

## General Conditions of Sale and Use

The General Conditions of Sale and Use are agreed to between Squadeasy (“Squadeasy” or “us”) and the User (“User” or “you”).

Registering on the Site, being a customer of Squadeasy or signing any contract mentioning these conditions acknowledges the User’s acceptance of these General Conditions of Sale and Use.

The General Conditions of Sale and Use (“GCS” and “GCU”) are applicable to all use of and access to Squadeasy. User may read them when User registers and they are available at any time on the Site.

The User acknowledges to have read and understood the GCS and GCU and hereby accepts that they are binding upon User. The GCS and GCU prevail over all other contractual documents issued by the User.

Squadeasy reserves the right to modify, add to, or update these conditions of use at any time by posting them on this page, or by any other means of communications. Users will be notified of any additions, amendments, or modifications one month before they come into effect.

## DEFINITIONS

Application refers to the “Squadeasy” mobile application available for download on the Appstore and the Play Store.

White Label Applications refers to all mobile applications made by LiveHappier SAS for clients which are available on the Appstore and the Play Store.

Third-party application refers to mobile applications, GPS watches or other connected devices that collect or calculate data to measure the User’s physical activities or training which can be synchronized with User’s Account.

Chat refers to the service which can be found in the Application and the web platform which let Users exchanges messages. These messages can be in text or photographic form.

Account refers to the space on the Site or Application which Users manage with a username and password.

Personal Data refers to any personal data about individuals who may be identified while using the services.

Intellectual Property Law refers to all industrial property rights and literary and artistic property including patents, brands, designs and models, as well as copyrighted materials (audio-visual effects, graphic interfaces, preparatory design material, software and source codes, specifications and auxiliary documentation).

Experience refers to providing the platform and application to clients whereby Users can participate as a team by earning points, answering quizzes, completing missions, and engaging in physical activities recorded with or without the intermediary of a third-party application.

Mission refers to the objective of a physical activity which is to be achieved in a given amount of time, especially one which helps users earn points for their team

User represents any person identified on the application or website

Quiz refers to a multiple-choice or open-answer question regularly given to the User which earns points for User’s team

Squadeasy's services refers to the Squadeasy mobile application produced by the company LiveHappier SAS, the web platform <https://squadeasy.com/>, and all the White Label Applications produced by the company LiveHappier SAS for clients and associated web platforms.

Site/Web Platform refer to the LiveHappier SAS website which can be accessed at <https://squadeasy.com/> and web platforms related to applications made by White Label LiveHappierSAS and/or to any address that would be substituted and/or via any redirect or other URL, including every page and section contained therein, as well as the entire tree structure of said sites, including the Site Content.

## DEFINITION OF SERVICES

Squadeasy is a fun and athletic team experience that records the User's physical activities with or without the intermediary of a third-party application which transforms them into points to help the User's team progress up the rankings. Missions and quizzes regularly spice up the User's experience and help the User and User's teammates earn even more points and stay happy.

## USE OF SERVICES

Squadeasy's services are available on: Android - from version 5 onwards and iPhone - from iOS 10 onwards.

Squadeasy's services are not available on Windows Phones.

If the User doesn't have the right phone, User may synchronize the activities from the web platform depending on other applications or connected objects that User uses (Strava, etc.).

## PERSONAL LOGIN INFORMATION

When the User creates an account, User must enter certain information on the website including User's full name and valid email address. We do the utmost to ensure the protection of personal data which is treated in compliance with the Personal Data Processing Policy and our Privacy Policy, which may be consulted at <https://squadeasy.com//app/fr/privacy>. This policy explains how we manage, process, and store data while providing our services. The User is responsible for the consequences of any misleading or wrong information entered. However, the User has the right to modify personal data.

The User must keep account login information confidential and secure, including passwords and usernames, and must inform us immediately of any unauthorized use of User's account or any theft or loss of login information. Each account is strictly personal; using and accessing an account is reserved for individuals who have been authorized by the User. The User acknowledges and accepts responsibility for any illegal, illicit, or fraudulent use of his account. The User will indemnify and protect us from any action or claim arising from such use. We reserve the right to ask the User to provide proof of identity before granting access to User's account.

## MINIMUM AGE

The User must be over sixteen (16) years old to create an account and use Squadeasy's service products.

The User acknowledges that if User is a minor, his Parents or legal guardians (hereinafter referred to as his "Parents") must give us their authorization by contacting us. Our teams will answer any questions the User and User's Parents may have regarding the use of our products and services as well as rules relating to personal data collection.

If we acquire data from individuals under the age of sixteen (16), or a minor who has used our products and services without their Parents' consent, we will be obliged to permanently delete the data from our servers when we are notified.

## TERMINATION

The User can stop participating in the experience at any time by deleting the User's account via a button on the web platform or application. The User's data will then be deleted immediately.

In order to ensure free access to User's data, a User may recover it by sending an email to [boogie@squadeasy.com](mailto:boogie@squadeasy.com).

