

TERMS AND CONDITIONS OF USE

Last update: March 22, 2021

Sport Heroes, the Subscribing Company and the Partner Company are not responsible for the way you use the Platform or practice sports.

This Platform is operated by Sport Heroes. Please always practice sport activities securely. It is your duty to get appropriate insurance coverage and medical certificates to practice sports under your sole and exclusive responsibility.

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**”).

Through its Platform, SPH offers its Users services such as Challenges, Contents, Programs or Rewards on Sites or Applications published under its own brands (Running Heroes, Cycling Heroes, Swimming Heroes and United Heroes) and in partnership with third parties or Partner Companies (Virtual Club, VRace) (together the “**Services**”). The Platform and Services are accessible free of charge to Users.

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 amend 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 Paul-Emile Saab.

As for the Partners Sites and/or Partner Applications and the Partner Platforms, the Director of the publication is also Paul-Emile Saab, 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.

Article 3 – Definitions

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

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;

Basic Services: refers to the services such as Challenges, Contents, Programs or Rewards provided by SPH under the Terms and Conditions through Sites or Applications published under its own brands (Running Heroes, Cycling Heroes, Swimming Heroes and United Heroes) or in partnership with third parties or Partner Companies (VirtualClub, Vrace) and that may include, subject to the User’s choice, User Data from Third Party Applications;

Challenge: refers to an incentivising online event offered for free or not, 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;

Company page: a personalised page only accessible to Employees of a Subscribing Company, as a part of the United Heroes Service;

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;

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;

Effort Point: refers to points automatically attributed by the Platform or the Partner Platform according to, in particular, the User’s Data related to their sport activity, such as the distance covered;

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;

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;

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

Partners Applications or Site: mobile applications integrating the Sport Heroes Platform and giving access to Partners Services at the request of the Partner Company, in particular within the framework of the Virtual Club Service;

Partner Company: company which has concluded a contract to set up a Partner Platform, in particular within the framework of the Virtual Club Service ;

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;

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

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;

Program: refers to the physical activity and sports targets proposed and published by SPH through the Platform or Partner Platform. A program 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;

Services/Solution: all services developed and provided by SPH to Users of the Platform, such as United Heroes, Running Heroes, Swimming Heroes, Cycling Heroes, Virtual Club et VRace, or Partner Platform, with a valid and active User Account and including Basic Services;

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;

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

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;

Subscribing Company: a company which has taken out a United Heroes Subscription with SPH;

Subscription: a contract between the Subscribing Company and SPH concluded upon the creation of a Company Page as part of the United Heroes Service;

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

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

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 Users 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;

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

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;

User Data: means personal data within the meaning of Article 4.1 of the GDPR and in particular :
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;

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 - For the United Heroes Service only, it also includes the following Basic Services for 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 Employees’ 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 - 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 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 Users.

Article 5 - Operation of the User Account

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

The User is also invited to read the Privacy Policy describing the use made of his/her User Data by SPH. The Policy is available by clicking on the following link: https://legal.sportheroes.com/Privacy_Policy_ENG.pdf

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) as well as, for the United Heroes Service only, a company and a team.

Their User Account will then be created on the Platform.

SPH has no authority 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. The creation of a User Account will take place directly on the Partner Site or the Partner Application concerned.

For the United Heroes Service only, 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 Heroes Platform as soon as they have created a User Account on the SPH Site or Application.

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.

If a User ceases to be an Employee of a Subscribing Company, he/she will be unsubscribed from the United Heroes platform but will keep his/her Sport Heroes User account.

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

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

Article 6 - Access to the User Account

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

User Accounts are accessible during the Hours of Availability.

Usernames are intended to restrict access to the User 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. The User must not communicate his/her Login details to his/her Account to third parties.

In general terms, the User is responsible for the security of individual terminals which his/her uses to access the Services. The User is responsible for restricting access to his/her computer, tablet, smartphone or other connected device and all activities carried out on their User Account or with his/her 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 his/her password, he/she 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, his/her must inform SPH immediately by sending an email to the address indicated in Article 2.

