

Terms and Conditions of Use (TCU)

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1. Company Identification

The Website and the Services described in these general service conditions (hereinafter referred to as the « TCU ») are published, operated, and provided by the company Super Web Lab SL, whose full contact details are available [by clicking here](#).

The Website is hosted by the company whose contact details are available [by clicking here](#).

2. Purpose

The purpose of these TCU is to define the terms and general conditions under which the Company offers Services, subject to subscribing to a Subscription on the Website it publishes at the following address: <https://wenony.uk/>.

3. Contact the Company

The customer service of the Website can be contacted at the contact details available [by clicking here](#).

The Company will make its best efforts to respond, during Business Days and Hours, to the Client's requests.

The Client acknowledges and accepts that this assistance only concerns the use of the Website, Services, Notices, and Documents and cannot have any legal nature.

4. Definitions

For the purposes of these TCU, the capitalized terms, whether used in the singular or plural, have the following meaning:

- **Subscription:** refers to the periodic contract to which the Client has subscribed with the Company on the Website to benefit from access to the Services;
- **Device:** refers to any type of household appliance of all brands for which the Company provides Technical Sheets and Notices;
- **Client:** refers indistinctly to any adult person; the Consumer Client or the Professional Client having subscribed to the Services;
- **Account:** refers to the personal interface made available to the Client by the Company on the Website, accessible with a personal username and password, containing in particular the Client's identification information. The Account is accessible on the Website under the "My Account" section;
- **Personal Data:** refers to the personal data of Clients collected and processed by the Company as part of the Services, under the conditions and terms defined in the Privacy Policy;
- **Expert:** refers to the professional technician authorized to assist the Client as part of the Services via Videoconference;
- **Technical Sheets:** refers to the detailed document of a Device that provides specific information on the characteristics and performance of the Device;
- **Business Days and Hours:** refer to the weekdays, Monday to Friday from 9 am to 6 pm, excluding public holidays in France;
- **Notices:** refers to all the information provided by the manufacturer of a Device containing essential information on the use, maintenance, and safety of the Device. It includes but is not limited to: installation instructions, user manual, safety instructions, maintenance and cleaning, troubleshooting, warranty;
- **Trial Offer:** refers to the trial period of the Services for a determined duration of 48 hours, at the end of which the Client is automatically charged the Subscription price with the provided payment method, unless the latter terminates the Services before the expiration of the Trial Offer;
- **Privacy Policy:** refers to the privacy and Personal Data protection policy implemented by the Company and accessible by clicking here, which is an integral part of these TCU;
- **Repairer:** refers to the natural or legal person that the Company solicits to obtain quotes regarding one or more repair requests, and/or that the Company solicits to perform all or part of the Services. The Repairer acting individually and independently of the Service must imperatively subscribe to professional liability insurance covering its activity;
- **Services:** refer to the paid services provided by the Company under the Subscription, which are described in article 6 of the TCU;
- **Website:** refers to the online service published by the Company, accessible at the URL address <https://wenony.uk/>;

- **Company:** refers to the company Super Web Lab SL, a limited liability company under Spanish law, registered with the Madrid Commercial Register under number NIF B13982145, whose registered office is located at Av Diagonal, 598, 6º1ª 08021 Barcelona, with the intra-community VAT number: ESB13982145.
- **Videoconference:** tool for connecting via existing platforms (Skype, FaceTime, WhatsApp, etc.) between an Expert and a Client to provide remote assistance to the Client;

5. Acceptance - Modification of the TCU

Subscription to the Services is accessible to any consumer internet user.

Subscription to the Services offered by the Company implies the acceptance without restriction or reservation of these TCU by the Client.

These TCU may be subject to modifications at any time, the applicable TCU are those in effect and accessible on the Company's Website on the date of subscription or use by the Client of the Services.

The Client is informed that the Subscription price may be subject to revision by the Company at any time at its sole discretion.

The Client will be informed of these modifications by the Company by email at least two (2) months before the entry into force of the new rates.

