

Terms of Use

Last Updated: August 11, 2023

1. Purpose

WEEZEM SAS operates a mobile application that can be downloaded from the App Store and Google Play (hereafter the "Application"), which allows any person (hereafter the "Users") to connect with other people and meet new partners for outings, engage in leisure, sports, cultural activities, and/or chatting.

The purpose of the general terms of use (hereafter the "TOS") is to set the terms and conditions by which WEEZEM SAS provides the Users with the services offered on the Application (hereafter the "Services"), as well as to define the rights and obligations of the parties in this context. The "Services" refer to both the services provided free of charge and the paid services as defined in the General Terms and Conditions of Sale available on the website www.weezem.com and on the Application.

WEEZEM SAS and the Users are hereafter designated together or individually a "Party".

They express the entire agreement of the Parties and cancel and replace any previous agreement, letter, offer or other written or oral document having the same purpose.

They are accessible at any time from the Application.

They may be supplemented, if necessary, by special conditions of use, which supplement these TOS and, in the event of contradiction, will take precedence.

2. Application and Services Operator

The Application and the Services are operated by WEEZEM SAS, a simplified joint-stock company with a capital of 30,000 €, registered in the Paris Trade and Companies Register under the number 884 381 575, whose head office is located at 33 rue Félicien David 75016 Paris – France (hereafter the "Company") and whose Publication Director is Minh-Viêt PHAM.

You can contact us at:

Postal address: WEEZEM SAS, 33 rue Félicien David, 75016 Paris. Telephone: +33 6 80 28 93 43.

E-mail address: contact@weezem.com

3. Access to the Application and Services

3.1 The Application is accessible to:

- any natural person with full legal capacity to abide by the TOS and who is at least eighteen (18) years old. A natural person who does not have full legal capacity may only access the Application and the Services with the agreement of his or her legal representative, which he or she acknowledges and accepts
- any professionals, i.e. any self-employed person, self-employed entrepreneur or liberal profession.

Companies or any legal entity acting through a natural person having the legal capacity to contract in the name and on behalf of the legal entity, except the professionals listed above, cannot use the Application in its standard or professional mode (see next section). To use the Application, they will have to open a Corporate account. General terms and conditions specific to corporate will then apply.

3.2 The Application and the Services are offered in two distinct modes:

- A standard mode, reserved solely for individual Users, natural persons as described in the previous section; this mode is accessible by creating a standard account. It is intended exclusively for all natural persons or legal entities exercising a remunerated activity on a non-occasional basis in all sectors of industry, commerce or services. This mode is not intended for professionals users
- A professional mode, reserved for the exclusive use of Professional Users. This mode is accessible:
 - o by creating a paid professional account and is not intended for individual Users, natural persons who must use the standard mode
 - o by creating a standard account and purchasing a Weezem Pro Subscription, the content of which is described in the General Terms and Conditions of Sale.

A particular User using the Application and requesting direct or indirect financial participation from Users in exchange for their participation in at least one of the outings that he/she has published on the Application is considered as a Professional and not as an Individual. To use the Application, he/she must purchase a Weezem Pro subscription, the conditions of which can be consulted in the General Terms and Conditions of Sale available at the time of subscription in the Application and on the website www.weezem.com.

The Application is accessible from any location to Users with Internet access who previously downloaded the Application. All costs incurred by the User to access the service (smartphone, Internet connection, etc.) are at his or her expense.

The non-registered User does not have access to any Services. To gain access, he or she must register according to the procedure described in section 5. The User agrees to provide true and accurate information concerning his or her civil status and contact details, in particular his or her email address, when registering for the services.

4. Acceptance of the Terms of Use

The User declares, by registering for the Services under the conditions set forth in "Registration on the Application" section, having read the TOS and expressly accepting them.

This acceptance, which is materialized by clicking on the "I accept" button displayed on the first page of the Application when it is opened for the first time, can only be full and complete, without modification of any kind whatsoever. Any conditional membership is considered null and void. A User who does not agree to be bound by these TOS must not use the Services or access the Application.

