



GENERAL CONDITIONS OF USE

Up to date on January the 1st, 2023

Article 1: DEFINITIONS

Within these GCU, the words or expressions beginning with an uppercase letter and not defined above will have the following meanings:

Applications: a downloadable program, whether free or paid for, developed to be installed on mobile equipment and executable from the operating system of a mobile device, such as a smartphone or tablet.

Account: the personal space created by the User with the aim of managing the preferences pertaining to the Services that he/she uses or storing the totality of his/her purchases.

Information: the totality of works, information, and publications (articles, photos, videos, podcasts, personal contribution spaces, brands, etc.) accessible via the Sites and/or the Applications.

Partners: third-party companies to FREEMIUMPLAY for which codes, the subject of the contract, will be activated and with whom FREEMIUMPLAY carries out contractual relations.

Reaction(s): all of the comments that the Users can publish on the Sites and/or Applications and in particular after the activation of codes.

Service(s): all of the online services offered by the company FREEMIUMPLAY and/or its Partners and which the Users may access from the Sites and/or the Applications.

Sites: all of the partner internet pages through which the Services are accessible.

User(s): any natural person having access to the Sites and/or Applications, wherever he/she may be and regardless of the means of connection to the Sites and/or Applications.

Article 2: ACCESS AND USE OF THE SERVICES AND INFORMATION OF THE SITES AND APPLICATIONS

The equipment and material means allowing for access to the Sites and/or the Applications are the exclusive responsibility of the User. The User is also responsible for the telecommunications fees involved in accessing and consulting the Sites and/or Applications.

The User commits to respecting the obligations provided for in these present GCU, particularly those in Article 6 (GUARANTEES) of the present GCU.

The Site is accessible to all without age restriction. The User acknowledges that some of the Partners offered by the Site/Application may be for adult use only. It is the responsibility of the User and the Partner Site to prevent access to the said Partner Service site.

The User is informed that the free access to the content and services of the site may be financed by revenue connected with advertisements displayed on this space.

The User thus accepts the display of advertisements.

Article 3. INTELLECTUAL PROPERTY

The company FREEMIUMPLAY is the exclusive owner of all of the intellectual property rights bearing on both the structure and the content of the Sites and Applications, unless otherwise expressly stated.

The present GCU do not involve the transfer of intellectual property rights to the advantage of the User either of the structure or the content of the Sites and the Applications and their Services. For the use of any Information for any purposes that are not strictly personal, the User must make prior contact with FREEMIUMPLAY at the address given in the legal notices section in order to obtain the necessary authorization to this end.

The User expressly commits that his/her use of the Sites and/or Applications does not violate the rights of FREEMIUMPLAY, and in particular that this use does not constitute a counterfeit or unfairly competitive or prejudicial use of the Information.

Article 4. COLLECTION, PROCESSING AND PROTECTION OF PERSONAL DATA

The company FREEMIUMPLAY respects the privacy of Users and is in strict compliance with existing laws on the protection of personal data. The information communicated directly or indirectly by the User by means of forms present on the Site as



well as on the Applications and other elements evoked in the present article is necessary to answer the User's questions

In application of the provisions of French law n°78-17 from 6 January 1978 ("information and Liberty"), as modified by law n° 2004-801 from 7 August 2004 pertaining to information, data files and liberty, each User has the right to oppose, access, rectify and delete data concerning him/her. Moreover, FREEMIUMPLAY is in compliance with regulation n°2016/679, known as the General Data Protection Regulation, which took effect on 25 May 2018, in terms of its privacy policy and its legal notices.

Each User may exercise his/her rights in this respect by contacting FREEMIUMPLAY using the "Contact" form at the bottom of each of the pages of its Sites, or by writing directly to the following email address: letsplay@freemiumplay.com

Article 5. AVAILABILITY OF THE SITES AND THE APPLICATIONS

The FREEMIUMPLAY company commits to making its best efforts to secure the access, consultation and use of the Information and/or Services of the Sites and Applications.

The Sites and Applications are available 24/7 except in the event of force majeure or the occurrence of an event outside of its control and subject to potential outages and maintenance operations necessary for the proper functioning of the Sites and Applications. Maintenance operations may be carried out without Users being alerted beforehand.

The User declares that he/she accepts the characteristics and the limits of the Internet and of site operating systems and acknowledges that:

- Use is done at one's own risks and perils;
- Sites are accessible 'as is' and depending on their availability;
- The User is responsible for the protection of his/her own data and it is incumbent upon him/her to take all appropriate measures to protect it from any viruses that may be present on the different services.

Article 6. GUARANTEES PERTAINING TO THE USE OF THE SITE'S INFORMATION AND SERVICES

Each User expressly commits:

- to not use software or procedures designed to copy information without the prior express approval of FREEMIUMPLAY;
- to not alter, modify or create derived works from the information collected, without the prior express consent of FREEMIUMPLAY;
- to not extract or reuse, even for personal purposes, without the prior written authorisation of FREEMIUMPLAY, a part, whether substantial or not, of the content of the databases and archives constituted by the Sites and/or the Applications;
- to not collect information on third parties, including email addresses, on the site or from partners in order to use such information for commercial solicitation or a similar purpose, or to incorporate it into a referencing service or a similar purpose, whether free or paid, or to use it for the purposes of competitive intelligence;
- to not implement systems that may, or that are of the nature to, carry out, in whole or in part, counterfeit operations or an act of unfair competition to the site or that are of the nature that they would violate the present GCU;
- to inform FREEMIUMPLAY immediately as they become aware of any violation whatsoever (in particular of intellectual property rights), of any illicit or non-contractual use of the information of the site, without consideration of the means of transmission used.

Prior authorizations from the aforementioned Publisher in this article may be requested by contacting the relevant Publisher at the address indicated in Article 4 of the present GCU.

Article 7. DIVERSE PROVISIONS

Shall be deemed nugatory any provisions of the present GCU declared null or inapplicable by application of a law, a regulation or a definitive court ruling. Nevertheless, the other provisions shall remain in effect.

The contractual relationships between FREEMIUMPLAY and the User are governed by the provisions of the present GCU.

Article 8. APPLICABLE LAW AND DETERMINATION OF JURISDICTION

The present GCU are subject in all respects to French law. The French version of it shall be considered definitive. The Parties agree to do their utmost to amicably resolve any dispute that may arise from the interpretation, performance and/or termination of the present GCU.

In any event, the User may file a complaint with the Commission Nationale de l'informatique et des libertés (National Commission for Information Technologies and Individual Freedom), under the conditions set out in Article 5 of the present GCU.