The Client who does not accept the new rate can terminate their Subscription according to the terms referred to in article 7.3.2 of these TCU.

6. Description of the Services

The Services offered under the Subscription by the Company on the Website are notably the following:

6.1. Provision of Technical Sheets

The Company offers the Client, via their Account, access to a database of Technical Sheets corresponding to a Device, according to the types and brands of Devices available on the Site, which they can select via the search bar available on the Site.

The Client can download as many Technical Sheets as they wish during the validity period of their Subscription, under the conditions and limits of "reasonable use".

The Client acknowledges that the Technical Sheets are made available solely for their personal use and that no third party should be able to access them, subject to the provisions of article 8.2.

The Client acknowledges that the Company assumes no liability in this regard.

6.2. Provision of Notices

The Service provided by the Company consists of offering the Client via their Account access to a database containing Notices, according to the types and brands of Devices available on the Site, which they can search via the search bar available on the Site.

The Client can download as many Notices as they wish during the validity period of their Subscription, under the conditions and limits of "reasonable use".

The Client acknowledges that the Notices are made available solely for their personal use and that no third party should be able to access them, subject to the provisions of article 8.2.

The Client acknowledges that the Company assumes no liability in this regard.

6.3. Call to an Expert via Videoconference

The Company offers a remote appliance assistance and repair service.

In this context, the Client is required to make an appointment on the Site for a Videoconference call with one of the Experts to obtain assistance in diagnosing the origin of the malfunction and repairing their malfunctioning Device.

If following the assistance via Videoconference, the Device malfunction persists, the Client can benefit from a home intervention for troubleshooting and repairing their Device.

6.4. Home Troubleshooting and Repair

The Company offers a home appliance troubleshooting and repair service depending on the area.

The Company undertakes to appoint a Repairer to intervene at the Client's home.

In this context, the Company offers the Client different intervention slots via the Site. It is up to the Client to correctly and completely provide the information relating to the Device and their Personal Data so that the Company can execute the Services.

The Company cannot be held responsible for the Client's lack of diligence when subscribing to the Services and making an appointment for the intervention, and consequently for incorrect contact details, with their consequences on the delivery of the Services, particularly the Repairer's intervention.

If necessary as part of the Device repair, or at the Client's request, the Repairer may offer to sell spare parts to the Client.

7. Terms of Subscription to the Services

7.1. Account Creation

The Client must create an Account on the Website to benefit from the Services. Creating the Account implies subscribing to a Subscription, prior acceptance of the TCU, and the Privacy Policy.

The Account will be definitively created after the payment of the Trial Offer.

To create an Account, the Client must provide the Company with the information requested and necessary for their identification.

Among the Personal Data provided, the Client provides a valid and functional email address that can be used as their Account identifier and is operational, with the Client responsible for making any necessary changes to said email address in a timely manner.

The Client guarantees the accuracy, sincerity, and reliability of the information provided for the creation of their Account and undertakes to keep it updated regularly and promptly.

Consequently, the Company cannot be held responsible for the Client's lack of diligence in modifying and/or updating the information concerning them.

In the event of erroneous or seemingly misleading information, the Company reserves the right, by operation of law (i) to suspend or terminate any contractual relationship with the Client (ii) and/or to suspend the latter's access to their Account.

The Client is solely authorized to access and use the Services using their username and password.

These elements are strictly personal: the Client undertakes to keep them confidential and not to transmit them to third parties.

Any access to the Account with the Client's username and password is deemed to have been carried out by the latter and under their responsibility.

Therefore, in case of loss, theft, or any fraudulent act concerning the Client's username and password, it is up to the Client to inform the Company as soon as possible and, if necessary, at the Company's request, to justify their identity by any means.

7.2. Subscription to the Subscription

Subscribing to the Subscription allows access to the various available Services. Subscription to the Subscription is done from the Account by completing the information requested on the dedicated page of the Website.

Once the Subscription is paid and finalized, a written confirmation is sent to the Client by email, summarizing the Subscription subscribed, the price, and the terms of use of the Services, if applicable.