Article 7 - Operation of the Challenges

7.1 – Terms of use of the Challenges

The Challenges are only accessible to Users.

The conditions of the Challenge are defined in the description sheet related thereto.

The success of a Challenge gives rise or not to the awarding of a Reward, according to the conditions defined in the description sheet of the Challenge.

7.2 – Payment of Paid Challenges

Unless otherwise specified on [the Challenge description/registration page], access and unblocking of Challenges is offered without any direct financial compensation from the User.

As an exception to the above, access and unblocking of certain Challenges (the "**Paid Challenge(s)**") is subject to a financial compensation explicitly indicated on the [Challenge description/registration page]. The price of the Paid Challenges is indicated in euros, including all taxes and participation in the processing and shipping costs. Paid Challenges do not exist for the United Heroes Service.

SPH reserves the right to modify the price of the Paid Challenges at any time.

The prices applicable to the Paid Challenges are the prices in force at the time of the User's unblocking of the Paid Challenges. Possible fluctuations or downward changes in the prices of the Paid Challenges cannot give rise to a claim or cancellation of an order by the User.

Payment for the Paid Challenges is made directly on the Platform by credit card to our payment online sales service providers (Stripe, Njuko), which are the only ones to collect and store your payment details in compliance with the security standards required of approved payment service providers within the European Union.

Your payment details are subject to an encryption security system operated by our online sales service providers to protect all sensitive data related to the means of payment. To increase the security of your payments, a control number ("CVV") is requested when you make online purchases. This three-digit control number appears on the back of your bank card.

After validation of the payment, our online sales service providers will issue an invoice that will be made available to the User.

In accordance with the regulations in force and in particular with Article L. 221-28 of the French Consumer Code, the User does not benefit from a right of withdrawal and reimbursement on Paid Challenges. Consequently, by proceeding to the payment of the Paid Challenges, the User expressly waives his right of withdrawal.

Article 8 - Termination or suspension of the Services

8.1 – User Account deletion 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.

8.2 – Termination by the Subscribing Company

In the context of the United Heroes Service, the termination of the Subscription by the Subscribing Company entails loss of access to the Services and termination of the contract for the latter. 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.

8.3 – Termination or suspension by SPH

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

- a person identified as an Employee or User does not meet the provisions set out in the Terms and Conditions or does not exist;
- any User accesses or interacts with the Platform in a way which does not comply with its use, (incitement to hatred, discriminatory comments, insults...) or under technical conditions which are likely to damage or block the Platform.

Article 9 - 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 available by clicking on the following link: https://legal.sportheroes.com/Privacy_Policy_ENG.pdf

Article 10 - Responsibility for processing

SPH is responsible for processing of Users' Data with respect to all Sites, Applications and Platform for the provision of the Services, including those created for a Partner Company or a Subscribing Company.

The processing of User Data is isolated to Sites, Applications, and Platform 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 11 – Limitation of liability

Without prejudice to the mediation process described in Article 14.5 below, SPH may only be held liable for faults on its part definitively established by the competent courts following a final judgement.

Article 12 – Insurances

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 13 - Intellectual and industrial property

13.1 - Platform or Partner Platform User's licence

A Platform or Partner Platform User's 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.

Such User licence is personal, non-exclusive and non-transferable, for the duration of the User's subscription to the Services, i.e. as long as the User has a User Account, and throughout the world.

The User may not, 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.

13.2 - 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.

13.3 - Brand, logo and graphic charter

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 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.

13.4 – Employees right to their image

By registering to United Heroes, Employees can publish photos on the restricted section of their team on the SPH Application, in the chat or their User profile. Sport Heroes undertakes to ask the explicit and prior authorization of the Employees for the use of their image resulting from these publications, for whatever purpose.

Article 14 - Miscellaneous

14.1 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.

14.2 - 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.

14.3 - 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.

14.4 - 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

14.5 - 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 – <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.