renewed automatically every month for one month, until you cancel it. You can cancel at any time before each renewal; the next renewal date is shown in the app (Settings › Subscription), on nowbie.app (My account) and in the subscription management portal.

9.2. **Annual plan.** It is concluded for one year, then renewed automatically every year for one year, until you cancel it. If you cancel during the year, the cancellation takes effect at the end of the paid year.

9.3. **Reminder before each annual renewal.** Between three months and one month before the renewal date, we send you a dedicated email reminding you that you can choose not to renew your subscription and stating, in a clearly visible box, the deadline to cancel. If we do not send it, you can cancel free of charge at any time after the renewal; we then refund, within 30 days of the cancellation, the amount already paid for the period after the cancellation date (article L215-1 of the French Consumer Code, reproduced in annex 2).

9.4. **Price changes.** If we change our prices, we tell you by email at least 30 days before the new price applies to you. It only applies from your next renewal; for the annual plan, it is also stated in the reminder in article 9.3. If you do not accept it, cancel before that date: you will never pay the new price. The price of a period already paid never changes.

9.5. **Changing plan.** You can switch from monthly to annual, or the other way round, from the subscription management portal. The amount and the effective date are shown before you confirm.

Article 10: Cancelling your subscription

10.1. You can cancel at any time, free of charge and without giving a reason.

10.2. **How to cancel online.**

- In the app: Settings › Subscription › "Cancel your contract".
- On nowbie.app: the "Cancel your contract" link at the bottom of every page leads to nowbie.app/en/cancel.

The feature asks you to enter or confirm your first and last name, the email address where you want the confirmation and the subscription concerned. So that nobody else can cancel in your place, it asks you to use your nowbie account: you sign in with your account's email address and the 6-digit code we send you; if you are already signed in, this information is already filled in. A summary page then shows your cancellation: you can check and correct the information, then you confirm with the "Notify cancellation" button.

You can also cancel by email at hello@nowbie.app or by post at the address in article 1.

10.3. **Confirmation.** We confirm by email that we have received your cancellation, with the date on which the subscription ends and what this changes for you.

10.4. **Effect.** The subscription stops at the end of the period already paid (the current month or year). Until then, you keep nowbie Pro; after that, you are no longer charged. The current period is not refunded, except in the cases set out in articles 9.3 (annual reminder not received), 11 (withdrawal within 14 days) and 12 (legal guarantee).

10.5. **After the subscription ends**, rewriting stops. Your history stays on your Mac, according to its local retention periods, and your account stays open, unless it goes unused for 2 years (article 5.5). To close it, see article 5.4.

Article 11: 14 days to change your mind

11.1. **Our commitment: your first subscription refunded in full.** If this is the first nowbie Pro subscription paid with your account, you can withdraw from it up to 14 days after your first payment. We then refund everything you paid, with no deduction. This commitment goes beyond what the law requires and applies to everyone, consumers and professionals alike. If you withdraw during your trial, before the first payment, nothing is charged and your trial continues until its end date.

11.2. **Your legal right of withdrawal (consumers).** It applies to every subscription you take out, including after a first subscription. For a first subscription, the more favourable commitment in article 11.1 applies instead. Here is the legal information:

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period will expire after fourteen days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Facts SAS, 26 rue Bosquet, 75007 Paris, France, phone: +33 6 13 26 96 54, hello@nowbie.app) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the model withdrawal form (annex 1), but it is not obligatory.

You can also exercise your right of withdrawal online at nowbie.app/en/withdraw and in the app (Settings › Subscription). If you use this online feature, we will send you, without delay, an acknowledgement of receipt of your withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

11.3. **What this means at nowbie.**

- When you tick the box on the payment page, you ask for your subscription to start without waiting for the end of the 14-day period.
- The proportional amount only covers the paid subscription days already elapsed; free trial days are never charged. Example: you withdraw 10 days into a month paid €7.99 (30-day month); we keep €2.66 and refund you €5.33.
- Once the subscription has been fully performed, you can no longer withdraw. For a monthly or annual subscription, this does not happen within the 14-day period.
- The right of withdrawal applies when you take out a subscription, not to the automatic renewals of that subscription.

