

## TERMS AND CONDITIONS OF SALE AND USE

Sport Heroes (“SPH”) offers a digital service platform aiming to encourage sport among its users. The platform is accessible from SPH sites and through SPH applications (hereinafter, as a whole, the “Platform”).

These Services are developed by SPH under its own brands (Running Heroes, Cycling Heroes, Swimming Heroes and United Heroes) and in partnership with third parties, companies and partners. The Platform and Services are accessible to Users free of charge or by Subscription as part of the United Heroes corporate offer.

When the Services accessible to Users are provided to them via a Partner Platform operated by SPH, they may be offered to Users by SPH’s Partner Company, under the conditions specified in these Terms and Conditions (“Terms and Conditions”).

### **Article 1 - Compliance with the Terms and Conditions**

Access to the Platform and any use of the Services automatically implies acceptance of the Terms and Conditions.

Sport Heroes reserves the right to modify these Terms and Conditions at any time through publication of a new version on the Platform. The applicable Terms and Conditions are those available on the last day the User connected to the Platform.

It is recommended that Users regularly check and carefully read the latest version of the applicable Terms and Conditions.

### **Article 2 - Publisher of the Services**

The SPH Sites and/or the SPH Applications, and the Platform, as well as the Partners Sites and/or Partner Applications and the Partner Platforms are published by Sport Heroes, a French *société par actions simplifiée* with a capital of 11475.30 euros, headquartered at 18 Rue du Faubourg du Temple, 75011 Paris, registered on the *Registre du Commerce et des Sociétés de Paris* under number 802 532 200 (VAT intracommunity number: FR618025332200).

The Director of the publication of the SPH Sites, the SPH Applications and the Platform is Boris Pourreau.

As for the Partners Sites and/or Partner Applications and the Partner Platforms, the Director of the publication is also Boris Pourreau, unless otherwise specified in the Partners Services accessible to the User.

The SPH Sites, the SPH Applications and the Platform are hosted by AWS (Amazon Web Services), headquartered in Ireland.

As for the Partners Sites and/or Partner Applications and the Partner Platforms, they are hosted by AWS, unless otherwise specified in the Partners Services accessible to the User.

You can contact SPH by email at the address [help@sportheroes.group](mailto:help@sportheroes.group).

### **Article 3 – Definitions**

For the purposes of these Terms and Conditions, the following terms are defined:

*Subscription:* a contract between the Subscribing Company and SPH concluded upon the creation of a Company Page on United Heroes, whose provisions are set out in the Terms and Conditions;

*Partner Applications:* mobile applications giving access to Partners Services at the request of the Partner Company;

*SPH Applications:* mobile applications developed by SPH and belonging to the Services, in particular, but without this list being exhaustive; United Heroes, Running Heroes, Swimming Heroes, Cycling Heroes;

*Third-party applications:* mobile applications, GPS watches or other connected devices which collect or calculate User's physical or training measurement data and when the User connects them to their User Account, enable data to be collated in order to validate it, compile it, to extract statistics from it and share it within the User community;

*Employee:* natural person who is a User and who is employed, is an intern or trainee in relation to an employer or executive director affiliated to the general social security scheme for employees and recognised as such by the Subscribing Company, under its responsibility, as part of a United Heroes Subscription;

*User Account:* the interface dedicated to a User, securely accessible by them on the Platform or the Partner Platform during the Hours of Availability and enabling the use of Services by the User;

*Terms and Conditions:* the present terms and conditions of sale and use;

*Content:* any document, photograph, article, information which is accessible or downloadable from through Services or Partners Services, in the form whatsoever and in particular texts, drawings, images or diagrams;

*Challenge:* refers to an incentivising online event which consists of offering interested Users the opportunity to participate in a sporting activity/event within a limited period of time. The conditions of the Challenge are defined in the relevant fact sheet and may or may not give rise to a Reward;

*User Data:* refers to i) any information relating to the User provided by the User when creating or using their User Account, as well as ii) data from third-party Applications that the User has requested to be included in their User Account;

*Partner Company:* company which has concluded a partnership contract to set up a Partner Platform;

*Subscribing Company:* a company which has taken out a United Heroes subscription with SPH. It must be a legally constituted entity and represented by a person duly authorised to do so.