7.3. Duration – Renewal – Termination

7.3.1. Duration – Renewal

The Client subscribes to the Services for a Subscription of a determined duration of 12 full months, which will be automatically renewed for an identical duration, unless terminated by the Client at any time up to thirty (30) days before the renewal deadline under the conditions of article 7.3.2.

7.3.2. Termination for Convenience

To terminate the Services, the Client must log in to their Account and select the "unsubscribe" section. The Client is informed that their termination request will take effect from the month following the request, the price amount for the started Subscription period is due by the Client.

7.3.3. Suspension and/or Termination for Fault

Failure to comply with all or part of the obligations subscribed under these TCU, and in particular regarding any payment incident of the Subscription price, may result in the Company's right to suspend and/or terminate the Account and/or the Subscription and/or refuse the Client any new Subscription until their situation is regularized.

7.4. Price - Payment Terms of the Subscription

The prices indicated on the Website are expressed in euros, excluding taxes and all taxes included, for a flat-rate access to the Services and for the duration indicated in article 7.3.1.

Payment for the Services is made by credit card or SEPA direct debit exclusively.

Payment is made on the Website through a secure banking platform, which is managed by a third-party company. In this context, the Company does not have access to the Client's payment information at any time and cannot be held responsible in case of fraudulent use of the payment methods used.

Subscribing to a Subscription implies authorization for direct debit on the Client's payment method at the time of subscription.

The Client is informed that the receipt of their payment will be available from their Account.

7.5. Right of Withdrawal Applicable to the Client

If you are a Consumer Client: please refer to the specific provisions for the Consumer Client

If you are a Professional Client: please refer to the specific provisions for the Professional Client

8. Intellectual Property

8.1. Copyright on the Website

The Company holds all intellectual property rights relating to the Website.

The Client's access to the Website does not confer any rights on the intellectual property rights relating to the Website, which remain the exclusive property of the Company.

The Client is prohibited from reproducing, representing, modifying, transmitting, publishing, adapting, on any medium whatsoever, by any means whatsoever, or exploiting in any way whatsoever, all or part of the Website without the prior written authorization of the Company.

8.2. Copyright on Technical Sheets and Notices

The Company grants the Client, as necessary, a personal and non-transferable license to use the Technical Sheets and Notices made available to them from the Website for the Client's territory, and for strictly personal use, excluding any other purpose, particularly directly or indirectly commercial.

This license includes in particular the right for the Client to locally save the selected Technical Sheets and Notices on their computer terminal.

8.3. Distinctive Signs

The trademarks, logos, corporate names, acronyms, trade names, signs, and/or domain names of the Company and/or its business partners mentioned on the Website and/or Services, made available by the Company on the Website, constitute distinctive signs that cannot be used without the express and prior authorization of their owner.

Any representation and/or reproduction and/or partial or total exploitation of these distinctive signs is therefore prohibited and constitutes trademark infringement, usurpation of corporate name, trade name, and domain name engaging the tortious civil liability of its author.

8.4. Hypertext Links

The hypertext links accessible on the Website and/or within the framework of the Services, towards other websites and generally towards all existing resources on the Internet, do not engage the Company's responsibility.

The Client cannot in any case set up hypertext links to deep pages of the Site, allowing access to the Services, and this, by any technical process intended to bypass the Client's identification field or to proceed with the extraction of all or part of the content of the Services made available by the Company.

The "framing" technique is prohibited, except with the express and prior authorization of the Company.

8.5. Databases

The Client irrevocably acknowledges that the Website and the Services, including the structure and/or arrangement of the Notices, consist of one or more databases made available to Clients by the Company as the producer of said databases within the meaning of the provisions of articles L.341-1 and following of the Intellectual Property Code.

