

TERMS AND CONDITIONS

Welcome to United Heroes!

The Sport Heroes Group website, available at <https://united-heroes.com> provides a digital platform dedicated to companies to help them develop their employees' sporting activities.

Article 1 - Compliance with the Terms and Conditions

Access to the Site and the use of any Services automatically entails full acceptance of these Terms and Conditions.

The Sport Heroes Group reserves the right to modify these Terms and Conditions at any time through publication of a new version on the Site.

The applicable Terms and Conditions are those available on the last day the User connected to the Site.

Any updates and/or changes to our Terms and Conditions are agreed to by our clients and by opt-in, in line with the RGPD.

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

Article 2 - Legal information

The united-heroes.com website is published by the Sport Heroes Group, a French *société par actions simplifiée* with a capital of 7,207 euros, headquartered at 11 Rue de Laborde, 75008 Paris, registered on the Registre du Commerce et des Sociétés de Paris under number 802 532 200 (intracommunity VAT number: FR618025332200).

The Publishing Director is Boris Pourreau.

The united-heroes.com website is hosted by AWS (Amazon Web Services), headquartered in Ireland.

You can contact the Sport Heroes Group by email at contact@united-heroes.com.

Data collected via the united-heroes.com site are the subject of a declaration of compliance, no. 1794772 v 0 with the CNIL.

Article 3 - Purpose

The purpose of these Terms and Conditions is to define the conditions for access to and use of the Site by all Visitors and, where applicable, the conditions for providing Services, particularly access to Services by Users.

Article 4 - Definitions

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

Subscription: a contract between the Subscribing Company and the Sport Heroes Group concluded upon creation of a Company Page, the provisions of which are set out in the Terms and Conditions.

Tracking App / App: mobile applications, GPS watches or other connected devices which enable User's training tracking data to be collated in order to validate it, compile it, extract statistics from it and share it within the User community;

Account / User Account: the interface dedicated to a User, securely accessible by them on the Platform during Availability Hours and principally enabling information to be exchanged between the User and any other interaction provided by the Site;

Terms and Conditions: the present terms and conditions

Site Content: any document, photograph, article, information which is accessible or downloadable from the Site, in the form of text, an image, drawing, diagram or any other form without this list being considered exhaustive or limited;

Challenge: refers to an incentivising event which consists of offering willing 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 descriptive form and may or may not give rise to a Prize;

Data: refers to i) any information about the User that the User provides to the Site when using the Site, as well as ii) training data (numbers of kilometres, time, average pace, height difference) retrieved from apps which are connected to the Site;

Subscribing Company: A company which has taken out a United Heroes subscription with the Sport Heroes Group;

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

Login details: the ID and password chosen by the User when creating their account;

Company Page: A personalised page only accessible to Users 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 Prizes 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 some of the Accounts are inaccessible;

Platform: The Site belonging to the Sport Heroes Group, hosted and operated by it, accessible in SaaS mode, and including all operations enabling Data to be shared and sporting activities to be recognised and rewarded;

Effort Point: refers to points automatically attributed by the platform according to, in particular, the distance covered;

Programme: the services offered and published by the Sport Heroes Group through the Site. This is a programme which shares data and recognises and rewards sporting activity;

Prize: any sales promotion or donation offered by the Sport Heroes Group or with one or more

Partners through the Site to the User(s) named as the winner of a Challenge;

Employee/Staff Member: natural person 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 the use of Services.

Services: all services provided by the Sport Heroes Group to Users of the Platform;

Site/Platform: The Sport Heroes Group website, accessible at <https://united-heroes.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;

Software as a Service (or SaaS): software which can be used online via a website or platform;

Support: technical and operational assistance provided by the Sport Heroes Group for the purposes of using the Platform, available by email at contact@united-heroes.com.

User: any natural person who is employed by a Subscribing Company and who has an account on the Site;

Visitor: an internet user who accesses the Site but who is not necessarily a User.

Article 5 - Visits to the Site

The Site is accessible to Visitors, free of charge and without registration.

The Sport Heroes Group provides no guarantees to Visitors in terms of consultation, availability or smooth operation of the Site, nor in terms of the Site Content, whether in terms of its relevance, accuracy or up-to-date nature, Visitors may, under no conditions make any claims of any sort against the Group in this regard.

Article 6 - Nature of the Services

The Services are only provided by the Sport Heroes Group to companies which have taken out a United Heroes Subscription.

The Sport Heroes Group acts exclusively as a technical service provider, and has a simple obligation of means, to the exclusion of any obligation of result.

By subscribing to the Platform, the Subscribing Company benefits from the following features:

1 / Technology and sport

- The Sport Heroes Group technology is compatible with the leading sports apps, GPS watches and connected devices. Users can connect their usual apps and thus count all the kilometres run on United Heroes.
- The sports: Walking, running, cycling, skiing and swimming are included on the Platform.
- "Effort Points" are the unit of measure of activity: kilometres are transformed into Points depending on the sport, the intensity of the physical exercise, and the size and weight of the User, to ensure the best level of equality between the Users.