*Hours of Availability:* 24 hours a day, 7 days a week, excluding Down Times

*Login details:* the personal and confidential ID and password chosen by the User when creating their User Account;

*Company page:* a personalised page only accessible to Employees from the Subscribing Company;

*Partner:* any organisation or company which is listed or will be listed within the Programme and which may, as appropriate, provide Rewards to the Members according to the Effort Points they have earned;

*Down Times:* periods when all or part of the Platform is unavailable for maintenance purposes or when all or part of the functions of the Platform or the Services are unavailable;

*Platform:* software infrastructure, database and information exchange interfaces developed and operated by SPH, accessible to Users via SPH Applications or SPH Sites. The Platform and its components are the intellectual property of SPH or are subject to intellectual property rights owned or licensed by SPH. In particular, SPH is a producer of the database of Users of the Services available through the Platform or Partner Platform, within the meaning of Article L341-1 of the French Intellectual Property Code, insofar as SPH finances its creation, structuring, maintenance and operation. The Platform includes a set of features allowing User Data to be shared and sports activities to be promoted and rewarded as part of the Services. The Platform is part of SPH's intangible assets, know-how and intellectual property;

*Partner Platform:* a version of the Platform which is adapted to the image and activities of a Partner Company, and which may offer Content, Rewards and Services specific to Users, in accordance with the Terms and Conditions and any special conditions applicable to them;

*Effort Point:* refers to points automatically attributed by the Platform or the Partner Platform according to, in particular, the User's Data, such as the distance covered;

*Programme:* refers to the physical activity and sports targets proposed and published by SPH through the Platform or Partner Platform. A programme which shares Users Data and recognises and Rewards sporting activity;

*Reward:* refers to any commercial promotion or prize in the form of benefits, products or services, offered within the Services by SPH or its Partners through the Partner Platform or Platform and intended to be offered or presented to Users;

*Applicable Regulations:* refers to (i) EU Regulation 2016/679, adopted on 27 April 2016 ("GDPR"), (ii) Directive 2002/58/EC of 12 July 2002 ("e-Privacy Directive"), and any legislation replacing the GDPR and the e-Privacy Directive, (iii) any law, statute or regulation relating to the protection of Personal Data of a Member State of the European Union ("EU"), which may apply to one of the Parties in the context of its data processing activities or establishment in the EU, (iv) as well as decisions adopted by an authorised judicial or administrative authority of an EU Member State which are directly binding on one of the Parties by reason of its digital activities or establishment in the EU;

*Services:* all services provided by SPH to Users of the Platform or Partner Platform, with a valid and active User Account and including Basic Services and, where applicable, Optional Services;

*Basic Services:* refers to the Services provided by SPH under the Terms and Conditions that may include, subject to the User's choice, User Data from Third Party Applications;

*Optional Services:* refers to the Services provided by SPH at the request of a Company subscribing to United Heroes;

*Partner Services:* refers to the Services provided by SPH at the request of the Partner Company;

*Site:* SPH websites developed under its own branding, including but not limited to the following sites: <https://www.runningheroes.com/> ; <https://www.cyclingheroes.com/>; <https://www.united-heroes.com/>; <https://fr.swimmingheroes.com/>;

and/or any address which is substituted for it and/or any redirection URLs or other, including all pages and sections comprising it and, generally speaking, the entire tree structure of the said site, including the Site Content;

*Partner Site*: website allowing the User to access the Services available from the Partner Platform as well as the Partner Services, including but not limited to the following sites:  
<https://running.airfrance.com/>;  
<https://skodawelovecycling.fr/>;

*Support*: technical and operational assistance provided by SPH for the purposes of using the Platform, available by email at the address [help@sportheroes.group](mailto:help@sportheroes.group);

*Sports*: refers to the data and information used to measure a sport compatible with the Use of the Services;

*User*: refers to any person with a valid and active User Account. The User must be an adult natural person, enjoying full legal capacity and complying with the Terms and Conditions;

*Visitor*: any person who accesses SPH Sites or SPH Applications or Partner Services provided through a Site, Application or Partner Platform without being identified as a User connected to a User Account.

#### **Article 4 - Description of the Services**

The Services are provided by SPH to Users only. The Services, including those provided through a Partner Platform, may include the following features:

##### 4.1 - Technology and scope of services

- The Platform allows the integration of User Data from Third Party Applications such as major mobile sports applications, GPS watches and connected wristbands.

Users can integrate User Data from their usual Third-Party Applications into the Services and thus record all their User Data within the Platform.

- The Platform includes the following sports: walking, running, cycling and swimming, although this list is neither compulsory nor exhaustive.
- “Effort Points” are the unit of measurement of Users’ activities. The kilometres recorded on the Platform are transformed into Effort Points according to the Sport done, the intensity of the physical activity, and the user profile to guarantee the most level playing field.