- The 14-day periods are counted as article L221-19 of the French Consumer Code provides: the day of the subscription (or of the first payment) does not count, the period ends at midnight (Paris time) on the fourteenth day, and it is extended to the next working day if it ends on a Saturday, a Sunday or a public holiday.

11.4. **How to withdraw online.** The "Withdraw from contract here" feature is available on nowbie.app, at the bottom of every page and in My account, and in the app, throughout the withdrawal period. You sign in with your account's email address, enter or confirm your first and last name, the subscription concerned and the email address where you want to receive the acknowledgement, then you confirm with the "Confirm withdrawal" button. We then email you an acknowledgement of receipt that repeats your statement, with its date and time.

11.5. **Effects.** Your subscription ends immediately. We refund you within 14 days, using the same means of payment, at no cost to you.

Article 12: Legal guarantee of conformity

12.1. Facts SAS is answerable for any lack of conformity of nowbie (the app and the online service). To use the guarantee, contact us: Facts SAS, 26 rue Bosquet, 75007 Paris, France; hello@nowbie.app; +33 6 13 26 96 54.

12.2. **Legal notice box** (translation of the mandatory French text).

Legal guarantee of conformity for digital content and digital services

The consumer is entitled to the legal guarantee of conformity if a lack of conformity appears during a period corresponding to the whole period of supply of the service, from the supply of the digital content or digital service: during the 14-day free trial, then, for the monthly plan, during each month of subscription and, for the annual plan, during each year of subscription, renewals included. During this period, the consumer only has to establish that the lack of conformity exists, not when it appeared.

The legal guarantee of conformity entails the obligation to provide all updates necessary to keep the digital content or digital service in conformity throughout the whole period of supply of the service (free trial, then monthly or annual subscription, renewals included).

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following the request, free of charge and without significant inconvenience.

The consumer may obtain a price reduction while keeping the digital content or digital service, or may terminate the contract and obtain a full refund in exchange for giving up the digital content or digital service, if:

1° The trader refuses to bring the digital content or digital service into conformity;
2° Bringing the digital content or digital service into conformity is unjustifiably delayed;
3° The digital content or digital service cannot be brought into conformity without costs being imposed on the consumer;
4° Bringing the digital content or digital service into conformity causes significant inconvenience to the consumer;
5° The lack of conformity persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or to terminate the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination. The consumer is then not required to first request that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to cancel the contract only if the contract does not provide for payment of a price.

Any period during which the digital content or digital service is unavailable in order to bring it back into conformity suspends the remaining guarantee period until the digital content or digital service is supplied in conformity again.

These rights result from articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A trader who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to €300,000, which may be increased to 10% of average annual turnover (article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code, for two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is kept, or to a full refund in exchange for giving up the digital content or digital service.

12.3. **Your cooperation.** A problem may come from your Mac rather than from nowbie (macOS version, permissions, connection). To check this, we may ask you for simple information, in the least intrusive way for you. If you refuse to cooperate when we have asked you to, it may then be up to you to prove that the defect exists.

12.4. **Updates.** If you do not install, within a reasonable time, an update needed for nowbie to work properly that we told you about, together with the consequences of not installing it, we are not responsible for defects resulting solely from that missing update.

Article 13: Updates, changes and security

13.1. **App updates.** Every day, nowbie checks whether a new version exists, downloads it, verifies its signature, then installs it at a moment when you are not dictating, or when you quit the app. You can turn these automatic updates off in Settings › General › "Automatic updates" and look for updates yourself with "Check for Updates…". We tell you about updates needed for nowbie to work properly, including security updates, and provide them free of charge for the whole period the service is supplied.

13.2. **Changes to the service.** We may change nowbie beyond what is needed for it to work properly, for a valid reason: to improve it, to adapt it to a technical change (for example a new version of the AI model), to strengthen security, or to comply with the law. In that case:

- we inform you clearly by email at least 30 days in advance, stating the date of the change;
- the change costs you nothing extra;
- if it has a more than minor negative effect on your access to nowbie or on your use of it, you can terminate the contract free of charge within 30 days of our notice or of the change itself, if later. We then refund the unused part of the paid period. This right does not apply if we let you keep nowbie without the change, in a conforming state.