2 / Features

- A dedicated page for each company: All Employees can be found on the internal private, personalised page of the Subscribing Company.
- Ranking between Employees: Employees may challenge one another by consulting the ranking in real time.
- Ranking between companies: Every month, the inter-company rankings change, identifying the most active companies with the total number of points and the average number of points per Employee.
- Challenges: Every month, Challenges are set to motivate all Users to do better by setting concrete, attainable objectives.

- Prizes: As a result of their effort, Employees are awarded points and may then exchange them against discounts or gifts from Partners of the Sport Heroes Group.

- Content: Contents relating to sport, health and nutrition are posted to give Employees more information about the long-term advantages of taking part in sport.

3 / Operational features

- A personalised landing page: A personalised page is made available to companies wishing to have access to the Platform but in their corporate style.
- Personalised Challenges: Challenges dedicated to a company may be established for specific company events.

The Sport Heroes Group is constantly improving its Services; the Sport Heroes Group will inform the Subscribing Company and Users of all operational changes and modifications to the Services. The Sport Heroes Group reserves the right to add, change and delete features on the Platform, without this giving rise to any compensation to Subscribing Companies.

Article 7 - Creating the Company Page - Subscription to the Platform

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

Any adult natural person, with full legal capacity, and any legally constituted entity represented by a person duly authorised to represent the contracting company may take out a United Heroes Subscription.

The Subscription is a contract between the Subscribing Company and Sport Heroes, coming into effect on the date of signature of the contract. It acknowledges the provision by the Sport Heroes Group of Services under the conditions set out in these Terms and Conditions.

The Subscription is concluded for an initial period of 12 months and is tacitly renewed every year beyond that.

Article 8 - Operation of the User Account

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

When an Employee wishes to take part in an experience proposed by United Heroes, they should go to the United Heroes site and provide their company's membership number (provided to the Subscribing Company when they created their Company Page), then provide their full name, sex, email address, password and city (optionally a team). Their account is then created on the Sport Heroes interface.

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

Sport Heroes has developed technology which enables sporting activity data and Users' personal data to be collated through apps which measure kilometres covered during walking, running or cycling.

An Employee becomes a User of the United platform when they create an Account on Sport Heroes by providing their full name, sex, email address, password and city (optionally a team).

In order to participate in the experience and use the Platform, the User must connect at least one of their usual running tracking apps or their GPS watch through their email and password on the App (using Sport Heroes Connect technology).

At the end of the Subscribing Company's subscription, or if the Employee ceases to be a member of staff of the Subscribing Company, all data on the Subscribing Company will be destroyed by Sport Heroes Group.

Data generated through the User Account belong to the Employees. They are responsible for its deletion, modification or transfer. Pursuant to the legislation in force, Sport Heroes Group has appointed its DPO who can be contacted at the following email address: contact@united-heroes.com.

Article 9 - Access to the Account

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

Accounts are accessible during Availability Hours

Login details are personal and confidential. They aim to ensure that only the Account holder can access the Account and to protect the integrity of the Data.

Users must ensure they do not reuse the same password that they use for their Sport Heroes Group 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 by asking the Sport Heroes Group, on the condition that the Group is informed in advance.

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 the Sport Heroes Group immediately by sending an email to the following address: contact@united-heroes.com.

Article 10 - Termination or suspension of the Subscription

10.1 - Termination by the Subscribing Company

The Subscribing Company is entitled to terminate the subscription without any special procedures by sending an email to the following address: contact@united-heroes.com respecting a notice period of 15 days before the annual date of the Contract (which is the renewal date of the Contract).

Termination of the Subscription will result in all User Accounts for the Subscribing Company being either archived (for later use on request of the client) or closed as well as termination of the contract; it will enter into force within a reasonable period after receipt of the request by the client services department of the Sport Heroes Group.

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.

10.2 - Termination or suspension by the Sport Heroes Group

In the event of non-compliance with these Terms and Conditions, notably in the event of a default in payment, the Sport Heroes Group is within its rights to suspend the Subscription (and thus suspend the User Accounts of employees of the Subscribing Company 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 these Terms and Conditions, the Sport Heroes Group is within its rights to terminate the Subscription, at any time without any legal formalities, notably if the Sport Heroes Group has reasonable reason to believe that:

a person identified as an Employee does not meet the provisions set out in these Terms and Conditions or does not exist;
the Subscribing Company has conducted inappropriate or objectionable behaviour on the site or in the context of using the Services;
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 Subscribing Company's Subscription by the Sport Heroes Group will result in the definitive and immediate closure of User Accounts and 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 11 - Personal data

11.1 - Data Protection (see Privacy Policy on the United Heroes site)

The Sport Heroes Group strives to respect the confidentiality of nominative information and personal data communicated by Users, and to protect it in line with the French Law on Information Technology and Freedom of 6 January 1978.

