

# Terms and Conditions of Use Runnin'City

Effective date : 2020/05/01

## 1. OBJET

The "Runnin'City" application (hereinafter: the "Application") offers its users (hereinafter: the "Users") running, walking and / or physical training exercises (hereinafter together: the "Routes") within specific cities or places around the world.

The purpose of these general conditions is to define the terms and conditions of use of the services offered on the Application (hereinafter: the "Services") as well as to define the rights and obligations of the parties in this context.

They are accessible and printable at any time by a direct link at the bottom of the Application.

They may be supplemented if necessary by conditions of use specific to certain Services, which supplement these general conditions and, in the event of contradiction prevail over the latter.

## 2. APPLICATION AND SERVICES OPERATOR, CONTACT

The Application and the Services are operated by MILE POSITIONING SOLUTIONS, company by simplified shares, registered with the RCS of Lyon under n ° 817 706 898, whose registered office is located 390 Chemin du Mas Joint 69270 FONTAINES SAINT MARTIN (hereinafter: "MILE").

MILE can be contacted at the following coordinates:

- Postal address: 390 Chemin du Mas Joint 69270 FONTAINES SAINT MARTIN

- Telephone: +33687836922
- Email address: founders@mile.eu.com

## 3. ACCESS TO THE APPLICATION AND SERVICES

### 3.1. Legal capacity

The Application and the Services are accessible:

- Any natural person with full legal capacity to commit under these general conditions. Natural persons who do not have full legal capacity can only access the Application and Services with the agreement of their legal representative.
- To any legal person acting through a natural person having the legal capacity to contract in the name and on behalf of the legal person.

### 3.2. Site and Services reserved for individuals

The Application and the Services are intended exclusively for individuals and are not intended for professional use, understood as any use directly or indirectly linked to a remunerated activity exercised on a non-occasional basis in all sectors of industry and commerce.

## 4. ACCEPTANCE OF THE GENERAL CONDITIONS

**4.1.** The acceptance of these general conditions by Users who register on the Application is materialized by clicking on the box I accept when logging in to the Application for the first time.

Regarding Users who are not registered on the Application, their use of it and / or the Services implies their acceptance of these general conditions, without restriction or reservation.

**4.2.** Acceptance of these general conditions can only be full. Any membership subject to reservation is considered null and void. The User who does not agree to be bound by these general conditions must not access the Application or use the Services.

## 5. APPLICATION REGISTRATION

**5.1.** The use of the Services requires the User to register on the Application, by filling in the form provided for this purpose. The User must provide all of the information marked as mandatory. Any incomplete registration will not be validated.

Registration automatically opens an account in the name of the User (hereinafter: the "Account"), giving him access to a personal space (hereinafter: the "Personal Space") which allows you to manage your use of the Services in a form and according to the technical means that MILE considers most appropriate for rendering said Services.

The User guarantees that all the information he gives in the registration form is correct, up to date and sincere and is not vitiated by any misleading character.

He undertakes to update this information in his Personal Space in the event of modifications, so that it always corresponds to the above-mentioned criteria.

The User is informed and accepts that the information entered for the purposes of creation or updating his Account is worth proof of his identity. The information entered by the User commits him upon validation.

**5.2.** The User can access his Personal Space at any time after logging in using his login and password.

The User agrees to use the Services personally and not to allow any third party to use them in

his place or on his behalf, unless he bears full responsibility for them.

He is also responsible for maintaining the confidentiality of his username and password, any access to the Application using them being deemed to be carried out by the User. The latter must immediately contact MILE at the contact details mentioned in the article "Application and Services operator, contact" herein if he notices that his Account has been used without his knowledge. He acknowledges to MILE the right to take all appropriate measures in such a case.

## 6. DESCRIPTION OF SERVICES

The User has access to the following Services, in a form and according to the functionalities and technical means that MILE deems most appropriate.

### 6.1. Courses and exercises

The User benefits from access to the Courses among those offered on the Application.

The User will thus have access to the GPS route of the Course as well as to geolocalized information on the Course known at the time of the download (points of interest, descriptive content on these points of interests, exercises, etc.).

