

Terms and Conditions

SPORT HEROES

Effective Date: May 18th, 2018

Foreword

Sport Heroes Group [hereinafter referred to as “Sport Heroes Group”] has developed a technology [the “Technology”] published and accessible at <https://connect.sportheroes.group/> [hereinafter referred to as “Sport Heroes” or “the Platform”] which collates data on sporting activities and personal data from Members via Partner Applications.

Having created an account on Sport Heroes, Members benefit from this Technology and can thus participate in platform experiences [“Experiences”] through dedicated sites developed by Sport Heroes Group on its own behalf (Running Heroes, Cycling Heroes, Skiing Heroes and United Heroes) or on behalf of third parties [hereinafter the “**Sites**”].

1. SUBJECT OF THE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use [hereinafter the “Terms”] aim to define the terms and conditions of use and access to the Platform and the conditions for registering the User.

Anyone wishing to access the services offered on the Platform irrevocably agrees to acknowledge, accept and unconditionally comply with these Terms and the Privacy Policy (insert a clickable link) which forms an integral part of it.

2. LEGAL INFORMATION

PUBLISHER

SPORT HEROES GROUP

Paris Trade and Company Register No. 802 532 200
Share capital 7,207€
Intra-community VAT number FR61802532200

11 rue laborde

75008 Paris, France

email contact@sportheroes.group

Publication Director: Mr Boris Pourreau, President

Sport Heroes Group has taken out a civil responsibility insurance policy with Hiscox, 12 Quai des Queyries – CS 41177 – 33072 Bordeaux, France.

HOSTING

Amazon Web Services, Inc.

3. DEFINITIONS

In these Terms, words or expressions beginning with a capital letter have the following meanings:

“**Partner Application**” refers to mobile applications which may or may not operate in connection with GPS watches or other connected items and which track data connected with Members’ physical activity by collating and compiling it, establishing statistics and making it possible to share these with other Members;

“**Account**” refers to the dedicated area on Sport Heroes that is managed by the Member. Principally, it enables the exchange of information and access to the Technology developed by Sport Heroes Group.

“**Data**” refers to any information about the Member that they provide on the Site as well as data connected to the Member’s physical activity (e.g. number of kilometres covered, time, average distance, average pace) retrieved from the Partner Applications.

“**Personal Data**” refers to any information of a personal nature in the sense of the French Data Protection and Freedom of Information Regulation, enabling a Member to be identified:

“**Connected Experience**” refers to the services proposed/the program to share data, encourage and reward sporting effort proposed by the Sites developed by the Sport Heroes Group on its own behalf (Running Heroes, Cycling Heroes, Skiing Heroes) and on behalf of third parties.

“**Member**” refers to any adult natural person with full legal ability to enter into a contract and holding a Sport Heroes account.

“**Data Protection and Freedom of Information Regulation**” refers to the French Law No. 78-17 of 6th January 1978 (modified) and any equivalent regulation which enters into force subsequently to the entry into force of this Contract;

“**Physical Activity Questionnaire**” refers to the questionnaire offered to Members helping them to establish their sports profile.

“**Site**” refers to web sites enabling Members registered on Sport Heroes to participate in Connected Experiences.

“**User**” refers to any natural person who connects to the Platform without being a Member.

4. REGISTRATION

When a User wishes to participate in a Connected Experience, they must first create an Account on Sport Heroes and become a Member.

Registration with Sport Heroes is exclusively reserved for adult natural persons with the full legal ability to enter into a contract and is a prior and necessary condition to be able to participate in one or more Connected Experience(s).

4.1 How to register

Registration is free and does not involve any costs to the Member.

To register for a Connected Experience, Users should go to the Connected Experiences Site and click on “Register”.

The following information is requested on the Site during the registration process:

- Last name
- First name
- Email address
- Password

This information may vary from one Connected Experience to another. Users may also register through their Facebook or Google accounts.

As soon as this information is provided via the Connected Experience Site, and the Site and Connected Experience terms and conditions have been accepted by the User, the User becomes a Member of Sport Heroes.

The new Member is then invited to connect their Partner Application and will be directed towards the Sport Heroes Platform.

Members must notify any changes in the information provided during their registration, particularly in terms of their email address.

4.2 Members

Once their registration is approved, Members may:

- synchronise one or more Partner Application(s) to measure their physical activity;
- access information connected with their own sporting activity;
- access and modify information relating to their profile;
- participate in Connected Experiences through the dedicated Sites.

All Members declare that they are fit to take part in Connected Experiences and agree that they do so under their own responsibility. As such, the Member declares that they are fully aware that the role of the Publisher is not to help prepare a Connected Experience, nor to give any sporting advice relating to training or taking part in a sport, but only to enable them to have access to the Connected Experiences and to share their training data with other Members.

5. NOTIFICATIONS

Sport Heroes Group sends Members of Sport Heroes notifications related to their use of Sport Heroes (Platform updates) or notifications which enable Members to be informed of Connected Experiences developed by Sport Heroes Group on its own behalf (Running Heroes, Cycling Heroes, Skiing Heroes and United Heroes) in which they can participate through their Account.

Sport Heroes Group agrees to obtain the prior consent of Users and Members before sending any notifications by email, as defined in the Data Protection Policy.

Members may unsubscribe at any time from the email distribution list sent by Sport Heroes Group by clicking on the 'unsubscribe' link at the bottom of each communication.