Therefore, in accordance with the provisions of article L. 342-1 of the same Code, the Client is prohibited from proceeding with:

- the extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of one or more of the databases accessible on the Website and/or the Services, including the structure and/or arrangement of the Notices, onto another medium, by any means and in any form whatsoever, including for use or consultation by a medium and/or process not authorized by the Company;
- the reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the content of one or more of the databases accessible on the Website and/or the Services, including the structure and/or arrangement of the Notices, in any form whatsoever, including by a hypertext link, a medium and/or process not authorized by the Company;
- the constitution, edition, maintenance, updating, import, export, making available to third parties, free of charge or for a fee, and participation in the aforementioned acts, of a competing database derived from all or part of one or more of the Company's databases;
- viewing on a screen by another process or medium than those by which the Company intends to disclose the Website and the Services, including the structure and/or arrangement of the Notices;
- in general, any extraction, use, storage, reproduction, representation, or conservation, direct or indirect, partial or total, including in buffer or temporary memory, qualitatively or quantitatively substantial of the content of one or more of the Company's databases, committed by one of the processes mentioned above is strictly prohibited, including by a medium not authorized by the Company.

8.6. Content of the Services

The Client acknowledges and accepts that the private and personal use granted to them by the Company, under the access to its Services, excludes in particular access to the Services for collective use of its content, reproduction, representation, resale, exchange, rental, transfer to a third party, modification, adaptation, correction, both free of charge and for a fee, of all or part of the Website, Services, and their contents.

The Client acknowledges and accepts that the private and personal use granted to them by the Company, under the access to its Services, excludes in particular access to the Services for collective use of its content, reproduction, representation, resale, exchange, rental, transfer to a third party, modification, adaptation, correction, both free of charge and for a fee, of all or part of the Website, Services, and their contents.

9. Availability of the Website

The Company makes its best efforts to make its Website and Services available 24 hours a day, 7 days a week, independently of maintenance operations, including the server(s) on which the Website and/or Services are hosted. However, the Company reserves the right to modify, interrupt, at any time, temporarily for a reasonable duration all or part of the Website and/or Services, without prior information to the Client and without any right to compensation for the latter.

The Company reserves the right to broadcast advertising or promotional messages on the Website, including as part of the Services.

10. Warranties and Liability

By accessing the Website, the Client declares, warrants, and undertakes to:

- access and use the Website and/or Services in good faith, reasonably, not contrary to the terms of these TCU;
- not use devices or software other than those provided by the Company intended to i) affect or attempt to affect the proper functioning of the Website and/or Services ii) or to extract, modify, consult, even in buffer or temporary memory, or for individualized use, all or part of the Website and/or Services and/or Documents and/or Files;

- not access and/or use the Website and/or Services and/or Documents and/or Files for illegal purposes and/or with the aim of harming the reputation and/or image of the Company and/or third parties, or more generally to infringe the rights, including intellectual property rights, of the Company and/or third parties;
- not directly or indirectly commercialize Documents and/or Files, the Services and/or access to the Services and/or the Site and/or Documents and/or Files;
- not limit access and use of the Site and/or Services;
- ensure that the use of the Site and/or Services does not affect, nor compromise the stability, security, and quality of the Website and/or Services, networks, bandwidth, or infrastructures of the Company, and/or third parties;
- not contravene the provisions of articles 323-1 to 323-7 of the Penal Code punishing so-called "hacking" practices;

In case of breach of one or other of these obligations, without this list being exhaustive, the Client is informed that the Company will have the option to refuse or suspend, unilaterally and without prior notification, access to all or part of the Services and/or the Site and to suspend, if necessary, access to their Account.

The Client is solely responsible for the use they make of the Website, as well as the Services they access from the Website.

The Company can in no way be held responsible in the context of a procedure initiated against the Client who would have been guilty of non-compliant use of the Website and/or Services.

The Client acknowledges and accepts in this regard that they will personally handle any claim or procedure filed against the Company, due to their non-compliant use of the Services and/or the Website.

The Company undertakes to make available from its Website Notices as is, without any guarantee as to their effectiveness, completeness, effectiveness, or on the consequences of their use by the Client within the framework of the Services, except for applicable legal guarantees.

