

#TheSocialRace

TERMS AND CONDITIONS OF PARTICIPATION IN A CAMPAIGN

The Social Company has developed the #TheSocialRace platform allowing advertisers to put advertising campaigns online to which Internet users and influencers, who are members of the #TheSocialRace platform, participate by posting information about these advertising campaigns on their personal pages on social networks. The participants thus assure the promotion of the advertiser's products and services to their community.

The purpose of these Terms and Conditions is to determine the terms and conditions and methods under which the participants participate in a campaign of an advertiser on the #TheSocialRace platform and the mutual obligations of the parties in this context.

ARTICLE 1 - DEFINITIONS

The following terms and phrases, when capitalized, whether in the singular or plural, will have the meanings assigned to them in this **Article 1**, unless otherwise expressly provided in the body hereof.

“Account”	means the personal space created by a Participant on the Platform under the conditions defined in the Article 3. of the TCP. The creation of an Account does not imply any obligation to participate in Campaigns, but participation in a Campaign cannot be made without first creating an Account.
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“Advertiser”	means indiscriminately (i) any professional (brands, services, service providers, etc.) who wishes to promote its brand, its products and/or its services via the Platform within the framework of a Campaign or (ii) the professional's media agency, that is to say the agency contacted by the professional for the purpose of advising it on the strategies and choices of media planning and which plays the role of agent in the purchasing procedures of publicity spaces.
“Application”	means the software application "#TheSocialRace" produced and provided by The Social Company, which gives access to the Services, and is available in the “Apple Store” of Apple and the “Google Play Store” of Google to be downloaded by the Participant on his/her Apple iOS and/or Android device. The Application also includes the Contents, software, programs, tools (of programming, navigation, etc.), databases, operating systems, documentation and all other elements and services that constitute the Application, as well as updates and new versions that The Social Company may make to the Application.
“Briefing”	means the characteristic elements defined by the Advertiser for carrying out the Campaign. The Briefing determines the participation conditions of the Participants in the Campaign.
“Campaign”	means a publicity or promotional operation initiated by an Advertiser and implemented through the Platform, in which any Participant can participate, for which a Fund is defined.
“Content (s)”	means, but is not limited to, the structure of the Website and the Application, the editorial content, the texts, the drawings, the illustrations, the images, the graphics, the photographs, the graphic charters, the brands, the logos, the acronyms, the corporate names, the audiovisual works, the multimedia works, the animations, the visual content, the audio, video and sound content, as well as any other content present on the Website and the Application and/or any other element making up the Website and the Application.
“Fund”	means the amount intended, for each Campaign, to be distributed among the Participants under the conditions defined in the Articles 4.3. et 4.4. of the TCP.

“Participant”	<p>means a User with a personal page on one or more Social Networks, who participates in Campaigns on the Platform <i>via</i> their Account. The Participant must necessarily have an Account to participate in a Campaign.</p> <p>At the same time, the Participant can be, in the sense given in the French Consumer Code:</p> <ul style="list-style-type: none">- a consumer, which is: every physical person whose acts are not related to the context of their commercial, industrial, hand-crafted, self-employed or agricultural activity, or- a professional, which is: every physical or juridical person, public or private, who acts under the context of their commercial, industrial, hand-crafted, liberal or agricultural activity. <p>In both cases, the Participant acts exclusively in his/her own name and on his/her own behalf.</p>
“Party”	means individually and collectively The Social Company and the Participant.
“Platform”	means the platform “#TheSocialRace” designed and exploited by The Social Company, available online and accessible to Users in both the Website and the Application, whose objective is to allow Advertisers to distribute Campaigns, in which Participants can participate under the conditions defined in the TCP.
“Post”	means the posts (images, texts, etc.), made by the Participants, that they share/publish on their personal pages on the Social Networks in the context of the Campaigns. The number of authorized Posts on each Campaign can be limited. The number of authorized Posts will be specified on the page dedicated to the Campaign on the Platform. To date, the maximum number (according to the basic method) of authorized Posts per Participant and per Campaign is one Post. This number may change, especially in the event that The Social Company implements methods that benefit the Participants giving them the right to register additional Posts.
“Services”	means the different functionalities and services proposed by the Website and the Application.
“Social Networks”	means the social networks in which the Participants have a personal page such as Facebook, Instagram, TikTok, LinkedIn, etc., in which they publish Posts in the context of the Campaigns.