## SUBSCRIPTION

### FREE SERVICE FOR INDIVIDUALS

Squadeasy for private individuals is a gamified experience platform for running, cycling and walking, by team on a free mobile application which is available to download on the AppStore, Google Play, and a web platform.

### PAID COMPANY SERVICE

Squadeasy is a multi-activity teambuilding platform (walking, cycling, running and quizzes) which is available to download on the AppStore, Google Play, and on <https://squadeasy.com/>.

Depending on what option the company client chooses, partner brands selected for the quality of their products and ethics may be used to reward Users for their commitment while using the service.

A corporate client may also decide to set up individual and group incentives to benefit charities, for instance.

## INTELLECTUAL PROPERTY

Squadeasy belongs to LiveHappier SAS which is registered in the Paris Trade and Companies registry under number 808 330 377.

The Squadeasy brand was registered at the INPI (Institut National de la Propriété Industrielle, National Industrial Property Institute) on February 13, 2019 under number 18022358 in product and service class number 9.41.

The Squadeasy brand was registered at the EUIPO (European Union Intellectual Property Office) on February 13, 2019 under number 018022358 in product and service class number 9.41.

Unless stated otherwise, LiveHappier is the sole owner of all the text, graphics, logos, images, photos, and videos available on their services.

Every aspect of the site, such as graphics (including graphic interface), logos, headers, icons, service names, literary content, computer program, etc., is protected by copyright and remains the full property of its author. The User is not authorized to use the content or design of the site. The User cannot use, copy, modify, create or distribute a derivative work. The User cannot reverse engineer or decompile the computer program in order to extract the source code. Any activity that violates these terms or violates copyright will be prosecuted in accordance with applicable laws in force and sanctioned under intellectual property law.

#### LIMITATION OF LIABILITY

Squadeasy's services may include User-generated content ("UGC"). User-generated content (including, but not limited to, messages and photos sent by chat, profile photography, team photography, etc.) is not moderated on behalf of LiveHappier, its managers, employees, agents, partners or licensors. However, LiveHappier, its directors, employees, agents, partners and licensors reserve the right to modify and delete the UGC if we receive a complaint from another User. We may be obliged to withdraw the UGC in order to comply with Legal Standards, an injunction, or a decision rendered by any jurisdiction or competent authority.

The User hereby grants Squadeasy and any of our group and affiliated companies a non-exclusive, transferable, free license (including all rights to sublicense) in order to use, reproduce and publish a User's UGC on any platform or in any format (which currently exists or will be invented in the future), worldwide and without restriction.

The User declares and guarantees that every UGC that User submits is User's own work or that User has obtained all the necessary rights and authorizations from the owner of the work and that User has all the relevant rights to the UGC which allow User to grant the rights and authorizations contained in this clause.

If the UGC contains images of people or names or identifies individuals, the User guarantees, declares and agrees to the following:

1. every included or identified individual is over 18 years old and has expressly agreed to appear in the UGC that the User submits the UGC to our Website and/or application, and
2. if included or identified individuals are under 18, the User:
3. is the Parent of these included or identified individuals, or
4. has obtained the express agreement of a Parent of these included or identified individuals so that they may appear in the UGC that the User submits the UGC to our Website and/or application.

The User renounces and unconditionally and irrevocably agrees not to assert (or obtain the same from any third party, where applicable) any moral or similar rights and any right of publicity or respect for private life in any country of the world in relation to the UGC, to the fullest extent permitted by law.

The User declares and guarantees that the UGC (specifically, its use and publication) does not:

1. infringe copyright or rights on a database, trademark, privacy or advertising rights, or any other intellectual property rights or rights related to any natural or legal person; and/or
2. contain any defamatory material about anyone else; and/or
3. contain any misleading or deceptive statements or any omission or false statements as to User's identity (for example, by impersonating someone else) or User's affiliation with any natural or legal persons; and/or
4. breach any legal or fiduciary obligation to a third party, in particular a contractual or confidentiality obligation; and/or
5. advocate, encourage or assist in any discrimination based on race, sex, religion, nationality, disability, sexual orientation or age: and/or
6. contain any malicious code, such as a virus, worm, Trojan horse or any other potentially harmful program, code or material; and/or
7. violate any law, ordinance, rule or regulation, (collectively or individually referred to as the "Legal Standards").

If the UGC contains any content which the User does not own or which has not been licensed to User and/or which is subject to third party rights, User is required to obtain every necessary authorization, agreement and/or license which allows us to use User's UGC before User submits it, without any additional consideration.

The User declares and guarantees us that the User's UGC:

1. is correct when stating facts; and/or
2. is sincere when expressing opinions (e.g. for product or service evaluations).
3. The User also declares and guarantees to us that his UGC (including its use and/or publication) will not contain anything which is:
  1. obscene, hateful, offensive or which does not conform to commonly accepted French moral standards in any other way; and/or
  2. reasonably likely to bully, upset, annoy or worry anyone (including, but not limited to, so-called online harassment or bullying); and/or
  3. threatening, abusive or invasive of privacy or causes discomfort, inconvenience or anxiety; and/or
  4. sexually explicit; and/or
  5. which advocates, encourages, contributes to or depicts scenes of violence; and/or
  6. which advocates, encourages or assists in any illegal activity or illegal act or omission; and/or
  7. could be deemed to constitute unsolicited or unauthorized advertising or promotion, spam or unsolicited messages (including chain mail, pyramid schemes or other forms of solicitation or advertising, commercial or otherwise); and/or
  8. which may be perceived as originating from Squadeasy or is endorsed by or linked to us, if this is not the case.