##### 4.2 - Basic Services

4.2.1 - The Platform, including the Partner Platforms, includes the following Basic Services, accessible to all Users:

- Challenges: Every month, Challenges are set to motivate all Users to do better by setting concrete, attainable objectives.
- Rewards: As a result of their effort, Users are awarded points and may then exchange them against discounts or gifts from Partners of the Sport Heroes.
- Content relating to sport, health and nutrition are posted to invite Users to take up a long-term sporting activity. This content is accessible to Visitors, including those who are not Users.

4.2.2 - It also includes the following Basic Services for Companies Subscribing to a United Heroes Subscription and their Employees:

- A private internal page dedicated to the Subscribing Company, bringing together the Employees.
- A dedicated point of contact at SPH, in charge of liaising with Employees and running Services (the “Customer Success Manager”).
- A reporting system including aggregate Employee data.

- Ranking between Employees: Employees may challenge one another by consulting the ranking in real time.
- Ranking between Subscribing Companies: Every month, the inter-company rankings change, identifying the most active Subscribing Companies with the total number of points and the average number of points per Employee.

#### 4.3 - Optional Services

In addition to the Basic Services described in 6.2, United Heroes Subscribing Companies may request the following Optional Services;

- A personalised home page: a personalised page is proposed for subscribing Companies wanting their corporate style to be used for their access to the Platform.
- Personalised Challenges: Subscribing Companies may benefit from personalised Challenges organised on the occasion of an event specific to the Subscribing Company.
- Employee registration using a login system dedicated to the Subscribing Company (SSO SAML).
- Customised Content and Rewards.

#### 4.4 - Partners Platforms

SPH may provide Partner Services, in conjunction with Partner Companies.

In this case, specific conditions of use may apply. SPH is constantly modifying and improving its Services.

SPH will notify the Subscribing Company and the User of any functional changes and modifications to the Services. SPH reserves the right to add, change and delete features on the Platform, without this giving rise to any compensation to Subscribing Companies or Users.

#### **Article 5 - Creating the Company Page - Subscription to the Platform and Duration**

Access to the Services by a Subscribing company is conditional upon signature of a contract and the creation of a Company Page.

To find out more you can contact SPH at the email address indicted in Article 2.

#### **Article 6 - Creation of the Partner Platform**

The setting up and running of a Partner Platform is subject to the signature of a specific contract.

To find out more you can contact SPH at the email address indicted in Article 2.

#### **Article 7 - Operation of the User Account**

Users' access to their User Accounts is conditional upon their express acceptance of these Terms and Conditions.

In order to create the User Account, from the Platform, the User has to indicate their last name, first name, email address and password (and, optionally, their gender, city and, for Employees, a company and a team).

Their Account will then be created on the Platform.

SPH has no power to check the accuracy of the information communicated by Users for the creation of the User Account. Consequently, SPH cannot be held responsible for any false declaration or identity theft on the part of Users. Users agree to provide SPH with accurate information that is updated to reflect any changes.

The same information will be required for the registration of Users to a Partner Platform. Registration will take place directly on the Partner Site or the Partner Application concerned.

When an Employee wishes to participate in the United Heroes experience, he or she must first visit the United Heroes Site and enter the connection code to their Subscribing Company (provided to the Subscribing Company by SPH when creating their Company Page). An Employee becomes a User of the United Platform as soon as they have created a User Account on SPH).

In order to take part in the experience and use the Platform or Partner Platform, the User must connect at least one Third Party Application or GPS watch using their email and password on the Third-Party Application.

At the end of a United Heroes Subscription, all Subscribing Company data will be destroyed by SPH. If a User ceases to be an Employee of a Subscribing Company, they will be unsubscribed from the United Heroes platform but will keep their Sport Heroes User account.

The User Account and all personal data related to the User Account belongs exclusively to the User.

The User may request the deletion, modification or transfer of the data generated via the User Account. To do so, they can contact SPH at the email address indicated in Article 2.

#### **Article 8 - Access to the Account**

User Accounts can be accessed from any computer, tablet, smartphone or other connected device, using login details.

Accounts are accessible during the Hours of Availability.

Usernames are intended to restrict access to the Account only to the User holding the Account and to protect the confidentiality of User Data.

SPH does not have access to the passwords chosen by Users and cannot communicate them directly to them.