<p>“Terms and Conditions (T&C)”</p>	<p>means the general terms and conditions of use of the Platform, whose purpose is to define the terms of provision of the Platform, the conditions of use of the Platform by any User connecting to and/or browsing the Platform and the rights and obligations of the parties in the context of the use of the Platform.</p>
<p>“Terms and Conditions of Participation (TCP)”</p>	<p>means these terms and conditions of participation to which Participants agree prior to their participation in a Campaign, accessible on the Website and the Application, in their latest version.</p>
<p>“The Social Company”</p>	<p>means the company The Social Company, a simplified joint-stock company with a capital of €1,000, with the unique identification number of 882 345 267 - RCS MONTPELLIER, whose headquarters is located at 77 rue Port de Carême in PEROLS (34470).</p> <p>The following are the contact details of The Social Company:</p> <ul style="list-style-type: none"> - Phone number: +33 07 56 91 98 89 - E-mail: marie@thesocialrace.com <p>The Social Company has designed and developed the Website and the Application (together composing the Platform), which are managed and exploited by the company.</p>
<p>“The Social Race”</p>	<p>means the verbal French brand “The Social Race”, registered in the French Patent Office (<i>Institut National de Propriété Industrielle</i> in French) by The Social Company on May 4, 2020, under the number 4644360 in class 35.</p>
<p>“Tokens”</p>	<p>has its sense in the Article 4.2. of the TCP.</p>
<p>“User”</p>	<p>means any Internet user, natural or juridical person, in particular Advertisers and Participants, using the Website and/or the Application (for Participants) to obtain information and/or propose Campaigns and/or participate in Campaigns after creating an Account.</p>
<p>“Website”</p>	<p>Means the website hereinafter designated and its subdomains, exploited and managed by The Social Company, giving access to the Services, accessible through the following address: www.thesocialrace.com connected to the Application. The</p>

	Website contains also the Contents, the software, the programs, the tools (program tools, navigation tools, etc.), the databases, the operative systems, the documentations and any other element and service that forms it, the updates and new versions that The Social Company may install on the Website.
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ARTICLE 2 - SCOPE OF APPLICATION, ACCEPTANCE and MODIFICATION OF THE

TCP

The TCP apply to every participation of the Participant in a Campaign on the Platform.

The Participant declares to have full juridical capacity, which allows him/her to engage into this agreement.

The TCP are available for consultation to Participant on the Platform. These terms and Conditions can also be sent by simply demanding them to The Social Company through e-mail to the following address: marie@thesocialrace.com.

Before participating in a campaign, Participant must know both the TCP and the T&C.

Therefore, when registering in a Campaign, Participant confirms to be aware in advance of the TCP and the T&C and accepts them by clicking on a button created to this end in the pop-up window that will show on the website of the Platform.

The registration in the campaign implies the Participant explicitly accepts the TCP and T&C without any restriction, reservation, or in general way.

The TCP determines the contractual relationships between the Social Company and the Participant concerning the participation in a Campaign, except for any condition, and especially any other document, flier, catalog or photograph appearing on the Platform – which only have a soft value – , except for an express and written prior dispensation.

The executable TCP are those appearing on the Platform, in force to the date of registration of the Participant to the Campaign. A link containing a copy of the executable TCP, in PDF format, will also be sent to Participant to the e-mail of confirmation of the validation of the inscription to the Campaign addressed by The Social Company.

The Social Company is likely to change the TCP at any moment with no prior warning, through the publication of a new version on the Platform, which the Participant acknowledges and accepts in advance.

The Social Company ensures the preservation and reproduction of the TCP in accordance with Article 1127-1 of the French Civil Code, which is expressly recognized by the Participant, who waives, in particular, the right to take advantage of any contradictory document, which would not be enforceable against The Social Company.

ARTICLE 3 - PARTICIPANT'S ACCOUNT

3.1. ACCOUNT CREATION

Participation in a Campaign *via* the Platform requires the creation of an Account. The creation of an Account is reserved to potential Participants.

To create an Account, the Participant logs in the Website or the Application. Then, it is possible for him/her to create an Account by giving a phone number of his/her choice or an e-mail, and choosing a password in the fields provided.