Finally, the Client acknowledges that the Company's liability cannot be engaged in the following cases:

- in case of misuse of the Services and/or Website by the Client and in particular in conditions not compliant with the terms of these TCU;
- failure or malfunction of the Internet and communication network;
- any malfunction of any kind related to the Client's computer equipment as well as their Internet access connection, when accessing the Website and more generally to the Services;
- problems with access speed to the Website and/or Services and/or buffering speed of the Client's computer that they may encounter;
- serious fault of the Client;
- in case of unavailability of the Services for reasons such as failure of the public electricity network, failure of wired telecommunications networks, loss of connectivity to the Internet network due to public or private operators, including the Internet user, for any reason whatsoever, including strikes, storms, earthquakes, or any other cause having the characteristics of force majeure;
- if the execution of one of its obligations is prevented or delayed due to a case of force majeure as defined by article 1218 of the Civil Code, including natural disasters, fires, malfunction or interruption of the telecommunications network or the electrical network;

11. Personal Data Protection

The Client's Personal Data is processed in accordance with the Privacy Policy, accessible [by clicking here](#).

12. Miscellaneous Provisions

12.1. Correspondence – Proof

Unless otherwise specified in these TCU, correspondence exchanged between the Company and the Client is exclusively conducted by email.

In accordance with articles 1366 and following of the Civil Code, the Client acknowledges and accepts that the information provided by the Company by email and on the Account is binding between them and the Company.

Elements such as the time of receipt or transmission, as well as the quality of the data received, will be binding as a priority as they appear on the Account, or as authenticated by the Company's computerized procedures, unless proven otherwise in writing by the Client.

The evidential value of the information thus provided by the Account is that granted to an original in the sense of a paper written document, signed in a handwritten manner.

12.2. Entirety of the TCU

These TCU express the entirety of the obligations of the Company and the Client. 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, cannot be interpreted for the future as a waiver of the obligation in question.

12.3. Partial Invalidity

In the event that one or more stipulations of these TCU are considered null, deemed unwritten, or declared as such pursuant to a law, regulation, or following a decision of a competent court having the authority of res judicata in the last resort, the other stipulations will retain all their force and scope and will remain fully applicable, unless the invalid stipulation(s) were substantial and their disappearance called into question the contractual balance.

12.4. Titles

In case of interpretation difficulties between one of the titles appearing at the head of the clauses of these TCU and one of the clauses, the titles will be declared non-existent.

12.5. Applicable Law and Dispute Resolution

These TCU are subject to French law.

In case of a dispute that may arise in connection with these TCU, their interpretation and their consequences or with the acts supplementing or modifying them, the Client will approach the Company to attempt to obtain an amicable solution. Any claim to the Company must be made in writing.

Failing amicable resolution, the Client may choose:

1. To resort to an amicable mediation solution within a maximum period of one (1) year from their written claim made by the Client to the Company by seizing:
 - (i) To resort to an amicable mediation solution within a maximum period of one (1) year from their written claim made by the Client to the Company by seizing:
 - Fill out the form on the CMAP website, "you are a consumer" tab accessible at the following URL address: CMAP Site.
 - Send their request by mail to the postal address: CMAP (Consumer Mediation Service) – 39 avenue Franklin D. Roosevelt – 75008 Paris
 - Send an email to the following address: consommation@cmap.fr.
 - The phone number is: 01 44 95 11 40
 - (ii) either by using the online dispute resolution system accessible at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>, it being specified that the proposed mediation process cannot be a prerequisite for a referral to the competent courts for the Client.
- The Client is informed that they can in any case resort to conventional mediation in accordance with the provisions of articles L 611-1 and following of the Consumer Code.
2. To bring their claim before the competent French courts.