5. Registration on the Application

5.1 Registration Procedure

You are required to open an account with the Company on the Application in accordance with the procedure described below to benefit from all or part of the Services (hereinafter the "Account"). Access to the registration procedure is available after downloading the Application (free of charge on AppStore and Google Play) and directly on the Application after opening it.

To create a standard Account, you are required to:

- either answer the questions pertaining to registration, providing all the required information, your email address, and choose a password. You may change your password at any time. We recommend that you change your password regularly and you must take the necessary measure to ensure your password is never disclosed to a third party. You acknowledge and accept that the email address provided on the registration form is your login ID;
- or to register on one of the third-party sites indicated on the Application and to use his or her connection identifiers to the said third-party site to register and connect to the Application where applicable. In this case, you must provide the Company with any additional information requested. You expressly authorize the Company to access your account information on the third party site;
- accept the TOS when the Application is first opened after downloading it,
- validate your Account by clicking on the link contained in the email sent to you after the Account was opened. Access to the Services will not be allowed if this validation step is not completed.

You cannot access any Services until all these steps are completed.

NB: when opening an Account, the User must tick the "Professional" box if he/she is a Professional, a legal entity or an individual contracting in the name and on behalf of a legal entity.

You agree to:

- Provide accurate information during the registration process and that they are not misleading.
- Provide a valid email address and an identity that conforms to reality.
- Inform the Company without delay of any change in said information at the contact address indicated in the article "Application Operator" herein.
- Create only one Account on the Application.

You acknowledge and accept that the information entered for the purpose of creating or updating his Account is proof of your identity.

Registration on the Application automatically entails the allocation of a personal space in a form and according to the technical means that the Company deems the most appropriate for rendering the Services, consisting in particular of a tab allowing you to manage the Services (hereinafter the "Personal Space").

You can gain access to all or part of the Services by logging into your Account with your email address and password or, where applicable when this possibility exists, with your identifiers from a third party site provided during registration, which you acknowledge and accept.

5.2 Acceptance of the Privacy Policy

By creating a new account, you have read and expressly accepted the Privacy Policy accessible on [this link](#) and in the Application's Settings section. When the Services are free of charge to you,

you expressly accept that your personal data may be transferred, rented or exchanged for the benefit of third parties who wish to provide you with information or to allow you to benefit from promotional offers adapted to your profile.

You can oppose transfer, rental, or exchange of your personal data by :

- Disagreeing with the terms during the registration process on the Application: no Account will be created and personal data will not be collected; you cannot gain access to the Services,
- Deleting your Account if you want to revoke your consent after it has been opened. To do so, you must go to the "Settings" tab of the Application accessible from your Personal Space and click on "Delete my Account": by confirming the deletion of your Account, all of your data will be automatically deleted, with the exception of the data that must be kept due to a legal obligation, and you will lose all data pertaining to this Account. You will no longer be able to use the Services on this Account, nor will you be able to open a new Account with the same email address used to create the deleted Account. You can also contact the Company by email (contact@weezem.com) or by mail (WEEZEM SAS - Customer Service - 33 rue Félicien David 75016 Paris) to request the deletion of your Account. Once your request for deletion of his Account has been sent, it will be irrevocable and the Company will proceed to the deletion of your Account within a maximum of 7 days after the reception of his request with the same effects as if you had deleted your Account from the Application: all your data will be deleted, except for the data that must be kept because of a legal obligation, and you will lose all data related to your User Account. You will no longer be able to use the Services through this Account, nor will you be able to open a new Account with the same email address that has been used to create the deleted Account.

6. Description of the Services

Users have access to the following Services, in a form and according to the functionalities and technical means that the Company deems most appropriate.

The Company reserves the right to modify the content of the Services offered on the Application at any time without the User being able to claim any compensation whatsoever.

In addition, access to the Application Services may be interrupted or suspended at any time without notice for maintenance or any other reason. The User undertakes not to claim any compensation due to such interruption or suspension.

The main Services available to Individual Users are listed below. This list is not exhaustive and may be modified at any time without notice.