Once this information is provided, the Participant will be able to complete the Account profile by filling an online form on the Platform, and by providing his/her name, last name, e-mail address (valid), birth date, country, city, etc.

The Participant who creates his/her Account engages to transmit valid information that is specific to him/her; Participant can only create one Account for himself/herself.

Participants are responsible to maintain the confidentiality of their Account, their profile and their passwords. Participants cannot share with third parties, not even temporarily, their username, password, or any other parameters of access to their Account. This to avoid as much as possible any risk of intrusion and use of their Account without them knowing by non-authorized people.

Participants are responsible for the usage of their usernames and passwords on the Platform, no matter the person that uses the Account and/or the usernames of Participants. In this respect, Participants must inform The Social Company, without delay, about any non-authorized use of their Account and/or their usernames.

The Social Company is not responsible for any use of the Account made by a third party who would have access to the Participant's username and password in any way whatsoever.

3.2. ACCOUNT DELETION

The Social Company reserves the right to delete any Account that it believes to be against the TCP or the law and regulation applicable or prompt to harm its image and reputation, or the relationship with the Advertisers, and this without notice and without the Participant being able to call into question its responsibility in this respect.

3.3. SUBSCRIPTIONS

Parties agree that, to this day, the Participant does not pay any cost of services with regard to The Social Company once they make the conversion of Tokens into the currency of the country the Participant resides (euros or another currency, according to the correspondent country) under the conditions of the **Article 4.3.** of the TCP. This does not exclude potential costs applied by bank platforms (Paypal or others) to which

The Social Company is not related and that will be indicated to Participants at the latest at the moment of the validation of their participation in the Campaign.

The Social Company reserves the right to modify the operating conditions of an Account and the conditions of participation in the Campaigns, and to create subscription packages to which Participant will be able to sign up.

ARTICLE 4 - PARTICIPATION OF THE PARTICIPANT IN A CAMPAIGN

4.1. TERMS AND CONDITIONS OF PARTICIPATION

The purpose of the Platform is to propose the Participants to participate, under the form of a race, in Campaigns that Advertisers propose, and where Participants diffuse Posts on the personal pages they have on Social Networks.

The Participant chooses to participate or not in a Campaign. To this end, Participant logs in their Account, selects the Campaign of his/her interest, and then clicks on the link "*I want to participate*".

Advertiser defines specific conditions of participation for each campaign on a Briefing that is put online on the Platform.

Therefore, the Participant registered in a Campaign publishes one Post on one of his/her Social Networks and uploads them to his/her Account, under the conditions of the **Article 4.2.** of the TCP.

Participant acknowledges to know and accepts that:

- participation in a campaign does not guarantee any profits, nor a minimum of profits for the Participant; it includes a risk related to:
 - o the Post that Participant uploads on the Platform: the number of Tokens obtained, under the conditions defined in the TCP, depends indeed of the performance:
 - of Participant in the conception of their Post and its pertinence in relation to the Briefing and,
 - of Participant's community and its responsiveness in the use of interactions (*e.g.* seen, shares, comments, and likes): interactions do not depend on Participant, but on the dynamism of his/her community;
 - o the performance of other Participants participating in the Campaign: the defining feature of the Platform lays on the fact that Campaigns are conceived as a race, under the conditions detailed in the **Article 4.2.** and **4.3.** of the TCP, and that the relative fast distribution of the fund also depends on the other Participants;
- the duration of the Campaign varies according to the responsiveness of other Participants who are participating in the Campaign, and the pertinence of their Posts: The Campaign ends when the amount of the Fund gets to zero and therefore its totality has been allocated among Participants;
- Participant keeps a certain editorial freedom in the design and content of his/her Posts (particularly in their discourse);

- Participant must respect the provisions of the Law n°2020-1266 of October 19, 2020 in the case that, according to this Law, the main subject is a minor of less than 16 years old.
- Due to the publicity nature of the Post, Participant will have to, according to the applicable regulations, add a mention to the Post that allows to identify (1) the Post as a publicity (for example, through the addition of mentions such as “#ad”, “sponsored”, “paid partnership with...”, “#partnership”, “video produced by...”, “sponsored content by”, “publicity”, etc.) and (2) the Advertiser;
- Posts made by Participant in the context of a Campaign will have to stay visible on the personal pages of Participant’s Social Networks, *a minima* during the timeframe of the whole Campaign and during thirty (30) days following the closure of the Campaign.

