General Terms of Use

Version of 24/11/2026 — effective from 24/11/2026

This is a translation of the French « Conditions générales d'utilisation ». In the event of any discrepancy, the French version prevails.

ARTICLE 1

Purpose

These general terms of use (the "Terms of Use") govern access to and use of the website https://www.nyoon.com (the "Site") by anyone visiting it (the "User"). The Site is published by Nyoon, whose details appear in the legal notice. Purchases are also governed by the general terms of sale (the "Terms of Sale").

By browsing the Site, the User accepts the Terms of Use in force. Nyoon may amend them at any time; the applicable version is the one online when the Site is visited.

ARTICLE 2

Adult content

The Site presents products intended for adults. It is reserved for persons aged 18 or over. Minors must not visit it or create an account on it. Parents are advised to use parental control tools.

ARTICLE 3

Access to the Site

The Site is accessible free of charge, excluding the cost of the internet connection, which is borne by the User. Nyoon endeavours to ensure continuous access to the Site but may interrupt it, in particular for maintenance, updates or in the event of an incident, without this giving rise to any compensation. To protect the Site against abuse and bots, certain pages and forms may be subject to automatic verification.

ARTICLE 4

Customer account

4.1. The User can order without creating an account. The User may also create a customer account, either by entering an e-mail address and a password, or by signing in with a Google account where this option is offered.

4.2. The User undertakes to provide accurate information and keep it up to date. Login details are personal and confidential; the User is responsible for keeping them safe and for any use of their account. In the event of loss or unauthorised use, the User informs Nyoon without delay.

4.3. The User may request deletion of their account at any time by writing to admin@nyoon.com or with the “My personal data” form. Nyoon may suspend or delete an account in the event of a breach of the Terms of Use, after informing the User except in an emergency or where required by law; orders in progress are still fulfilled in accordance with the Terms of Sale.

ARTICLE 5

Reviews and User content

5.1. Only a User with an account may post a review, and only of a Product included in one of their delivered orders. A review consists of a rating from 1 to 5 and a text. It is published under the account's display name, which the User can change at any time in the "Account details" section of their account.

5.2. The User undertakes that their review is honest and reflects their own experience of the Product. As the Site is reserved for adults, a review may describe the use of the Product explicitly. It must not contain any unlawful, abusive, defamatory, discriminatory or hateful content, any personal data of third parties, or anything infringing privacy or third-party rights.

5.3. Every review is read by Nyoon before publication. Nyoon may refuse or remove a review that does not comply with this article. Nyoon does not modify the content of reviews; it may offer a translation, presented as such, with the original review displayed by default. Reviews are displayed from newest to oldest and no consideration is given for them. The "Verified purchase" label indicates a review that Nyoon has checked corresponds to an actual purchase of the Product.

5.4. The User may edit or delete their review at any time from the "My reviews" section of their account. An edited review is read again by Nyoon before being republished. Nyoon may reply to a review; the reply is only visible to the author of the review, in their account.

5.5. By posting a review, the User grants Nyoon, free of charge and for the duration of the rights, the right to reproduce, translate and publish it on the Site and on Nyoon's social media accounts. For the Site, this permission ends when the User deletes their review.

ARTICLE 6

Affiliate programme

6.1. Nyoon offers an affiliate programme enabling a registered User (the "Affiliate") to earn a commission on orders placed with their promo code or affiliate link. Registration takes place on the dedicated page of the Site and may be subject to approval by Nyoon.

6.2. The amount of the commission, the conditions for earning it and the payment terms are set out in the affiliate area. No commission is due on an order that is cancelled, refunded or withdrawn from.

6.3. The Affiliate undertakes to promote the Site fairly, to clearly disclose to their audience the commercial nature of their link or code (for example with the words "paid partnership" or "affiliate link"), not to use the Nyoon trademark in domain names or paid advertisements without written consent, and to comply with applicable regulations, in particular on advertising and commercial influence. The Affiliate acts independently and is solely responsible for their own social security and tax obligations.

6.4. Nyoon may terminate an Affiliate's participation in the event of breach, fraud or damage to its image; commissions earned in good faith remain payable.

ARTICLE 7

User conduct

The User undertakes to use the Site for its intended purpose and in accordance with the law. In particular, the User must not compromise the security or operation of the Site (intrusion, large-

scale automated extraction of content, sending viruses, circumventing protection measures, attempted payment fraud), impersonate a third party or use the Site for unlawful purposes. Nyoon may take any appropriate measures, including blocking access and legal action.

ARTICLE 8

Intellectual property

8.1. The Site and each of its elements (texts, photographs, videos, illustrations, characters, logos, trademarks, designs, graphic identity, code) are protected by intellectual property law. The "Nyoon" trademark and the Nyoon spiral logo are trademarks registered with the French Intellectual Property Office (INPI); several Nyoon Product designs are also registered there.

8.2. The illustrations of the Nyoon characters are created by independent artists, who remain their authors; Nyoon holds the commercial exploitation rights to these illustrations under the contracts concluded with them. The Nyoon characters are the exclusive property of Nyoon.

8.3. Except for strictly private use or short quotations citing the source, any reproduction, representation, adaptation or exploitation of all or part of the Site without Nyoon's prior written permission is prohibited and constitutes infringement.

ARTICLE 9

Hyperlinks

The Site may contain links to third-party websites over which Nyoon has no control and for which it is not responsible. Linking to the Site is permitted, provided the link does not present Nyoon in a misleading or disparaging way; Nyoon may request the removal of a link.

ARTICLE 10

Liability

Nyoon uses reasonable means to ensure the accuracy of the information published and the security of the Site, but cannot guarantee that it is entirely free of errors or interruptions. Users are responsible for protecting their own equipment and data. These provisions do not limit the rights the User has under the law, nor Nyoon's commitments under the Terms of Sale.

ARTICLE 11

Reporting unlawful content

Any manifestly unlawful content on the Site can be reported to admin@nyoon.com, stating the nature of the content, where it is located and why it is considered unlawful. Nyoon handles reports as quickly as possible.

ARTICLE 12

Personal data and cookies

Users' personal data and cookies are handled in accordance with the Site's privacy policy.

ARTICLE 13

Governing law

These Terms of Use are governed by French law, without prejudice to any more protective mandatory provisions of the law of the country of residence of a consumer User. Disputes are brought before the competent courts under the conditions set out in Article 15 of the Terms of Sale.