The User will be able to share his comments and appreciations on the Courses via the social networks and will be able to evaluate the Course he has taken directly on the Application.

### 6.2. Other services

MILE reserves the right to offer any other Service it deems useful, in a form and according to the functionalities and technical means it deems most appropriate for rendering said Services.

## 7. FREE SERVICES

The Services are provided free of charge.

## 8. EVIDENCE AGREEMENT

The User expressly recognizes and accepts:

(i) that the data collected on the MILE Application and IT equipment is proof of the reality of the operations carried out within the framework of the present,

(ii) that this data constitutes the main method of proof accepted between the parties, in particular for the calculation of the sums due to MILE. The User can access this data in his Personal Space.

## 9. OBLIGATIONS OF THE USER

Without prejudice to the other obligations provided for herein, the User undertakes to comply with the following obligations.

**9.1.** The User undertakes, in his use of the Services, to comply with the laws and regulations in force, in particular the Highway Code, and not to infringe the rights of third parties or public order.

He is solely responsible for the proper completion of all formalities, particularly administrative, tax and / or social and all payment of contributions, taxes or charges of all kinds which are incumbent upon him, where applicable in connection with his use of the Services. MILE cannot in any case be held liable for this.

**9.2.** The User acknowledges having read the Application of the characteristics and constraints, including technical, of all the Services. He is solely responsible for his use of the Services.

**9.3.** The User also undertakes to:

- use the Application with caution and discernment. The User is solely responsible for his safety when he follows a Course. It is recommended to always travel on sidewalks or areas accessible to pedestrians and not on streets or roads taken by motorized vehicles, even when the Application indicates to take such a route;
- not to endanger themselves or others, and to be aware of
- various risks linked to pedestrian traffic in urban areas;
- make sure you have sufficient physical capacity to complete the Course and the exercises;
- do not use the Application to guide you in a vehicle, whether motorized or not. The Application should only be used as an aid to pedestrian orientation;
- not to make professional or commercial use of the Application and / or its contents;
- not to provide false data when registering;
- inform MILE POSITIONING SOLUTIONS of any error of which it becomes aware as well as of any comment relating to the Courses, with a view to updating the Courses and / or improving the Application.

**9.4.** The User undertakes to make strictly personal use of the Services. He therefore refrains from assigning, conceding or transferring all or part of his rights or obligations hereunder to anyone, in any way whatsoever.

The User acknowledges that due in particular to unforeseeable events external to MILE (in particular road accidents, roadworks, weather conditions, damage, etc.), the information and data contained in the Application may prove to be inaccurate or obsolete and that the

accessibility conditions of the Courses and exercises may change due to said events. MILE does not guarantee, in any case, the protection of the User against all the dangers linked to the urban environment. MILE cannot in any case be held liable in the event of an accident on the proposed Routes.

**9.5.** The information relating to the time remaining on the Course and the speed of the race cannot be calculated with accuracy since it necessarily depends on the behavior of the User. Given these constraints, the User acknowledges that the data and information provided by MILE within the framework of the Application are for information only and accepts that the responsibility for MILE cannot be engaged due to the inaccuracy or the 'imprecision of certain data or information.

**9.6.** The Application is a tool to help with orientation and exercises but can in no way replace the judgment of the User who, depending on the real context, must assess himself the opportunity not to follow recommendations, the Course or exercises suggested by the Application and / or the recommended equipment. MILE has no control over the behavior of the User and cannot therefore be held liable for this fact.

**9.7.** The User declares to understand the limits linked to the GPS system. Transmissions and receptions can be limited by:

The operation of satellite systems and earth stations;

Operation of the User's smartphone;

Weather and atmospheric conditions, environmental and magnetic interference;

The quality of the smartphone and / or its GPS functionality.

The User acknowledges that the GPS signal is accurate to within 10 (ten) meters and that it is his responsibility to assess the consequences and possible risks of this technical constraint.

**9.8.** The User agrees to provide MILE with all the information necessary for the proper performance of the Services. More generally, the User agrees to actively cooperate with MILE with a view to the proper execution of these conditions.