4.2. OPERATION OF THE RACE

To be considered for the Campaign and get the right to the allocation of Tokens, Participant must upload Posts (which limit is 1 at the moment) on his/her Account on the Platform within the 48 hours following the hour of publication of the Post on the correspondent Social Network. The Post will not be considered for the Campaign after the 48-hour deadline.

To this end, Participant proceeds as follows:

- Participant logs in his/her Account;
- Click on the link “Add a post”
- Fill in the form appearing on the page; to this end, Participant:
 - o selects the Campaign for which Participant wants to upload the Post on the drop-down menu;
 - o then, Participant selects the Social Network in which his/her Post has been published on the drop-down menu;
- enters the link URL of the correspondent Post;
- adds, if wanted, an image illustrating his/her Post (optional);

Participant must repeat the process previously described for each Post made in the context of each Campaign Participant participates.

According to the pertinence of the Post in relation to the Briefing and the visibility of the Posts Participant makes, the Platform allocates a number of Tokens per Post to Participant, which allows Participant to allocate the totality or a part of the Fund under the conditions, according to the two following criteria:

- the number of interactions on Social Networks, where the interactions correspond to “views”, “likes”, “comments”, and “shares” of the Post on Social Networks, and where each interaction gives a number of different points depending on the type of interaction.

The more the post generates interactions, the more its value is prone to increase and allows Participant to obtain Tokens.

The starting point for calculating the number of interactions of the Post is the date of the publication of the Post on the Social Network in question.

- A grade in the form of stars, on a scale from 1 to 3, given to the Post by The Social Company depending on the quality of the Post and its harmony with the Briefing criteria. To date, the assessment criteria regarding the awarding of stars made by The Social Company are the following:

On hold	Post under validation. A slight modification of the text due to a typing error can be requested.
Refused	The Post does not correspond to the Campaign, does not highlight the Campaign, displays visual content that is not relevant to the targeted Campaign, nor it respects the mandatory conditions of the Briefing, tags are not present.
*	# and @ tags present, valid text and visuals, no customization of the Post, Participant's profile poorly suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
**	# and @ tags present, valid text and visuals, customization of the Post, Participant's profile poorly suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.
***	# and @ tags present, valid text and visuals, customization of the Post, Participant's profile suited to the context of the Campaign, respect of the mandatory conditions of the Briefing.

The Social Company gives the grade in the form of stars to the Post between the 48 hours after uploading it on the Platform on the Account of the Participant.

The final number of Tokens obtained on each Post is the one reached by the Post at the end date of the campaign, which means the moment the Fund gets to zero, having clarified that the Briefing can anticipate a limit of profits that each participant can obtain per Post for the Campaign. Beyond this limit, a single Post will not be able to obtain more profits from the Fund.

4.3. ALLOCATION AND CONVERSION OF TOKENS AND PAYMENT OF PROFITS

➤ Allocation of the Fund and conversion of Tokens

Participant acknowledges knowing that the Fund allocated by the Advertiser to the Campaign is transferred to The Social Company by the Advertiser. Advertiser authorizes The Social Company to distribute in their name and for their behalf the part of the Fund corresponding to each Participant under the detailed conditions on the TCP.

Fund is distributed among Participants under the following conditions.

Tokens are converted to euros during the course of the implementation of the Campaign, where the reference value is: 100 tokens correspond to 1€.

Converted Tokens are so deducted from the Fund as they are distributed to participants. Campaign ends when the amount of the Fund gets to zero and its totality has been given to Participants. No other Post will be accepted after this date.

Profits are then integrated with the personal fund of the Participant's Account on the Platform.

The total amount of Participant's personal fund (all Campaigns integrated) is available on Participant's Account, on the "Dashboard" button.

At the end of the Campaign, Participants can unlock their profits obtained under the conditions hereinafter.

➤ Payment of profits

The Participant's personal Fund is composed of the sum of profits obtained by the Participant in accordance with the different Campaigns in which they have participated.

Participant can ask The Social Company to obtain the payment of the sums corresponding to the amount of their personal fund, providing that the total amount of the aforementioned fund be of 25€ minimum.