13.3. **AI provider.** nowbie currently uses Google's Gemini. If we have to change provider, we tell you in advance, update the privacy policy, and article 13.2 applies.

13.4. **Security incidents.** In the event of a security incident or threat, we may temporarily suspend all or part of the service, sign out all sessions (you will then need to sign in again), fix the problem and release an update. If the incident affects you, we tell you without undue delay and, where the law requires it, we report it to the CNIL (the French data protection authority).

13.5. **Maintenance.** We keep maintenance interruptions to what is strictly necessary and announce them in advance when we can.

Article 14: What belongs to you, what belongs to us

14.1. **Your content.** Your dictations, the texts produced from them, your personas (names and instructions) and your personal dictionary belong to you. We claim no rights over them. You only authorise us to transmit and process them, for the time strictly necessary, to provide the service (articles 4 and 19). We do not keep them on our servers.

14.2. **Generated texts.** An AI may produce similar texts for other people. Copyright protection of a text generated entirely by an AI is not guaranteed.

14.3. **nowbie.** The app, the website, the library personas, the nowbie name and its logo are protected and belong to Facts SAS or its partners. For as long as you have an account, we grant you a personal, non-exclusive, non-transferable right to install and use the app on your Macs, for your own needs. You may use and adapt the library personas within nowbie. Except where the law expressly allows it, you may not resell, rent, copy (except for backup), modify the app or try to extract its source code.

14.4. **Open-source software.** Some parts of nowbie are based on open-source software, governed by their own licenses. The list, with the full text of each license, is available in the app in Settings › About.

Article 15: AI: what you need to know

15.1. **Texts are produced by an AI.** nowbie is designed to find the words without adding anything to what you said: it is the rule every persona follows. Like any AI tool, it is still not infallible: a misheard word, a misspelled name, a lost nuance. If a text adds or leaves out information compared with what you said, that is a defect: tell us (article 12). Always read the text before you send it.

15.2. **You remain the author of what you send.** You decide whether to send or publish a text, and you are responsible for its content and use, in particular towards the people who receive it.

15.3. **No medical use.** Do not use nowbie to give medical advice or in a care practice: Google's terms prohibit it.

15.4. **Transparency.** The European AI law (Regulation (EU) 2024/1689, Article 50) requires certain AI-generated texts to be recognisable as such by a machine. nowbie or its AI provider may therefore add an invisible marking intended for this purpose to generated texts. If you publish a text generated by nowbie to inform the public on a matter of public interest, without human review or editorial responsibility, the law may require you to state that it was generated by AI.

Article 16: What is not allowed

By using nowbie, you agree not to:

- produce or distribute unlawful content: harassment, threats, defamation, hateful content, breaches of privacy or of other people's rights, fraud, spam;
- produce content contrary to Google's Generative AI Prohibited Use Policy;
- use our servers outside the nowbie app, automate or script requests, circumvent the limits, the quota or the one-trial-per-Mac rule, resell or share access to your account;
- try to compromise the security of nowbie or its users;
- integrate nowbie into a service aimed at minors;
- dictate personal information about other people without a legitimate reason. You are responsible, towards the people you talk about, for what you dictate.

Article 17: Suspension and termination by nowbie

17.1. If you seriously breach article 16, we first write to you asking you to remedy it within 8 days. Without a reply or a fix, we may suspend your access or terminate your subscription and your account, in proportion to the breach. A declined payment is not covered by this article but only by article 8.6: the email telling you about the failure is the written notice asking you to settle it, and rewriting is suspended, and the subscription ends, under the conditions and within the time limits of article 8.6.

17.2. We may act without prior notice only in an emergency: manifestly unlawful content, a threat to security, a serious infringement of someone else's rights, or a risk that our AI provider suspends the service for all users. We then inform you immediately, with our reasons.

17.3. You can challenge our decision by writing to hello@nowbie.app.

17.4. If we terminate your subscription, we refund the unused part of the paid period.

17.5. If we decide to discontinue nowbie, we tell you by email at least two months in advance and refund the unused part of the paid period.

Article 18: Liability

18.1. We are liable, under the conditions provided by law, for properly performing our obligations. Nothing in these terms limits the rights the law gives you as a consumer, in particular the legal guarantees and your right to compensation if we fail to meet our obligations.