- Viewing and subscribing to activities: the User views in his News Feed the activities suggested by other Users that meet the default criteria or the criteria defined by the User, if any. Activities may also be recommended by the Company, its Partners, or its Clients. The User can post messages on the activity thread and to subscribe to this activity. Depending on the activities, registration for an activity may or may not be subject to prior validation by the activity organizers and/or prior payment to the activity organizer via the payment system integrated into the Application. In the latter case, these paying activities are subject to specific Conditions linked to paying activities, which can be consulted in the Application prior to payment. NB: to be able to register for an activity, Users must validate their Accounts by clicking on the link sent to the e-mail address registered,
- Consultation of Users' wishcards: Users can view in his News Feed User records from Users who have published a desire to go out (e.g.: "who wants to play tennis?", "who wants to have a drink?" ...) and which match search criteria (examples of search criteria: location, age) or default search criteria. Users can view other Users' record and contact

the User(s) of their choice by sending them a message via the Application 's internal messaging system, provided that their message sending quota is not reached,

- Viewing and subscribing to groups: Users can view in their News Feed the groups proposed by other Users who meet their search criteria in terms of location. Groups allow Users with the same interests to access a dedicated space to exchange, publish activities and/or wishcards. Groups can also be proposed by the Company, its Partners or its Customers,
- Messaging: the User has an internal messaging system within the Application allowing him to exchange with other Users either live or as part of an activity's or a group's discussion thread. NB: to be able to use the e-mail system, the User must first validate the Account by clicking on the link sent to the e-mail address during the registration process. The Company reserves the right to delete at its discretion and without notice, any message sent by a User on the Application for any reason or no reason, without explanation.
- Creating and publishing an activity: the User can create an activity (examples: sports, cultural or leisure outings) alone or with another User. This feature is accessible from the home screen of the application, via the discussion thread with another User (for an activity published with another co-organizer) or from a group. The User organizing the activity then enters the name of the activity, the date and the place as well as the description of the activity. The organizer can decide to invite Users to his activity or invite people around him, even if they do not use the Application. He can also decide not to make his activity visible to other Users or to restrict its display to the people to whom he has decided to share his activity on the Application. Finally, you can choose to make registration for your activity subject to payment of a fee. Activities requiring a financial contribution are subject to specific conditions linked to paying activities, which can be consulted in the Application prior to payment,
- Creating and publishing a group: the User can create a group gathering in a dedicated space Users sharing the same interests (examples: Parisian runners, theater lovers...). This feature is accessible from the home screen of the application. The User who creates the group enters the name of the group, its description and the location of the group if applicable. If he does not mention the location of the group, the group will not be visible to other Users. He can decide to open his group to other Users or not, i.e. to allow other Users to participate in his group or not, to invite Users to his group or to invite people around him, even if they do not use the Application. He can also decide to make his group invisible to other Users or restrict its display to the people he has decided to share his group with on the Application,
- Publication of a wish card: this feature allows the User to express what he or she wants (e.g. "I'm looking for a tennis partner", "I feel like chatting", "I feel like having a drink", etc.) and to make it known to other Users: his or her User profile indicating the object of his or her search will then be displayed in the news feed of the other Users who are most likely to be interested,
- Search Preferences: This feature allows the User to fine-tune the type of content he wants to see displayed in his/her News Feed and the search distance according to his/her location,
- Receiving Notifications: The User may receive Push notifications via the Application related to activities he/she has registered for or organized and to the activity of Users he/she has added as friends on the Application. The reception of these notifications is configurable from the Settings tab of his Personal Space. The User may also receive notifications from the Company, which the User accepts.

7. Non-commercial use

You agree you will not monetize, sell, concede, exchange and, more generally, negotiate all or part of access to the Services, to the servers of the Application, as well as to the information

and/or texts, images, audio-visual content and other content used by the Company on the Application.

In addition, individual Users who have not subscribed to a paid subscription undertake to use the Application for non-commercial purposes. As such, they are forbidden to generate direct or indirect profit through the use of the Application. In particular, they are forbidden to ask other Users for a financial contribution in return for participation in an activity they have published on the Application, or to promote companies, organizations, establishments, brands or commercial events in any way whatsoever on the Application.