Profits taken in accordance with a Campaign cannot be redeemed by the Participant before the expiration of a thirty (30)-day period of time following the end of the aforementioned Campaign.

To redeem their profits, the Party has to click on the link "Get my profits" on the dashboard of his/her Account or "Unlock my profits" on the main menu of their Account.

The profits that compose the Participant's personal fund will be distributed:

- In euros or,
- If Participant resides in a country whose currency is different, then in the currency of this country: the euros composing their fund will be exchanged from euros into the currency of the country where the Participant resides according to the currency conversion rate to the date of the transfer of the sums of Participant.

Participants will have the ability to redeem the money corresponding to their profits for themselves or for donating them, completely or partially, to an organization among the ones listed on the Platform.

The payment of profits is subject to:

- the Participant's upload of their proof of identity, valid to the date of the request, to his/her Account.
- and,**
- the Participant's completion of a tax form,
- or,**
- the Participant's upload of his/her invoice if Participant is a freelancer.

Once the request is registered on the Platform, it is subject to validation by The Social Company, which must verify that all the above information is in compliance.

The amount is then paid after a month following the validation of the operation by The Social Company through:

- bank transfer on:
 - o the bank account of the Participant if the Participant is a society or a natural person operating their activity under the status of freelancer;
 - o the opened account in the Deposits and Consignments Fund if the operation is subject to the provisions in the Law n°2020-1266 of October 19, 2020, in the case that, according to this Law, the main subject is a minor of 15 years old or less.
 - o the account of the organization potentially selected by Participant to benefit from their profits;
- the intermediary of a specialized and safe platform such as PAYPAL if Participant is a non-professional or a consumer. The platform may charge service fees to the Participant for the transaction, which Participant acknowledges to know and accepts. Therefore, Participant is prohibited from making any claim whatsoever, in any regard whatsoever, against The Social Company in this context. It is specified that during the transaction process, the Participant will be invited to read the terms and conditions of use of the payment platform used, which include, in particular, certification processes that may be triggered depending on the amount of the transactions made.

The Social Company may charge fees for the payment of profits of the Participant under the defined conditions in the **Article 3.3.** of the TCP.

Participant is prohibited from making any complementary payment request or any additional invoicing non-foreseen in the context of the TCP.

4.4. MODERATION BY THE SOCIAL COMPANY

In the framework of its moderation mission, The Social Company:

- has developed and installed a verification method of the veracity of interactions ("likes, comments, or shares") on the Platform to fight against fraudulent practices known as "false likes" or "purchase of followers". If a Participant makes use of this type of service, The Social Company reserves the right to exclude temporarily or definitely, without prior notice and remove the Participant definitely from the Platform for fraud and trickery.

- may, through notification of a “yellow card”, exclude the Participant from the Platform and erase his/her Account in the case where The Social Company must have already erased three of Participant’s Posts in the framework of one or the other aforementioned case scenarios, and/or if Participant adopts a behavior contrary to the rules of operation of the Platform (especially in the case of fraud and trickery, as referred to in the first hyphen).
- The exclusion as a result of the yellow card is definitive and prohibits Participant from Signing in the Platform again, in any regard whatsoever.

ARTICLE 5 - PRIVACY AND PERSONAL DATA

Participant can consult out Privacy Policy on www.thesocialrace.com

ARTICLE 6 - GENERAL PROVISIONS

6.1. COMPLIANCE OF THE APPLICABLE REGULATIONS

The usage of the Platform and its services implies the Participant to respect the legislative texts and regulations in force and especially -but with no exclusivity- rules relating to advertising operations, tax and social rules for services between professionals or between individuals and professionals.

It is reminded to Participant that “ignorance of the law is no defense” and that it is Participant’s responsibility to be inform of the state of the positive law applicable to Participant’s activity and to the use that he/she makes of the Platform and the Services available for the spread of a Campaign and/or the Posts that he/she makes within this framework on the personal pages that Participant has on his/her Social Networks.

Further juridical information provided by The Social Company is then in the context of warning and reminder, but they will not be exhaustive in accordance with the multiplicity of rules in force. The Social Company will not be held responsible for a lack of legal information regarding the compliance with positive law that each one is supposed to know or look for before using the services proposed.