Specific Provisions for Consumer Clients

Contract Duration

Article L215-1 of the Consumer Code

« For service contracts concluded for a determined duration with a tacit renewal clause, the professional service provider informs the consumer in writing, by nominative letter or dedicated email, at the earliest three months and at the latest one month before the end of the period authorizing the rejection of the renewal, of the possibility of not renewing the contract they have concluded with a tacit renewal clause. This information, delivered in clear and understandable terms, mentions, in an apparent box, the deadline for non-renewal.

When this information has not been addressed to them in accordance with the provisions of the first paragraph, the consumer can terminate the contract free of charge, at any time from the date of renewal.

Advances made after the last renewal date or, in the case of indefinite duration contracts, after the date of transformation of the initial fixed-term contract, are in this case reimbursed within thirty days from the date of termination, less the sums corresponding, up to that date, to the execution of the contract.

The provisions of this article apply without prejudice to those that legally subject certain contracts to specific rules regarding consumer information.

By exception to the first paragraph of this article, for television service supply contracts within the meaning of article 2 of law no. 86-1067 of September 30, 1986, relating to freedom of communication and for on-demand audiovisual media service supply contracts, the consumer can terminate the contract free of charge, at any time from the first renewal, as soon as they change residence or their tax household evolves. »

Article L215-3 of the Consumer Code

« The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals. »

Article L241-3 of the Consumer Code

« When the professional has not proceeded with the reimbursement under the conditions provided for in article L. 215-1, the amounts due are productive of interest at the legal rate. »

Legal Guarantees

« The consumer has a period of two years from the provision of digital content or digital service to obtain the implementation of the legal guarantee of conformity in case of the appearance of a lack of conformity. During a period of one year from the date of provision, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all necessary updates to maintain the conformity of the digital content or digital service.

The legal guarantee of conformity gives the consumer the right to have the digital content or digital service brought into conformity without unjustified delay following their request, free of charge and without major inconvenience for them.

The consumer may obtain a price reduction while retaining the digital content or digital service, or they may terminate the contract by obtaining a full refund against renunciation of the digital content or digital service, if:

1° The professional refuses to bring the digital content or digital service into conformity;

2° The bringing into conformity of the digital content or digital service is delayed in an unjustified manner;

3° The bringing into conformity of the digital content or digital service cannot occur without costs imposed on the consumer;

4° The bringing into conformity of the digital content or digital service causes a major inconvenience for the consumer;

5° The non-conformity of the digital content or digital service persists despite the professional's unsuccessful attempt to bring it into conformity.

The consumer also has the right to a price reduction or contract termination when the lack of conformity is so severe that it justifies the immediate price reduction or contract termination. The consumer is then not required to request the prior bringing into conformity of the digital content or digital service.

In cases where the lack of conformity is minor, the consumer is only entitled to contract cancellation if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or digital service for its bringing into conformity suspends the guarantee that remained to run until the provision of the digital content or digital service again in conformity.

The rights mentioned above result from the application of articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

The professional who obstructs in bad faith the implementation of the legal guarantee of conformity incurs a civil fine of up to 300,000 euros, which can be increased to 10% of the average annual turnover (article L. 242-18-1 of the Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee gives the right to a price reduction if the digital content or digital service is retained or to a full refund against renunciation of the digital content or digital service. »

« The consumer has the right to the implementation of the legal guarantee of conformity in case of the appearance of a lack of conformity during a period of thirty (30) days from the provision of the digital content or digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all necessary updates to maintain the conformity of the digital content or digital service during thirty (30) days.

The legal guarantee of conformity gives the consumer the right to have the digital content or digital service brought into conformity without unjustified delay following their request, free of charge and without major inconvenience for them.

The consumer may obtain a price reduction while retaining the digital content or digital service, or they may terminate the contract by obtaining a full refund against renunciation of the digital content or digital service, if:

1° The professional refuses to bring the digital content or digital service into conformity;

2° The bringing into conformity of the digital content or digital service is delayed in an unjustified manner;

3° The bringing into conformity of the digital content or digital service cannot occur without costs imposed on the consumer;

4° The bringing into conformity of the digital content or digital service causes a major inconvenience for the consumer;

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