18.2. We are not liable for damage resulting from:

- use of nowbie contrary to these terms;
- a text you chose to send or publish;
- a problem with your Mac, your internet connection or your macOS settings that is not attributable to us;
- force majeure within the meaning of article 1218 of the French Civil Code.

18.3. You are liable for damage you cause, to us or to third parties, by not complying with article 16.

Article 19: Your personal data

nowbie keeps no dictation on its servers. For rewriting, your dictation is sent to Google's Gemini AI, which does not use it to train its models and keeps it only for the limited time set for abuse prevention. Your history stays on your Mac. Everything is detailed in the privacy policy.

Article 20: Changes to these terms

20.1. We may change these terms for a valid reason: a change in the law, a new feature, a change in the service.

20.2. We tell you by email at least 30 days before the new version comes into force, stating what changes.

20.3. If you are a subscriber, the price, duration and essential characteristics of the period already paid do not change. The new version applies from your next renewal. If you do not accept it, cancel before that date, free of charge.

20.4. If you are not a subscriber, the new version applies on the announced date. If you do not accept it, you can close your account.

20.5. A change required by law, a court or an authority may apply sooner; we tell you as soon as possible.

Article 21: Complaints

21.1. For any complaint, write to hello@nowbie.app or by post (article 1), or call us at +33 6 13 26 96 54. We answer you in writing.

21.2. If we cannot find a solution together, you can go to court under the conditions of article 22.

Article 22: Governing law and courts

22.1. These terms are governed by French law. If you are a consumer living in another European Union country, you keep the protection of the mandatory rules of the law of your country of residence.

22.2. In the event of a dispute, you may, at your choice, bring proceedings before one of the courts with jurisdiction under the French Code of Civil Procedure, or before the court of the place where you lived when the contract was concluded or when the harmful event occurred. If you live in another European Union country, you may also bring proceedings before the courts of your country. We can only bring proceedings against you before the courts of the country where you live.

Article 23: Miscellaneous

23.1. **Transfer of the contract.** We may transfer this contract to another company, for example if the nowbie business is sold, provided your rights are not reduced. We tell you in advance; you may then cancel free of charge.

23.2. **Invalid clause.** If a clause of these terms is held invalid, the others remain in force.

23.3. **No waiver.** If we do not enforce a right at a given time, this does not mean we waive it.

23.4. **Communications.** We write to you at your account's email address. Remember to check your spam folder.

Annex 1: Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To Facts SAS, 26 rue Bosquet, 75007 Paris, France, hello@nowbie.app, phone: +33 6 13 26 96 54:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/ for the provision of the following service (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

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Annex 2: Articles of the French Consumer Code reproduced

As required by article L215-4 of the French Consumer Code, the full text of articles L215-1 to L215-3 and L241-3 is reproduced below, first in French (the legally binding text, version in force on 12 October 2026), then in an unofficial English translation.

French text

Article L215-1

Pour les contrats de prestations de services conclus pour une durée déterminée avec une clause de reconduction tacite, le professionnel prestataire de services informe le consommateur par écrit, par lettre nominative ou courrier électronique dédiés, au plus tôt trois mois et au plus tard un mois avant le terme de la période autorisant le rejet de la reconduction, de la possibilité de ne pas reconduire le contrat qu'il a conclu avec une clause de reconduction tacite. Cette information, délivrée dans des termes clairs et compréhensibles, mentionne, dans un encadré apparent, la date limite de non-reconduction.

Lorsque cette information ne lui a pas été adressée conformément aux dispositions du premier alinéa, le consommateur peut mettre gratuitement un terme au contrat, à tout moment à compter de la date de reconduction.

Les avances effectuées après la dernière date de reconduction ou, s'agissant des contrats à durée indéterminée, après la date de transformation du contrat initial à durée déterminée, sont dans ce cas remboursées dans un délai de trente jours à compter de la date de résiliation, déduction faite des sommes correspondant, jusqu'à celle-ci, à l'exécution du contrat.

Les dispositions du présent article s'appliquent sans préjudice de celles qui soumettent légalement certains contrats à des règles particulières en ce qui concerne l'information du consommateur.