6.2. RELATIONSHIP AND EXCHANGES AMONG PARTICIPANTS

Participants engage, on the exchanges they maintain among them, both on the Platform and outside it, through the personal pages they have on Social Networks, to be friendly, respectful, and responsive. The show good faith in all circumstances, according to the provisions of the French Civil Code. Any person who notices any comment, Post, Campaign or opinion put online against a third party or in violation of a legal or regulatory text engages to inform immediately to The Social Company *via* the dedicated contact form.

6.3. RELATIONSHIP AMONG ADVERTISER AND PARTICIPANT

It is reminded that there is not supposed to be contact between Advertiser and Participants. However, the contracts that would be concluded between Participant and Advertiser (especially advertising campaign

contracts) will not hold, in any way whatsoever, the liability of The Social Company, which is indifferent to this contract.

As a consequence, any legal action coming from this operation will be fixed directly between the Advertiser and the Participant, without The Social Company never being concerned for this matter.

Exceptionally, Participant agrees and accepts that, in the case where the legal action may damage the brand image of The Social Company and/or, The Platform, The Social Company will be authorized to interfere in the legal action, without the Advertiser nor the Participant opposing this intervention.

6.4. EXCLUSION OF LIABILITY

Participant acknowledges and accepts to be the only responsible of the content of his/her Posts. Also, The Social Company will not be held liability for the publication of a Post that the Advertiser would consider contrary to their brand image or its reputation.

The access to the Website or the Application needs an internet connection. The internet network is subject to possible interruptions and/or slowdowns in its operation. The Social Company cannot be held liability for this matter. The Social Company cannot be held liability for problems related to connection to the Platform, computer viruses spread *via* this network or any other means, or any malicious act *via* this network or any other means. The Social Company is not responsible for damages caused against hardware *via* the internet network or by any other means. The Social Company does not guarantee the continued use of the Website or the Application.

6.5. INTELLECTUAL PROPERTY

The totality of the Contents is the exclusive property of The Social Company, except for the brands, logos, or contents that belong to other partner societies, advertisers, or authors. Every reproduction, distribution, modification, adaptation, transmission, or usage, even partially, of these different elements is strictly forbidden without the expressly written consent of The Social Company in advance. This representation or reproduction, by any means whatsoever, constitutes a forgery that is sanctioned on the Articles L.335-2 and following ones of the French Intellectual Property Code. The failure to comply this prohibition constitutes an infringement that may engage the civil and criminal liability of the infringer. Furthermore, the owners of the copied Content can take legal action. The Social Company owns the “rights of the database producers” referred to Book III, Title IV, of the French Intellectual Property Code (law n°98-536 of the July 1, 1998) relative to copyright and databases. For any authorization or information request, it is advisable to contact The Social Company *via* the dedicated contact form.

6.6. FORCE MAJEURE

Neither Party will not be liable to the other party in the case of any delay in the performance or non-performance of their obligations due to a case of force majeure as stated in the Article 1218 of the French Civil Code. The obligations of the Parties will be suspended during the whole duration of the force majeure. Parties will put all their efforts to limit the duration and the effects of the cause of the force majeure.

The Party affected by a case of Force Majeure will have to:

- Inform the other Party by any written means about the occurrence of a case of force majeure and its nature within the forty-eight (48) hours after the incident occurs;
- take, with no delay, all possible measures to try to solve this situation and in any case to limit its effects.

Despite the foregoing, a case of force majeure does not free the Parties of their obligations of paying the complete amount of money due, under the TCP and the related agreement between the Parties, on its payment date.

A lack of solvency shall in no case constitute a case of force majeure.

If the case of force majeure preventing one of the Parties from fulfilling their obligations exceeds fifteen (15) days, the latter may terminate the agreement resulting from the TCP by notification by registered letter with acknowledgement of receipt, coupled with an e-mail, subject to respecting a fifteen (15) day notice period.

6.7. INTERPRETATION

In case of any difficulties for interpreting among any of the clauses of the TCP and their title, the content of the clause will prevail over its title.

6.8. DIVISIBILITY

If any of the stipulations of the TCP were to be null and void regarding a rule of law in force or a juridical decision that has become final, it would then be deemed unwritten, without entailing the nullity of the TCP that contain it, nor altering the validity of its other stipulations, unless the canceled stipulation is an essential stipulation of the aforesaid TCP.