8. Rates

The use of the majority of Services for individuals is free. In order to finance the free use of the Services, the User expressly accepts that, as indicated in section 5.2, his/her personal data may be transferred, rented or exchanged for the benefit of third parties who wish to provide him/her with information or promotional offers adapted to his/her profile. If the User does not want his personal data to be transferred, rented or exchanged, he should not open an account or use the Services.

However, some optional Services will be accessible under the condition of a paying Subscription whose duration can be chosen by the User.

Examples of optional Services accessible with a paid Subscription:

- Maximum number of participants in an outing that the User organizes greater than without the subscription to a paid Membership,
- Greater number of wishes published,
- Greater number of groups created.

This list is not exhaustive and the Company reserves the right to modify it at any time without notice.

Professional Users are required to purchase a Subscription or paid account to use the Services.

An individual User who publishes outings on the Application and asks participants for direct or indirect financial compensation for their participation in said outings must subscribe to a paid Weezem Pro Membership even if he/she is an individual and not a Professional or a company. This obligation does not apply to individual Users who advance the cost of an activity for other Users and request reimbursement from the latter via the Weezem payment functionality without deriving any direct or indirect benefit.

The rates and content of the optional Services are available in the General Terms and Conditions of Sale accessible in the Application or on the website www.weezem.com.

9. Subscription, Duration and Cancellation to the Services

The Services are subscribed for an indefinite period. These TOS apply throughout the duration of use of the Services by you. You may cancel your subscription from the Services at any time through your Personal Space by clicking on "Delete my account" in the Settings tab. Removal of your Account is effective immediately and all of your data will be deleted, except for data that must be kept due to a legal obligation. You will lose all data related to your User Account. You will no longer be able to use the Services through this Account, nor will you be able to create a new Account with the same email address used to create the deleted Account.

If the User has subscribed to a paid Subscription that is still in effect, the deletion of the User's Account will not entitle the User to any refund.

In the event of a breach by you of these TOS, the Company reserves the right to unilaterally cancel your subscription without compensating you even if you had subscribed to a Subscription

or paid account. Furthermore, the Company may claim compensation from the competent court for the loss or damage suffered by you or your assignees as a result of your failure(s) to comply with these obligations.

You may uninstall the Application at any time from your smartphone. In the event of uninstallation, you can no longer access the Services. However, uninstalling the Application does not have the same effects as unregistering from the Services. If you wish to permanently delete your Account, you must cancel your subscription by clicking on "Delete my account" in your Personal Space or submit your request to Customer Service by email or by post. You must enclose a copy of your ID in the case of a request by email or mail and your subscription cancellation will take place within 7 days following receipt of the request.

10. Agreement of proof

The Parties agree that proof of their contractual obligations will be provided as follows:

Concerning the agreement of the Parties: it is agreed that the fact of clicking on the button "I accept the Terms and Conditions of Use" manifests the consent of the User, and implies his or her acceptance of the said Terms and Conditions of Use and Sale.

The Parties agree that in the event of a dispute, the connection data relating to actions carried out using the User's identifiers shall be admissible in court and shall demonstrate the data and facts contained therein.

Thus, you expressly acknowledges and accepts :

- (i) that the data collected on the Application and the Company's computer equipment are proof of the reality of the operations carried out within the framework of the present Agreement,
- (ii) that such data constitute a form of evidence admitted between the Parties.

11. Your Obligations

Without prejudice to the other obligations set forth herein, you agree to comply with the following obligations.

- 11.1 You agree, in your use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order. The Company's liability shall not be engaged in any way in this respect.
- 11.2 You acknowledge to read the Application of the characteristics and constraints, particularly technical, of all the Services. You are solely responsible for your use of the Services.
- 11.3 You agree to make strictly personal use of the Services. In particular, any use of the Application for commercial or promotional purposes is strictly prohibited if the User has not subscribed to a Weezem Pro Subscription and, where applicable, obtained the Company's agreement. Similarly, demanding direct or indirect financial compensation for participation in an outing that the User has organized is prohibited without having subscribed to a Weezem Pro paid Membership: the User must subscribe to a paid Membership unless the financial contribution is intended to cover, without any margin, the costs paid by the Particular User for

the reservation of an activity proposed by the latter on the Application. The publication of activities for marketing or commercial purposes via an Account is prohibited and may result in the closure of the Account without giving right to any compensation. Furthermore, you agree you will not assign, concede or transfer all or part of your rights or obligations hereunder to a third party in any manner whatsoever. You agree to register under your true identity and, where applicable, to communicate the exact information concerning the company for which you are acting.