The information collated from Users is registered and used by the Sport Heroes Group:

- To ensure Programme Data are shared among the User community.
- For statistical purposes within the Programme.
- To ensure the allocation of Prizes as part of certain Challenges.
- To communicate information about the winners of Challenges.
- To personalise communication.
- To resolve problems and apply our Terms and Conditions.

The Sport Heroes Group may securely transfer certain Data to third parties to ensure tasks are completed relating to the provision of services to combat fraud and, more generally, any criminally reprehensible activity.

Moreover, the Sport Heroes Group may also communicate this Data in response to an injunction from the legal or regulatory authorities.

Notwithstanding the "Limitations of responsibility" article, and in line with Article 34 of the French "Information and Freedoms" law of 6 January 1978, the Sport Heroes Group agrees to take all necessary precautions to preserve the integrity and security of Data communicated by the Users in the context of access to Services, and to prevent this Data from being altered, damaged or communicated to unauthorised third persons.

As such, the Sport Heroes Group agrees to respect the following obligations and ensure they are respected by its staff:

not to use this Data for purposes other than those set out in this contract;
not to divulge this Data to third parties, other than to authorised recipients for the purposes of Service provision;
to take all measures to avoid any inappropriate or fraudulent use of this Data during the execution of the contract;
to take all security measures, notably material measures, to ensure the conservation and integrity of this Data for the duration of this contract;
at the end of the contract and after two years, during which time the Data is kept, to anonymise the Data for statistical purposes.

We do not sell or give personal Data provided by our Users to any third parties.

The Subscribing Company and the User acknowledge that they have been informed about the storage of this Data and agree that the Data relating to Site Visitors and Users is managed by the Amazon Web Services company, which is headquartered in Ireland.

11.2 – Use of Cookies

The Sport Heroes Group uses cookies to improve the user experience.
Details about the cookies used are presented in our Privacy Policy.

11.3 - Right of access, correction and opposition

As well as having access to Accounts, natural persons whose personal data is stored or processed as part of these Services have the personal right to access information about them and to correct this information.

To exercise this right, these persons may contact the Sport Heroes Group at the following address:

Sport Heroes Group Service Données Personnelles
11, Rue de Laborde 75008 Paris

Or by email to the following address:

contact@united-heroes.com.

11.4 - Consequences on Data of closing the Company Page

Any Company Page that is closed will lead to the deletion of all data about the company used as part of executing the Services.

Article 12 - Liability limitation

As the Site is hosted by an external service provider, the Sport Heroes Group guarantees the continuity of the service on offer. The Sport Heroes Group alone is responsible for any interruption of the service, regardless of the reason for it, for the violation of Data, as defined by the General Data Protection Regulation, resulting from the Services and any violation of the regulations relating to protecting data of a personal nature by the Services.

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 User Licence

A Platform User Licence in SaaS mode is granted to Users for the sole purposes of their access to Services, and to the exclusion of any other purpose.

This is a personal, non-exclusive, non-transferable right to use the Platform, for the duration of the Subscription, and is valid throughout the world.

The User Licence extends to the right to represent and implement the Platform in line with its intended purpose, in SaaS mode, through a connection to an electronic communications network.

The Subscribing Company and the User may not, under any circumstances, make the Services available to a third party, and any other use is strictly forbidden, in particular any adaptation,

modification, translation, arrangement, dissemination or analysis. This list is non-exhaustive.

14.2 - Site Content

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

14.3 - Brand, logo and corporate identity

All intellectual property rights, including trade-mark and copyright, over the use of "United Heroes", the "United Heroes" logo and corporate identity of the site belong exclusively to the Sport Heroes Group.

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, event partial, is strictly forbidden.

Article 15 - Sales Prospection

As part of the use of the Services, we may send Users messages relating to the operation of the Services as well as our newsletters.

If the User receives our newsletters and wishes to stop doing so, they can do so at any time by clicking on the 'unsubscribe' link featuring at the bottom of each Newsletter.

Article 16 - Miscellaneous

16.1 - Divisibility of clauses

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

16.2 - Renunciation

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

16.3 - Customer satisfaction

We strive to provide the User, under all circumstances, with impeccable quality Services. Any complaints should be addressed to Sport Heroes Group, Services Réclamations, 11 Rue de Laborde, 75008 Paris, or to the following email address: contact@united-heroes.com.

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.

16.4 - Applicable law and the attribution of competence

These Terms and Conditions are subject to French law.

In the event of a dispute relating to the execution, termination or conditions of this contract, the Parties agree to attempt to resolve their dispute on an amicable basis.

If no amicable solution can be found, and if you are a professional, the dispute will be heard exclusively in the Paris courts.