6. INTELLECTUAL PROPERTY

Sport Heroes Group is the exclusive holder of all intellectual and industrial property rights relating to the Sport Heroes Platform, its content and any elements making it up (e.g. development, logo, style guide, texts, pictograms, etc.) notably in terms of copyright, database legislation, trademark law, and the protection of designs and models.

Any reproduction of the Sport Heroes Platform, its content or constitutive elements without the express and prior permission of the Sport Heroes Group is forbidden and— notwithstanding legal exceptions (e.g. “right to quote”) – may constitute an act of counterfeit leading to civil and/or criminal sanctions.

7. ACCESSIBILITY OF THE SPORT HEROES PLATFORM

Sport Heroes is freely accessible to anyone with an Internet connection.

The User agrees that they have the ability and technical resources necessary to access Sport Heroes and that they have checked that the IT configuration they use contains no viruses and is in perfect working order.

Sport Heroes Group strives to ensure that Sport Heroes is accessible 24 hours a day, seven days a week.

However, Sport Heroes Group does not provide any guarantee as to the accessibility of Sport Heroes and will not be held responsible for any direct or indirect damage incurred as a result of it being impossible to access Sport Heroes, whatever the reason for its lack of availability.

Under no circumstances will Sport Heroes Group be held responsible for an interruption in service, whatever the reason, for any malfunction of the network or servers or any other event outside its reasonable control, which prevents or deteriorates access to Sport Sport Heroes.

Sport Heroes Group reserves the possibility of interrupting, temporarily suspending or modifying without prior notice access to all or part of the Site, notably in order to carry out maintenance or for any other reason.

Sport Heroes Group cannot be held responsible for any loss or damage that occurs following a failure to access to Sport Heroes or Sites enabling them to participate in Connected Experiences.

All costs of any kind, related to accessing Sites or the Platform, are exclusively the responsibility of Users or Members.

8. MEMBERS' OBLIGATIONS

8.1 Security

Members alone are responsible for the security and confidentiality of their username and password.

Members are obliged to promptly inform Sport Heroes Group in the event of loss, misappropriation or unauthorised use of their Account (email address, username, password).

Members must respect the codes of conduct, use and rules of behaviour that are published on Sport Heroes and on Sites enabling them to participate in Connected Experiences.

8.2 Fraud

Any fraud or abuse by the Member during the use of Sport Heroes will lead to their Account being removed and may give rise to legal proceedings and, where appropriate, may lead to the results obtained being deleted and registration on the Sites enabling their participation in Connected Experiences being cancelled.

9. RESPONSIBILITY

All information featuring on Sport Heroes is provided for information purposes only and may not be understood, in any way whatsoever, as being specific advice provided by Sport Heroes Group for Users or Members.

Users and Members recognise that, notwithstanding legal provisions to the contrary, Sport Heroes Group cannot be held responsible for indirect damage incurred by Users and/or Members in connection with the use of the Programme and/or the Site, the impossibility to use Sport Heroes or to participate in Connected Experiences via the dedicated Sites.

Sport Heroes Group can also not be held responsible for cases where damage is due to Users or Members, in the event of force majeure in the sense of French law, or in the event of a fault by a third party over which Sport Heroes Group has no control.

10. ACCOUNT CLOSURE

10.1 By Members

Any Member may, at any time, end their registration by sending an email to the following email address contact@sportheroes.group.

For processing reasons, your request will be taken into account by Sport Heroes Group within a maximum of 7 (seven) days following receipt of your email.

Any request to close an Account by the Member will lead to them losing access to Sport Heroes **AND** Sites enabling them to participate in Connected Experiences.

10.2 By Sport Heroes Group

Sport Heroes Group reserves the legal right to end any Member's registration, without notice and without legal formalities through email or recorded delivery, notably in the following cases:

- in the event of use of Sport Heroes which is not in line with these Terms and counter to public order and moral standards;
- in the event of an attack on the rights of Sport Heroes Group or third parties;
- in the event of non-compliance with the applicable regulations;
- in the event of fraud or any malicious act against Sport Heroes or Sites enabling participation in Connected Experiences;
- in the event of death;
- in the event of user names/passwords being compromised;
- in the event of an Account being available to an unauthorised third party;
- in the event of changes to legislation or regulations or any decision from an administrative authority that affects Sport Heroes;
- in the event of Sport Heroes ceasing to trade.

When an Account is closed to the detriment of a Member, this is carried out without prejudice to any payment of damages or interest to Sport Heroes Group.

11. MODIFICATIONS / END OF SPORT HEROES

Sport Heroes Group reserves the possibility to change or modify, at any time and without prior notice, any element of Sport Heroes, including, notably, data displayed.

In the event of significant changes, these will, where appropriate, be communicated to members.

12. APPLICABLE LAW AND JURISDICTIONAL COMPETENCE

Notwithstanding the country in which the User uses Sport Heroes, these Terms are exclusively governed by French law.

Given the global dimension of the Internet, Users must comply with the rules applicable in the region in which they consult Sport Heroes. It is therefore recalled that they are responsible for checking in advance the legality of the actions they carry out on Sport Heroes in terms of the laws and regulations in force in the region from which they carry out these actions and operations.

In the event of a dispute relating to the interpretation, validity and consequences of these Terms, the Parties agree initially to seek an amicable solution. Any complaints must be addressed to Sport Heroes Group by letter or email to the addresses mentioned above.

If an amicable agreement is not possible, any disputes to which the Terms give rise will be submitted to the jurisdiction of the French courts.