11.4 You agree to provide the Company with all information necessary for the proper performance of the Services. More generally, you agree to cooperate actively with the Company for the proper execution of the present Agreement.

11.5 You agree that you are solely responsible for the content of any kind (editorial, graphic, audio, audiovisual or other, including the name and/or image that may be chosen by you for identification on the Application) that you disseminate as part of the Services (hereinafter referred to as: the "Content"). The Company does not verify the Content published by the User.

You represent and warrant that you have all the rights and authorizations necessary for the dissemination of this Content.

You represent and warrant that the said Content is lawful, does not violate public order, morality or the rights of third parties, does not infringe any legislative or regulatory provisions and, more generally, is not liable to give rise to the Company's civil or criminal liability.

You agree you will not disseminate, in particular and without this list being exhaustive:

- Content that is pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, insulting, violent, racist, xenophobic or revisionist,
- infringing Content,
- Content that are detrimental to the image of a third party,
- Content that is false, misleading or that proposes or promotes illegal, fraudulent, or deceptive activities,
- Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
- Content that may infringe the rights of third parties or be harmful to third parties in any way and in any form whatsoever.

The Company reserves the right to remove any Content that it deems inappropriate without prior notice and without having to justify its decision, which you acknowledge and accept.

11.6 You agree to respect the values promoted by the Company:

Benevolence: You agree to behave in a benevolent manner with other Users. You agree to respect the basic rules of politeness (responding to messages received even if you do not wish to engage in further conversation, cancelling your registration for an activity as soon as you become aware of an impediment, etc.) and to be courteous in all circumstances. Similarly, you agree that you will not insist if a User does not wish to continue a conversation. You agree will be vigilant to ensure that these remarks cannot hurt or offend another User. The principle of the Application is to be able to bring together Users from all walks of life with different feelings. Benevolence is a key value that the Company wishes to promote within the Application so that, whatever their sensitivity, Users are at ease within the community of Users of the Application. You agree to treat all users with respect and dignity. We are committed to maintain a respectful community and do not tolerate any misconduct.

Sincerity and honesty: You agree to publish content that is accurate and reflects the reality of their profile. In particular, you agree you will not publish false information about yourself. In

addition, you agree to publish activities that you know in advance that he will co-organize in a certain way and agrees to do everything possible to avoid their cancellation. Finally, you agree to keep private the content and messages exchanged with other Users within the Application and you agree that you will not disclose them to third parties.

Openness: being tolerant, open, curious and understanding towards other Users, their ideas and in particular when they differ from one's own is a prerequisite for building a community of Users where everyone is at ease. You agree to behave in accordance with this value when interacting with other Users on the Application.

In addition, the User agrees not to contact directly another User whom he has not already met during an outing or whom he does not know, except in the case of responding to a wishcard published by the latter. In the same way, it is formally forbidden to ask as a friend within the Application a person that the User does not know or that he/she has never met. Finally, the User agrees not to encourage other Users to join a WhatsApp, Messenger, Telegram Discord, Facebook or other platforms or messaging services.

11.7 The User is personally responsible for all declarations and formalities, in particular administrative, tax and/or social security declarations and formalities, as well as authorizations of any kind, legal and/or administrative and/or contractual, required to implement and use the Application. He acknowledges that he is solely responsible for them and that the Company may not be held liable in any way in this respect.

11.8 The User is informed and accepts that the implementation of the Services requires that he is connected to the Internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.

11.9 When the User requests financial participation in an activity offered on the Application, he/she undertakes to use the payment system integrated into the Application. In order to protect participants, the use of any other means of payment, including cash, is strictly forbidden.

