

# #TheSocialRace

## TERMS OF USE OF THE PLATFORM

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Translated by The Social Company
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The Social Company, simplified joint-stock company, with a capital of €1000, and unique identification number 882 345 267 – RCS MONTPELLIER, whose headquarters is located in 77 rue Porte de Carême in PEROLS (34470) (hereinafter “**The Social Company**”), has developed the platform “#TheSocialRace” which is available and online on:

- The operated and managed website by The Social Company available on the following address: [www.thesocialrace.com](http://www.thesocialrace.com) (hereinafter the “**Website**”) and,
- The software application “#TheSocialRace”, which is produced and provided by The Social Company, and that gives access to the Services. It is available on the “Apple Store” of Apple and the “Google Play Store” of Google, to be downloaded by the User on their Apple iOS and/or Android (hereinafter the “**Application**”) devices.

(hereinafter the “**Platform**”)

The Platform allows advertisers (hereinafter the “**Advertisers**”) to put advertising campaigns (hereinafter the “**Campaigns**”) online, to which internet users and influencers, subscribers to the Platform, participate by creating posts – related to these advertising campaigns – on the profiles they have on social networks. In this way, Participants make sure of the promotion of products and services of the advertiser among their community (hereinafter the “**Participants**”).

The objective of these terms and conditions is to define the ways and means of availability of the Platform, the conditions in which internet users make use of the Platform when they login and/or navigate on the Platform (hereinafter the “**User**”) and the rights and obligations of the parties when using the Platform.

### ARTICLE 1 - LEGAL INFORMATION

In virtue of article 6 of the Law n°2004-575 of June 21, 2004, in favor of the trustworthiness on the digital economy, it is specified in this article the identity of the different participants in the context of the creation of the Platform and its monitoring.

### **1.1. ABOUT THE PUBLISHER OF THE PLATFORM**

The Platform is published by The Social Company, simplified joint-stock company, with a capital of €1000, and unique identification number 882 345 267 – RCS MONTPELLIER, whose headquarters is located in 77 rue Porte de Carême in PEROLS (34470) (“hereinafter the “**Publisher**”).

**Publication head:** Mr. Pierre-Adrien Giroguy

For any questions or information requests related to the Platform, or any signal of illegal content or activities, the User can contact the Publisher:

- By mail to the following e-mail address: [marie@thesocialrace.com](mailto:marie@thesocialrace.com)
- By telephone to the following number: +33 07 56 91 98 89
- By registered mail with acknowledgement of receipt sent to the following address: 77 rue Port de Carême à PEROLS (34470).

### **1.2. ABOUT HOSTING CONDITIONS OF THE PLATFORM**

IONOS SARL society hosts the Platform – 7 Place de la Gare – BP 70109 – 57201 SARREGUEMINES

Phone number: +33 09 70 80 89 11

## **ARTICLE 2 - OBJECTIVE AND PRESENTATION OF THE PLATFORM**

The objective of the platform is:

- to inform Users about the activities The Social Company publishes online on the Platform;
- to make available for the Users the possibility of creating an Account (as that term is defined below) to become Participants so they can participate, under their own criteria, in Campaigns;
- to allow Participants to participate in Campaigns under the established conditions on the terms and conditions of participation, which will be delivered to them after registering in one Campaign and engaging to comply with it.

## **ARTICLE 3 - ACCEPTANCE AND MODIFICATION OF THE TU**

The access and usage of the Platform are submitted to complete and whole acceptance and compliance of the TU. In case a User wishes not to accept the entirety or a part of the TU, the User is requested to quit the complete usage of the Platform.

The Publisher reserves the right to modify, at any moment and without prior notification, the Platform and the services as well as the TU, particularly for the adaptation to changes in the platform by making new features or erasing or modifying existing features.

It is then advisable for the User to refer, before any navigation, to the latest version of the TU, available at any moment on the Platform.

## **ARTICLE 4 - ACCESS TO THE PLATFORM, NAVIGATION AND PLATFORM MANAGEMENT**

**4.1.** The Publisher executes the technical solutions at its disposition to allow access to the Platform 24/7.

**4.2.** Connecting to and navigating the Platform requires unreserved acceptance of the TU, regardless of the technical means of access and the terminals used.

The TU apply, if needed, to any variation or extension of the Platform on social networks and/or existent or future communities.

**4.3.** For the correct management of the Platform, the Publisher will always be able to:

- suspend, interrupt, or limit the access to the whole or a part of the Platform, reserve the access to the Platform, or to certain pages/sections of the Platform, or to a specific category of Users;
- erase any information that might impede the functioning or contradict the national or international laws in force, or the codes of good behavior on the internet, such as the Netiquette;
- suspend, limit, or interrupt the access to the Platform in order to proceed with updates, modifications of its content or any other action considered necessary to the correct functioning of the Platform.

## **ARTICLE 5 - EXCLUSIVE SERVICES FOR REGISTERED USERS**

### **5.1. Registration**

The access to some services of the Platform depends on the User's registration.