Users must ensure they do not reuse the same password that they use for their User Account in other apps. Users must not communicate their login details to their Account to third parties.

In general terms, the User is responsible for the security of individual terminals which they use to access the Services. They are responsible for restricting access to their computer, tablet, smartphone or other connected device and all activities carried out on their Account or with their Login details.

Login details may only be changed by a User, or when invited to do so by SPH.

If a User loses or wants to change their password, they should click on the "Connection" button and then on the "I have forgotten my password" link to create a new password.

If a User has reason to believe that the password is known to someone else, or thinks it is being used or is likely to be used in an unauthorised way, they must inform SPH immediately by sending an email to the address indicated in Article 2.

## **Article 9 - Termination or suspension of the Subscription**

### **9.1 - Termination by the User**

The Terms and Conditions constitute a contract concluded for an indefinite period between the User and SPH.

Users may terminate their compliance with the Terms and Conditions at any time by deleting their Account.

Termination of the Subscription entails the closure of the Account by SPH

In the event of a User terminating the Subscription, no refund, either in full or in part, of any sums already paid for the subscription to any Service under way will be made.

### **9.2 - Termination by the Subscribing Company**

The Subscribing Company may terminate its United Heroes Subscription by sending an e-mail to the following address: [contact@united-heroes.com](mailto:contact@united-heroes.com) giving 15 days' notice before the anniversary date of the Agreement (which is equivalent to the renewal date of the Agreement), specifying "Termination" in the subject line of the e-mail.

Termination of the Subscription entails loss of access to the Services and termination of the contract for the latter; it comes into force within a reasonable period of time after receipt of the request by SPH Customer Services. Employees' User Accounts will not be automatically deleted. Employees will be able to continue to benefit from the Sport Heroes Services for any User as described in article 4.2.1 of the terms and Conditions.

In the event of a Subscribing Company terminating the Subscription, no refund, either in full or in part, of any sums already paid for the subscription to any Service under way will be made.

### **9.3 - Termination by the Partner Company**

Termination at the initiative of the Partner Company shall be made in accordance with the terms negotiated with SPH in the applicable contract.

### **9.4 - Termination or suspension by SPH**

In the event of non-compliance with these Terms and Conditions, by the User or the Subscribing Company, notably in the event of a default in payment, SPH is within its rights to suspend the Subscription (and thus suspend the User Accounts or limit the Subscribing Company's ability to use all or part of the Site and its Services), at any time, without any legal formalities, after having sent formal notice by email or post to comply with the Terms and Conditions, which has been without effect for a duration of five (5) calendar days from its receipt.

In the event of serious non-compliance with the Terms and Conditions, SPH is within its rights to terminate the Subscription, at any time without any legal formalities, notably if the SPH has reasonable reason to believe that:

- a person identified as an Employee does not meet the provisions set out in the Terms and Conditions or does not exist;
- the Subscribing Company has adopted inappropriate or objectionable behaviour on the Platform;
- the Subscribing Company or any Employee connected to the Subscribing Company, accesses or interacts with the Platform in a way which does not comply with its use or under technical conditions which are likely to damage or block the Platform.

Termination of the Subscriber Company's Subscription by SPH shall result in the immediate termination of the contract.

No refund, either in full or in part, of any sums already paid for the subscription to any Service under way will be made.

#### **Article 10 - Personal data**

SPH is committed to protecting the User's Personal Data in accordance with applicable regulations and under the conditions detailed in our Privacy Policy.

#### **Article 11 - Responsibility for processing**

SPH is responsible for processing User Data with respect to all Sites, Applications and Platforms, including those created for a Partner or a Company.

The processing of User Data is isolated to Sites, Applications, and Platforms to which the user has registered.

In the context of Partner Sites, Partner Applications and Partner Platforms, SPH and the Partner are joint owners of the data.

#### **Article 12 - Liability limitation**

SPH may only be held liable for faults on its part definitively established by the competent courts following a final judgement.

#### **Article 13 – Insurance**

Pursuant to the provisions of Article R. 11-2 I i) of the French Consumer Code, we inform you that we have taken out civil professional liability insurance with Hiscox Insurance Co. Ltd., based at 1 Great St Helen's, London EC3A 6HX, United Kingdom, exercising through its French branch and through the intermediary of Hiscox Europe Underwriting Limited.

#### **Article 14 - Intellectual and industrial property**

##### **14.1 - Platform or Partner Platform User Licence**

A Platform or Partner Platform user licence is granted to Users for the sole purposes of their access to Services or Partners Services and to the exclusion of any other purpose.