12. Community reporting system

The Application allows Users to connect with other Users and publish content on the Application. Published content is published under the sole responsibility of the User, who undertakes to ensure that such content complies with Article 11.5.

In accordance with Article 6, I, 7° of the Law on Confidence in the Digital Economy of June 21th, 2004, the Company, as host, is under no legal obligation to monitor the content transmitted or stored via the Application.

Nevertheless, Article 6-I-3° of the Law on Confidence in the Digital Economy of June 21th, 2004 requires the Company, as a hosting provider, to provide a notification system to report illegal, abusive and harmful content.

Thus, any User may report to the Company any content or a User that he or she deems not to comply with the aforementioned obligations by means of the "Report" button in the Application. The Company, after investigation, may unilaterally decide to sanction the User and delete the content deemed non-compliant, suspend or permanently delete the User's Account without having to justify its decision and without any compensation being claimed by the User.

The User concerned has the possibility of contesting this decision by contacting the Company by email or mail at the contact details appearing in article 2 and communicating his or her arguments. Nevertheless, the Company remains the sole judge of whether or not to accept the User's request.

Any misuse of the community reporting system may result in the suspension or deletion of the Account of the User concerned. This decision will be taken unilaterally by the Company after investigation without the User being able to claim any compensation. In accordance with Article 6.I-4 of the Law for Confidence in the Digital Economy, the User who is a victim of misuse of the reporting system may refer the matter to the competent authority in order to obtain damages for the loss suffered and criminal penalties against the User who is at the origin of the misuse of the reporting system.

13. Guarantee of the user

The User indemnifies the Company against any and all complaints, claims, actions and/or demands whatsoever that the Company may suffer as a result of the breach by the User of any of its obligations or warranties under these Terms and Conditions or the Law.

The User undertakes to indemnify the Company for any prejudice that it may suffer and to pay all costs, charges and/or sentences that it may have to bear as a result.

14. Prohibited behavior

14.1 It is strictly forbidden to use the Services for the following purposes:

- the exercise of activities that are illegal, fraudulent or that infringe the rights or security of third parties,
- breach of public order or violation of the laws and regulations in force,
- Intrusion into a third party's computer system or any activity that could harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security,
- the sending of unsolicited emails and/or commercial canvassing or solicitation,
- manipulations intended to improve the referencing of a third party site,
- aiding or abetting, in any form and in any manner whatsoever, one or more of the acts and activities described above,
- and more generally any practice that diverts the Services to purposes other than those for which they were designed.

You are strictly prohibited from copying and/or diverting the concept, technologies, or any other element of the Company's Application for their own purposes or those of third parties.

The following are also strictly prohibited:

- (i) any behavior of such a nature as to interrupt, suspend, slow down or prevent the continuity of the Services,
- (ii) any intrusion or attempted intrusion into the Company's systems,
- (iii) any hijacking of the Application's system resources,
- (iv) any action likely to impose a disproportionate burden on the latter's infrastructure,
- (v) any breaches of security and authentication measures,
- (vi) any acts likely to harm the financial, commercial, or moral rights and interests of the Company or the users of its Application, and more generally,
- (vii) any breach of these TOS.

14.2 It is strictly prohibited to monetize, sell, or grant all or part of access to the Services or the Application, as well as to the information hosted and/or shared therein.

15. Penalties for breaches

In the event of a breach of any of the provisions of these TOS or, more generally, a breach of the laws and regulations in force by you, the Company reserves the right to take any appropriate action and in particular to:

- (i) suspend, remove or restrict your access to the Services;
- (ii) delete any content posted on the Application,
- (iii) publish on the Application any information message that the Company deems useful,
- (iv) notify any relevant authority,
- (v) initiate any legal action.

16. Liability and Warranty of the Company

16.1 The Company agrees to provide the Services diligently and in accordance with the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which you expressly acknowledge and accept.

16.2 The Company has no prior knowledge of the Content posted online by you as part of the Services, on which it does not perform any moderation, selection, verification or control of any kind and in respect of which it only acts as a hosting provider.

Consequently, the Company may not be held liable for the Content, whose authors are third parties, and any claim should be directed first and foremost to the author of the Content in question.