The registration and the access to the services of the Platform are exclusively reserved to legally capable natural people having filled and validated the application form that is available online on the Platform, and accepted the TU. The registration is non-transferable, personal, and nominative for the benefit of only the User and cannot be made by a third party.

The mandatory fields of the application form are:

- User e-mail and password creation by the User and,
- First Name – Last Name – Sex – Birth Date – E-mail – Phone Number – Post Code – City – Country – Interests – Link of User's social networks.

When registering, the User agrees to provide accurate, truthful, and up-to-date information about him/herself and his/her civil status. The User must also regularly check the data concerning him/her in order to maintain its accuracy.

User must also provide a valid e-mail address, on which the Platform will send a confirmation on the registration to its services in the next 48 hours. Only a single e-mail address can be used to register for the services.

Any communication from the Publisher and its partners is therefore deemed to have been received and read by the User. The User therefore undertakes to regularly check the messages received to this e-mail address and to respond within a reasonable time if necessary.

One natural person is allowed to make only one registration for the services of the Platform.

The Publisher reserves, whatever the case, the possibility of opposing a request of registration to the services in the case the User does not comply with the provisions of the TU, particularly if the information the User provides is inaccurate, incomplete, or not consistent with the procedures described in the TU.

The finalization of the registration in the conditions of the present document allows the User to access a space whose access is reserved to him/her (hereafter his/her "**Account**").

The User can modify the password on his/her Account. The password is strictly personal and confidential, and the User undertakes to not transfer it to third parties in order to avoid as much as possible any risk of intrusion in the User's Account and the usage, from unauthorized people without the User knowing about it, of the services it allows.

The Publisher will not be held responsible for any usage that a third-party having access to the password can make of the User's Account. The User is the only responsible for his/her identification elements in relation to third parties.

## **5.2. Login**

To log in his/her account, User must enter the e-mail address or phone number given at the moment of the registration according to the **article 5.1.** of the TU, as an addition to the password.

## **5.3. Unregistering and termination of the registration**

The regular registered User will be able to request unregistering at any moment by addressing to the section dedicated to this end on his/her Account.

- Mobile Application: in the "delete my account" section on his/her profile.
- Website: "delete my account" in the Personal Details section.

Any unregistering of the Platform will be effective immediately after the User has validated his/her unregistering.

The Publisher also reserves the right to delete any Account in case of infringement of the TU from the User or in case of violation of the legal provisions.

## ARTICLE 6 - LIABILITY

The Publisher is only responsible for the content it has published.

The Publisher cannot guarantee the accuracy, completeness, and up-to-date nature of the information published on the Platform. The information shown on the Platform is mentioned purely of a soft kind, subject to error or omission.

The Publisher is not responsible:

- in case of problems or technical, computer or compatibility failures of the Platform with any hardware or software;
- in case of interruption of the Platform, occurrence on bugs or functioning errors;
- for direct or indirect damages, on the hardware or the software, predictable or unpredictable (including profits lost) resulting from the provision and/or use, of difficulties of use, or even the total or partial impossibility of using the Platform or its services;
- in case of damages, direct or indirect, whatever the causes, origins, natures or consequences, caused by someone accessing the Platform or the impossibility of accessing it, including the inherent risks in the use of the Internet network such as loss of data, intrusion, virus, rupture of service or any other similar risk;
- for intrinsic characteristics of the internet, in particular those ones related to the lack of reliability and security of the information circulating on it;
- for the content of the websites the Platform redirects to through the hypertext links;
- for content or illegal activity using the platform without having proper knowledge in the light of the Law n°2004-575 of June 21, 2004, on trustworthiness in the digital economy and the Law n°2004-801 of August 6, 2004, regarding the protection of natural people with regard to personal data processing;
- in occurrence of an event of force majeure according to the article 1218 of the French Civil Code;
- for the non-implementation or the incorrect implementation attributable to the User, and the technical constraints independent of the will of the Publisher. The Publisher will not be held responsible for either material or immaterial damages of any nature resulting from an incorrect usage of the username or the Account of the User, for the delay, loss or incorrect distribution of an e-mail, text message, nor for sending it or not to an erroneous e-mail address or phone number.c

In view of the Law n°2004-575 of June 21, 2004, on trustworthiness in the digital economy and in view of:

- the article 6-2, which states that: "*The (... ) legal persons who ensure, even free of charge, for provision of the public by services of communication to the public on line, the storage of*

*signals, writings, images, sounds or messages of any kind provided by recipients of these services cannot be held civilly liable for the activities or information stored at the request of a recipient of these services if they did not have actual knowledge of their illicit nature or of facts and circumstances revealing such a nature or if, as soon as they had such knowledge, they acted promptly to remove this data or to make access to it impossible" and,*

- the article 6-3 which states that: *"The people referred to in paragraph 2 may not be held criminally liable for information stored at the request of a recipient of these services if they did not have actual knowledge of the unlawful activity or information or if, as soon as they became aware of it, they acted promptly to remove the information or to make it impossible to access",*

User then knows only the above-mentioned Law, Publisher is not subject to *"a general obligation of the surveillance of the information it transmits or stocks, nor a general obligation to search facts or circumstances revealing illegal activities"*.