This user licence is personal, non-exclusive and non-transferable, for the duration of the Subscription and throughout the world.

The Subscribing Company, the Partner Company and the User may, under no circumstances, make the Partner Services or Services available to a third party, and any other use is strictly prohibited, in particular any adaptation, modification, translation, arrangement, distribution, decompilation of the Platform, Partner Platform, Content, Services or Partner Services, as well as the SPH Sites, SPH Application, Partner Sites and Partner Applications, without this list being exhaustive.

##### **14.2 - Content of the Services or Partner Services**

Any broadcast, use, representation, reproduction or use on any media of any element comprising the Services or Partners Services Content, including these Terms and Conditions, other than in cases authorised by SPH, is strictly forbidden.

### 14.3 - Brand, logo and corporate identity

All intellectual property rights, including but not limited to trademark and copyright, in the names and logos including but not limited to “United Heroes”, “Running Heroes”, “Cycling Heroes”, “Swimming Heroes”, “Sport Heroes”, and the Platform’s corporate identity belong exclusively to SPH.

The Subscribing Company may use the “United Heroes” logo and “United Heroes” corporate identity in order to promote the Programme. Any other unauthorised use or reproduction, even partial, is strictly forbidden.

The User may not use the corporate identity, trademark, logo or any other content relating to the intellectual property of SPH, the Subscribing Company or the Partner Company that owns it, except with the prior written consent of the relevant owner.

## **Article 15 - Miscellaneous**

### 15.1 Agreement on Proof

The document reproducing the Terms and Conditions is stored on a durable medium in the form of a pdf under security conditions generally recognised as reliable. The User may at any time make an electronic backup or printout of the Terms and Conditions. As such, the Terms and Conditions are considered as proof of communication and an agreement between the User and SPH. The User acknowledges that the probative value of this document may not be called into question simply because of its form, in particular its electronic form.

### 15.2 - Divisibility of clauses

The invalidity of one of the clauses of this document does not lead to the invalidity of the Terms and Conditions, the other clauses continuing to apply.

### 15.3 - Non-Renunciation

Should SPH, either temporarily or permanently, choose not to apply one or more of the clauses of the Terms and Conditions, this does not, under any circumstances, mean it renounces the remainder of the Terms and Conditions.

### 15.4 - Customer satisfaction

We strive to provide the User, under all circumstances, with impeccable quality Services. Any complaints should be addressed to SPH, Services Réclamations, 18/20 rue du Faubourg du Temple, 75011 Paris or to the following email address: [help@sportheroes.group](mailto:help@sportheroes.group).

Any complaints about the billing of our Services should be notified by email or post within ninety (90) working days of the direct debit from the Subscribing Company or the User.

### 15.5 - Applicable law and the attribution of competence

The Terms and Conditions are subject to French law.

In the event of a dispute arising in relation to the Terms and Conditions, the User may contact SPH at the address indicated above. Should this be the case, the parties shall endeavour to settle their dispute amicably.

If the dispute cannot be resolved between SPH and the User, the User may, under the conditions of Articles L.612-1 et seq. of the French Consumer Code, refer the matter to the SPH mediator: Medicys - 73 Boulevard de Clichy, 75009 Paris - +33 (0)1 49 70 15 93 - [contact@medicys.fr](mailto:contact@medicys.fr) – <https://conso.medicys.fr/>

Any dispute arising from the Terms and Conditions which is unable to be resolved through an amicable agreement under the above conditions shall be subject to the exclusive jurisdiction of the courts of Paris.

#### 15.6 - Reversibility of data

As part of United Heroes, Sport Heroes guarantees complete reversibility of data specific to Client Companies, which may include but is not limited to groups, sub-groups, dedicated challenges and dedicated content. The data transfer will be in the standard JSON data format and will not include any personal user data.

#### 15.7 - Availability rate

The availability of our services is guaranteed at 99%: the RPO (Recovery Point Objective): RTO (Recovery Time Objective): 12 hours (maximum permissible data loss). RTO (Recovery Time Objective): 12 hours (maximum allowable recovery time).

#### 15.8 – Security

SPH attaches particular importance to data and application security. That is why we are committed to having a third party perform an annual Pentest audit.

#### 15.9 – Departure of employees

As part of United Heroes, Corporate Customers may transfer to Sport Heroes, on a monthly basis, a monitoring file listing staff departure in order to update their United Heroes teams accordingly.