Content that is harmful to a third party may be notified to the Company in accordance with the terms and conditions set forth in Article 6 I 5 of Law 2004-575 of June 21st, 2004 on the trust in the digital economy, the Company reserves the right to take the measures described in Article 15.

16.3 The Company declines all responsibility in the event of any loss of the information accessible in your Personal Space, and the you must save a copy of this information if he or she considers it useful and may not claim any compensation in this respect.

16.4 The Company agrees to carry out regular checks to verify the operation and accessibility of the Application. In this respect, the Company reserves the right to temporarily interrupt access to the Application for maintenance purposes.

Similarly, the Company may not be held liable for temporary difficulties or impossibilities in accessing the Application due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications networks. Thus, the Company may not be held liable for any delay in the performance of its obligations or for any non-performance of its obligations resulting from these TOS when the circumstances giving rise thereto are due to force majeure. In addition to those cases usually considered as force majeure or fortuitous event, the following cases are expressly considered as force majeure or

fortuitous event, in addition to those usually retained by the jurisprudence of French courts and tribunals: blocking of electronic communications, beyond the control of the Company, and any other case beyond the Company's control preventing the normal performance of the obligations arising from these TOS.

Any case of force majeure affecting the performance of the obligations resulting from these TOS and in particular the access or use of the Services by the User will suspend, as of its date of occurrence, the performance of these TOS. From this date, and despite the case of force majeure, the Company will endeavour to the extent possible to:

- inform the User of the existence of this case of force majeure;
- re-establish access, even if degraded, to the Services;

It is expressly agreed between the Parties that the Company's exceptional use of these palliative measures during the occurrence of a case of force majeure shall not give rise to any liability or compensation on the part of the Company.

16.5 The Company does not guarantee Users

- (i) that the Services, which are subject to constant research to improve their performance and progress, will be completely free of errors, defects or faults,
- (ii) that the Services, which are standard and not offered solely for the benefit of a given User based on his or her own personal constraints, will specifically meet his or her needs and expectations.

16.6 You declare to be informed that the information relating to the activities is provided by the organizers of these activities. Consequently, you acknowledge that any erroneous or non-updated information, due to the organizers, shall not engage the Company's liability. In addition, the Company draws your attention to the fact that participation in activities organized by other Users via the Application or meeting in real life with other Users must be done with a minimum of precautions. The Company therefore strongly advises the you to pick a public place and group meetings, to inform your friends or family of your meetings, not to reveal any personal information about yourself to other users (e.g. telephone number, home or business address, social network account) and to check that the activity coordinator has the legal capacity to organize it and, where applicable, has taken out insurance where required.

16.7 In any event, the liability likely to be incurred by the Company hereunder is expressly limited to only direct proven damages suffered by you. Under no circumstances shall the Company be liable for any indirect damage such as, in particular, financial or commercial damage, loss of customers, any commercial trouble, loss of profit, loss of brand image and/or computer programs suffered by you that may result from the non-performance of these TOS. Furthermore, the Company shall in no event be liable for damages resulting, even partially, from a total or partial non-performance of its obligations by you, as well as for any indirect damages even if it is aware of the possibility of such damages occurring.

17. Subcontracting

The Company reserves the right to have all or part of the Services performed by any other company of its choice as a subcontractor, the Company remaining solely liable to the User, with the proviso that it shall be liable to its subcontractors.

18. Assignment

The Company reserves the right to transfer the Services to any third party of its choice. In such a situation, the Company will inform you in advance by email or by post. If you do not accept such assignment, you may terminate your Account by unsubscribing from the Services by clicking on "Delete my account" in your Personal Space and cease using the Services. ~~Any use by~~ If you use your Account and/or the Services subsequent to the notification of the assignment, you agree to the right of assignment.

19. Intellectual Property

Intellectual Property of the Company

WEEZEM is a registered trademark by Minh-Việt PHAM. Any representation and/or reproduction and/or partial or total exploitation of this brand, of any nature whatsoever, is totally prohibited.