Squadeasy's services are provided "as is" with no guarantees. LiveHappier and its managers, employees, agents, partners and licensors hereby disclaim every guarantee regarding Squadeasy's services including, but not limited to, every implicit guarantee or condition of merchantability, suitability for individual use, ownership and non-infringement. Squadeasy and its managers, employees, agents, partners and licensors do not guarantee that: (a) the service will meet the requirements of the User; (b) its content will be available or that the service will be uninterrupted, timely, secure, and free of errors; (c) the results obtained by using the service will be accurate or reliable; (d) the quality of any product, service, information or other material purchased or obtained by the User via the service will meet his expectations; and (e) any errors in the services will be corrected.

Each User expressly accepts that Squadeasy does not provide any medical advice. Content provided by the services, including all text, photographs, images, illustrations, graphics, audio, videos and audio-video clips, and other materials, provided by us or by other account holders or by third parties, are not intended for, and should not be used in place of (a) the advice of the User's physician or other healthcare professionals, (b) a visit, call or consultation with the User's doctor or other health professionals, or (c) information contained in a package or on the label of a product. If a User has health-related questions, User should call or consult a doctor or other healthcare provider. If a User has an emergency, User should immediately call User's doctor. A User should never ignore medical advice or delay a medical consultation because of any content presented on Squadeasy and should not use the services or any content within the services to diagnose or treat a health problem. The transmission and reception of our content, wholly or partially, or communication by internet, email or other means, does not constitute or create a doctor-patient, therapist-patient or any other healthcare professional relationship between Squadeasy and the User.

The User expressly acknowledges that sports activities involve certain inherent and significant risks of material damage, bodily injury, or death and that each User voluntarily assumes all known and unknown risks associated with these activities, even if they are caused entirely or partially by the action, inaction, or neglect of Squadeasy or others.

The User expressly acknowledges that Squadeasy do not assume responsibility for the inspection, supervision, preparation or conduct of any race, competition, challenge or group activity using the services, including events organized by a club administrator.

The User expressly agrees to release managers, agents, representatives, employees, partners, and licensors of Squadeasy (the "released parties") from any responsibility for its sports activities and/or use of the application and undertakes not to prosecute the released parties for any complaints, actions, injuries, damage or loss associated with this use. Each User further accepts that under no circumstances may the released parties be held liable to User or any third party for any direct, indirect, punitive, incidental, special, or consecutive damage arising from or related to the use or misuse of the application in any way when doing sports activities, (b) its activities with third-party suppliers or advertisers available through the service, or (c) any delay or inability to use the services, or (d) all information, software, products, services or content obtained through the services, whether done so as part of a contract, as a result of damage or strict liability or otherwise, even if Squadeasy has been advised of the possibility of damage.

Squadeasy does not endorse any User's content and Squadeasy disclaims all responsibility toward any person or entity for any loss, damage (real, consequential, indirect, punitive or other), injury, complaint, responsibility or other cause of any type or character based on or resulting from any content on the service.

The User is responsible for the use of login credentials and password, which User will make sure to keep confidential, and for which Squadeasy will not be held responsible if the User discloses them.

## FORCE MAJEURE

Squadeasy is not responsible for any failure or delay resulting from events of force majeure within the meaning of article 1218 of the Civil Code, including, but not limited to, strikes, lockouts, termination of internet access by the provider, the website being hacked, etc. ("Force Majeure").

In the event of Force Majeure, the Contract binding us will be suspended automatically during the entire period of Force Majeure, and neither party may be held responsible by the other for any contractual delay or non-performance due to such an event. However, the defaulting party must immediately inform the other Party of the Force Majeure condition and make a reasonable effort to resume the performance of its obligation as soon as possible. It is agreed that during a Force Majeure condition, the other Party may similarly suspend the execution of its obligations until the defaulting Party resumes the execution of its own obligations. The Parties will meet in order to determine, by common agreement, the conditions of development or replacement allowing a resumption of the execution of the Contract as soon as possible. In the event of Force Majeure preventing the continuation of contractual relations for a period exceeding sixty (60) days, the Contract may be terminated by either Party by registered letter with acknowledgment of receipt, effective immediately. Notwithstanding the foregoing, a Force Majeure event may in no case excuse or delay the obligations of a Party regarding Confidentiality or Intellectual property rights.

## COMPETENT TRIBUNAL AND APPLICABLE LAW

These Terms and Conditions are subject to French law. In the absence of an out of court settlement, any difficulty related to their interpretation or validation or any dispute opposing us will be the exclusive jurisdiction of the court of Paris, France, notwithstanding a plurality of defendants or the introduction of third parties.

## LEGAL NOTICE

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