User is responsible:

- for the protection of his/her material and his/her data;
- for the usage he/she makes of the Platform or its services;
- if he/she does not comply with the letter nor the sense of the TU.

## **ARTICLE 7 - HYPERLINKS**

The platform can contain hyperlinks towards other websites the Publisher does not control. Although the Publisher makes preliminary and regular verifications, it does not assume any responsibility regarding the possible content that can be found on these websites.

The Publisher authorizes the implementation of hyperlinks towards any page or document of the Platform under the condition that these hyperlinks are not implemented with commercial or marketing purposes. In any case, every implementation of hyperlinks towards any part of the Platform is prohibited without the Publisher informing and authorizing it previously.

The sites diffusing (in particular and without this list being exhaustive) information with illicit, violent, polemical, pornographic, xenophobe character or being able to attack the sensitivity of the greatest number of people are excluded from this authorization.

Finally, the Publisher reserves the right to delete at any moment a hyperlink pointing to the Platform.

## **ARTICLE 8 - COOKIES**

In the context of the improvement of services and functioning of the website, cookies are installed on the User's machines when navigating, in particular reach measurement cookies.

A cookie does not allow the Publisher to identify a User. In general, it stores information related to User's navigation on the Platform (pages visited, date and hour of the visit, etc.).

For more information about the cookies registered on the Platform, we invite the User to read the federation cookie policy available on [www.cnil.fr](http://www.cnil.fr)

The User can, in any case, accept or oppose the deposit of these “cookies” or set them through the setting option available on the Platform [www.thesocialrace.com](http://www.thesocialrace.com).

## **ARTICLE 9 - INTELLECTUAL PROPERTY**

- 9.1.** The structure of the Platform, but also the texts, graphics, images, photography, sounds, audios, videos, computer applications, and other elements composing it belong to the **Publisher** and they are protected by the law in force according to the intellectual property.

With the exception of the elements expressly designated as free of rights on the Platform, any representation, reproduction, modification, adaptation, transmission, publication or partial or total exploitation of the contents, trademarks and services offered by the Platform, by any process whatsoever, without the prior, express and written authorization of the Publisher is strictly prohibited and would be likely to constitute an infringement according to the French Intellectual Property Code.

The Publisher remains holder of all the intellectual property rights related to the Platform and the rights of usage related to it; the access to the platform does not worth the recognition of a right and, in a general way, it does not confer any intellectual property right related to any element of the Platform, which remains exclusive property of the Publisher.

It is forbidden for the User to enter data on the Platform that would modify or be prone to modify the content or the appearance.

**9.2.** “The Social Race” trademark, as well as the totality of the figurative trademarks or not and more generally all the other trademarks, illustrations, images, and logotypes appearing on the Platform, whether registered or not, are and will remain exclusive property of The Social Company. Any total or partial reproduction, modification or usage of these trademarks, illustrations, images and logos, for any reason and on any medium whatsoever, without the express prior consent of The Social Company, is strictly forbidden. The same applies to every combination or union with any other trademark, symbol, logotype and more generally every distinctive sign destined to create a composite logo. The same applies to every author, drawing, model and patent, which are property of The Social Company.

**9.3.** The violation of the provisions of **article 10.** of the TU shall lead to any appropriate legal proceeding, in particular an action of counterfeiting.

## **ARTICLE 10 - PERSONAL DATA PROTECTION – PRIVACY**

The User knows that the personal data collected from him/her in the context of the Account creation and his/her participation in the Campaigns are subject to processing under the responsibility of The Social Company. This processing is strictly necessary for the execution of the Platform services, and for purposes of process and monitor of services, marketing, management of the relationship with the user, as well as compliance of the legal and regulatory requirements that The Social Company has.

The Social Company may also contact the User to inform him/her of its news, promotions, or exclusive offers, as well as to respond to any request or complaint from the User. It is reminded to the User that he/she may, at the moment of the communication of his/her data, refuse it.

The User knows that The Social Company may be required to send his/her personal data to its parent company, and/or its branches in France.

According to the regulation, and in particular to the Law n°78-17 of January 6, 1978, and to the European General Data Protection Regulation n°2016/679 (GDPR), the User knows that he/she has at his/her disposal a right of access, modification, rectification, and opposition, as well as the right to specify the instructions related to the destiny of his/her data after his/her death.

The User can exercise his/her rights, by proving his identity, by e-mail to the following address: [rgpd@thesocialrace.com](mailto:rgpd@thesocialrace.com) or by postal mail to the following address: 77 rue Port de Carême, PEROLS (34470), FRANCE.

For more information on how User’s personal data are processed, we invite the User to read our Privacy Policy, available on [www.thesocialrace.com](http://www.thesocialrace.com).

If the User considers that, after having contact with The Social Company, his/her rights are not respected, he/she has the right to address the complaint to the National Commission for Information Technology and Civil Liberties (*CNIL* in French).



## **ARTICLE 11 - APPLICABLE LAW AND LANGUAGE**

- 11.1.** The TU, as well as the totality of the contractual information mentioned on the Platform, are written in French language.
- 11.2.** The TU are determined and interpreted in accordance with French law.