The systems, software, structures, infrastructures, databases and contents of any kind (texts, images, visuals, music, logos, brands, databases, etc...) used by the Company within the Application are protected by all intellectual property rights or database producers' rights in force. Any disassembly, decompilation, decryption, extraction, reuse, copying and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the Company's authorization is strictly prohibited and may be subject to legal proceedings.

Any total or partial representation of the Application by any process whatsoever, without the express authorization of the operator of the Application would constitute an infringement punishable under Article L 335-2 et seq. of the French Intellectual Property Code.

Content published by You:

You are the owner of all your intellectual property rights. However, by publishing content on the Application, you grant the Company the non-exclusive and free right to represent, reproduce, adapt, modify, broadcast and distribute your content, directly or through an authorized third party, throughout the world, on any medium (digital or physical), for the duration of the intellectual property. In particular, you transfer the right to use your publication on the Internet and on mobile telephone networks.

20. Personal Data

The Company assures the User with a collection and processing of personal data in respect of privacy in accordance with Law No. 78-17 of January 6th, 1978 on Information Technology, Data Files and Civil Liberties.

The Company has a personal data protection policy, the characteristics of which are set out in the document entitled "Privacy Policy", which the User is expressly invited to read. This policy is accessible at any time from the User Account of the Application.

In accordance with the applicable regulations on the protection of personal data, you have the right to access, rectify, object, limit, request the transfer of your data where possible, and removal of your data by contacting, after specifying your first and last name, postal address and attaching a copy of both sides of your ID, to:

- postal address: Weezem SAS, 33 rue Félicien David 75016 Paris
- e-mail address: contact@weezem.com

It is reminded that any person may, for legitimate reasons, oppose the processing of data concerning him/her. This right of opposition may be exercised at the contact details given above.

21. Advertising

The Company reserves the right to insert on any page of the Application and in any communication to Users any advertising or promotional messages in a form and under conditions of which the Company shall be the sole judge.

22. Links and third party sites

The Company may in no event be held liable for the technical availability of websites or mobile applications operated by third parties (including its potential partners) that you access through the Application.

The Company does not accept any liability for the content, advertising, products and/or services available on such third-party websites and mobile applications, which are governed by their own terms of use.

The Company is also not responsible for transactions between you and any advertiser, professional or merchant (including its potential partners) to which the User may be directed through the Application and shall not be party to any dispute whatsoever with these third parties concerning, in particular, the delivery of products and/or services, guarantees, declarations and other obligations whatsoever to which these third parties are bound.

23. Changes

The Company reserves the right to modify these TOS at any time. You will be informed of these modifications by any useful means.

Your continued use of the Services after the modified TOS are posted on this page will constitute acceptance by you and you will be legally bound by the new Updated Terms.

If you do not accept the modified TOS, you must unsubscribe from the Services in accordance with the terms and conditions set forth in Article 9 or stop using immediately.

24. Language

In the event there is a discrepancy of these General Terms and any translated copies, the language of interpretation shall be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

25. Claim

Any complaint must be addressed to Customer Service at +33 6.80.28.93.43 or contact@weezem.com or by mail at the following postal address:

WEEZEM SAS

Customer Service

33 rue Félicien David

75016 PARIS - FRANCE

26. Arbitration

In the event of a dispute relating to these TOS, the User has the right to have recourse free of charge to a consumer mediator in accordance with articles L152-1 of the French Consumer Code.

A list of approved mediators is available on the consumer Arbitration-website accessible at the following address: <https://www.economie.gouv.fr/mediation-conso/liste-des-mediateurs-references>.

The User also has the option of filing a complaint via the online dispute resolution platform (known as the "RLL" platform) accessible via the link below:
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=FR>.

This link is also accessible on the Application.

In the event of failure in the appointment of the arbitrator or of the arbitration itself, the most diligent party may refer the matter to the competent court according to the terms of the article "Applicable Law and Competent Courts" below.

27. Governing Law

These TOS are governed by French law. In the event of a dispute as to the validity, interpretation and/or execution of these TOS, the Parties agree that the courts of Paris shall have exclusive jurisdiction, unless mandatory procedural rules to the contrary exist.

28. Effective Date

These Terms and Conditions became effective on August 11, 2023.