6.9. NO WAIVER

The fact that either Party does not claim the application of any clause of the TCP or acquiesces in its non-performance, whether permanently or temporarily, shall not be taken as a waiver by that Party to the rights arising for them from the aforementioned clause.

ARTICLE 7 - APPLICABLE LAW

The TCP, as well as the totality of the contractual information mentioned on the Platform, are written in French language.

The TCP and the contracts concluded in application of the TCP are governed and interpreted in accordance with French law, to the exclusion of any other legislation.

ARTICLE 8 - COMPLAINTS & AMICABLE SETTLEMENT OF DISPUTES

8.1. Every question or complaint concerning the TCP, as well as every contract governed by the TCP must be made to The Social Company, by mail, to the address of its headquarters appearing in the **Article 1.** of the TCP in no more than a year following the conclusion of the contract or the sending of the TCP. After this deadline, no questions or complaints will not be taken into account.

8.2. In case of disagreement concerning the information, conclusion, validation, interpretation, exclusion, cessation, or consequences of the cessation of the TCP, Participant will address first and foremost to The Social Company in order to find an amicable solution, despite his/her faculty of using an alternative mode of settlement of disputes or a conventional mediation process, as stated hereinafter in the **Article 8.3.**

In the absence of amicable settlement of the dispute:

- If the Participant is a consumer subject to the provisions of the defined above-mentioned Consumer Code, in accordance with the Article R.631-3 of the Consumer Code, the competence is attributed to either competent territory jurisdictions under the French Code of Civil Procedure, or jurisdictions of the place where Participant resides at the moment of the conclusion of the contract or the occurrence of a detrimental event;
- If the Participant is not a consumer, the competence is attributed to the competent jurisdictions of the Court of Appeal of MONTPELLIER, even in the event of an incidental claim, a warranty claim or multiple defendants or an action for interim relief.

8.3. In accordance with the Article L.612-1 of the French Consumer Code *“Every consumer has the right to have recourse to a consumer ombudsman for free in readiness for an amicable settlement of the dispute between him/her and a professional. To this end, the professional guarantees the consumer the effective remedy to a consumption’s mediation mechanism.*

The professional can either implement their own consumption’s ombudsman mechanism or propose to the consumer to have recourse to any other consumer ombudsman that responds to the demands of this concern.

When there is a consumer ombudsman whose competence extends to all businesses in a field of economic activity to which they belong, the professional always allows the consumer to have recourse to them.

The methods through which the ombudsman process is carried out are defined by decree in the Council of State”.

The litigations falling within the scope of application of the Article L.612-1 of the French Consumer Code are the litigations defined in the Articles L.611-1 and following of the French Consumer Code, namely the litigations of contractual nature, regarding the execution of a sales contract or the supply of services, between a consumer and a professional. The text covers the national litigations and the cross-border litigations.

In case of difficulty, Participant is encouraged to contact The Social Company or the assistance department in advance, to the following phone number and e-mail address:

- Phone number: (+33) 07 56 91 98 89
- E-mail address: marie@thesocialrace.com

Only complaints relating to the performance of the Services on the Platform and the Campaigns (as far as The Social Company is concerned) will be taken into account.

In the year following the Participant's request to The Social Company, in application of Articles L.616-1 and R.616-1 of the French Consumer Code, and if no solution has been found, the Participant may have their request examined by an ombudsman, whose contact information is listed below, with the understanding that a litigation may only be examined, with certain exceptions, by a single ombudsman.

The ombudsman entity The social Company belongs is: Medicys.

In case of litigation, if Participant is a consumer belonging to the provisions of the French Consumer Code above-mentioned, then they may send their claim in two ways:

- Online, on the website of the aforementioned ombudsman, namely: <https://medicys.fr/> or,
- Through the post office, writing to: Consumer Ombudsman, Medicys, 73 boulevard de Clinchy, 75009 PARIS.

Additionally, the following is the contact information of the aforementioned ombudsman entity:

- Phone number: (+33) 01 49 70 15 93
- E-mail address: contact@medicys.fr

Furthermore, in accordance with the Article R.616-2 of the French Consumer Code and according to the Article 14.1 of the regulation (EU) n°524/2013 of the European Parliament and the Council of May 21, 2013, Participant may, *via* the link below, go to the platform of the online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

Participants may, at their own expense, be assisted by a lawyer.