Par exception au premier alinéa du présent article, pour les contrats de fourniture de service de télévision au sens de l'article 2 de la loi n° 86-1067 du 30 septembre 1986 relative à la liberté de communication et pour les contrats de fourniture de services de médias audiovisuels à la demande, le consommateur peut mettre gratuitement un terme au contrat, à tout moment à compter de la première reconduction, dès lors qu'il change de domicile ou que son foyer fiscal évolue.

Article L215-1-1

Lorsqu'un contrat a été conclu par voie électronique ou a été conclu par un autre moyen et que le professionnel, au jour de la résiliation par le consommateur, offre au consommateur la possibilité de conclure des contrats par voie électronique, la résiliation est rendue possible selon cette modalité.

A cet effet, le professionnel met à la disposition du consommateur une fonctionnalité gratuite permettant d'accomplir, par voie électronique, la notification et les démarches nécessaires à la résiliation du contrat. Lorsque le consommateur notifie la résiliation du contrat, le professionnel lui confirme la réception de la notification et l'informe, sur un support durable et dans des délais raisonnables, de la date à laquelle le contrat prend fin et des effets de la résiliation.

Un décret fixe notamment les modalités techniques de nature à garantir une identification du consommateur et un accès facile, direct et permanent à la fonctionnalité mentionnée au deuxième alinéa, telles que ses modalités de présentation et d'utilisation. Il détermine les informations devant être fournies par le consommateur.

Article L215-2

Les dispositions du présent chapitre, à l'exception de l'article L. 215-1-1, ne sont pas applicables aux exploitants des services d'eau potable et d'assainissement.

Article L215-3

Les dispositions du présent chapitre sont également applicables aux contrats conclus entre des professionnels et des non-professionnels.

Article L241-3

Lorsque le professionnel n'a pas procédé au remboursement dans les conditions prévues à l'article L. 215-1, les sommes dues sont productives d'intérêts au taux légal.

Unofficial English translation

Article L215-1. For contracts for the provision of services concluded for a fixed term with a tacit renewal clause, the service provider shall inform the consumer in writing, by a dedicated personal letter or email, no earlier than three months and no later than one month before the end of the period during which renewal may be refused, of the possibility of not renewing the contract concluded with a tacit renewal clause. This information, given in clear and understandable terms, shall state, in a conspicuous box, the deadline for non-renewal.

Where this information has not been sent in accordance with the first paragraph, the consumer may terminate the contract free of charge at any time from the renewal date.

Advance payments made after the last renewal date or, for contracts of indefinite duration, after the date on which the initial fixed-term contract was converted, shall in that case be refunded within thirty days of the termination date, after deduction of the amounts corresponding, up to that date, to the performance of the contract.

The provisions of this article apply without prejudice to those which by law subject certain contracts to specific rules on consumer information.

By way of exception to the first paragraph of this article, for contracts for the supply of television services within the meaning of article 2 of law no. 86-1067 of 30 September 1986 on freedom of communication and for contracts for the supply of on-demand audiovisual media services, the consumer may terminate the contract free of charge at any time from the first renewal, if they move home or their tax household changes.

Article L215-1-1. Where a contract was concluded electronically, or was concluded by another means and the trader, on the day of termination by the consumer, offers the consumer the possibility of concluding contracts electronically, termination shall be possible by that means.

To that end, the trader shall make available to the consumer a free feature allowing the consumer to carry out electronically the notification and steps necessary to terminate the contract. When the consumer notifies termination of the contract, the trader shall confirm receipt of the notification and inform the consumer, on a durable medium and within a reasonable time, of the date on which the contract ends and of the effects of the termination.

A decree sets, in particular, the technical arrangements ensuring identification of the consumer and easy, direct and permanent access to the feature mentioned in the second paragraph, such as how it is presented and used. It determines the information to be provided by the consumer.

Article L215-2. The provisions of this chapter, except article L. 215-1-1, do not apply to operators of drinking water and sanitation services.

Article L215-3. The provisions of this chapter also apply to contracts concluded between traders and non-traders.

Article L241-3. Where the trader has not made the refund under the conditions provided in article L. 215-1, the sums due bear interest at the statutory rate.