**9.9.** The User is solely responsible for content of all kinds (editorial, graphics, audio, audiovisual or other, including the name chosen by the User to identify it on the Application) that he distributes as part of the Services (hereinafter referred to as "Content").

It guarantees to MILE that it has all the rights and authorizations necessary for the dissemination of this Content.

He undertakes that said Content is lawful, does not prejudice public order, morality or the rights of third parties, does not infringe any legislative or regulatory provision and more generally, is in no way likely to jeopardize MILE's civil or criminal liability.

The User thus refrains from distributing, in particular and without this list being exhaustive:

Content that is pornographic, obscene, indecent, offensive or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist, Counterfeit Content, Content that infringes the image of a third party, untruthful, deceptive or proposing or promoting illegal, fraudulent or deceptive activities, Content harmful to third party computer systems (such as viruses, worms, Trojans, etc.), and more generally Content likely to infringe the rights of third parties or to be prejudicial to, in any way and in any form whatsoever.

**9.10.** The User acknowledges that the Services offer him an additional, non-alternative solution for running a race, walking or physical exercise, and that this solution cannot replace the other means which the User may otherwise have for achieve the same goal.

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

## 10. USER GUARANTEE

The User guarantees MILE against any complaints, claims, actions and / or any claims that MILE may suffer as a result of the violation by the User of any of its obligations or guarantees under these terms and conditions.

He undertakes to indemnify MILE for any damage it would suffer and to pay it all costs, charges and / or convictions that it may have to bear as a result.

## 11. PROHIBITED BEHAVIORS

**11.1.** It is strictly prohibited to use the Services for the following purposes:

- the exercise of illegal, fraudulent activities or activities which infringe the rights or the safety of,
- breach of public order or violation of applicable laws and regulations,
- intrusion into a computer system or any activity likely to harm, control, interfere, or intercept all or part of a computer system, violate its integrity or security,
- sending unsolicited emails and / or prospecting or commercial solicitation,

- manipulations intended to improve the referencing of a site, ers,
- the use of the Application to distribute information or redirecting links to a site, ers,
- assistance or incitement, in any form and in any way, to one or more of the acts and activities described above,
- and more generally any practice diverting the Services for purposes other than those for which they were designed.

**11.2.** It is strictly forbidden for Users to copy and / or divert for their purposes or those of the concept, technologies, all or part of the data or any other element of the MILE Application.

**11.3.** The following are also strictly prohibited:

- (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services,
- (ii) any intrusion or attempted intrusion into MILE systems,
- (iii) any misappropriation of Application system resources,
- (iv) all actions likely to impose a disproportionate burden on the latter's infrastructure,
- (v) all attacks on security and authentication measures,
- (vi) all acts likely to infringe financial, commercial or moral of MILE or the users of its Application, and finally more generally
- (vii) any breach of these general conditions.

**11.4.** It is strictly forbidden to monetize, sell or grant all or part of the access to the Services or the Application, as well as to the information which is hosted and / or shared there.

## 12. PENALTIES FOR BREACHES

In the event of a breach of any of the provisions of these general conditions or more generally, of a violation of the laws and regulations in force by a User, MILE reserves the right to take any appropriate measure and in particular to:

- (i) suspend or remove access to the User Services, author of the breach or offense, or having participated in it,
- (ii) delete any content posted on the Application,
- (iii) publish on the Application any information message that MILE deems useful,
- (iv) notify any relevant authority,
- (v) initiate any legal action.

## 13. MILE'S RESPONSIBILITY AND GUARANTEE

**13.1.** MILE undertakes to provide the Services diligently and according to the rules of the art, it being specified that it weighs on it an obligation of means, to the exclusion of any obligation of result, which Users recognize and expressly accept .

**13.2.** MILE is not aware of the Content posted by Users as part of the Services, on which it does not make any moderation, selection, verification or control of any kind and in which it only intervenes as a hosting provider.

Consequently, MILE cannot be held responsible for the Content, the authors of which are, any possible complaint should be directed first to the author of the Content in question.

Content prejudicial to a person may be notified to MILE in the manner provided for by article 6 I 5 of law n ° 2004-575 of June 21, 2004 for confidence in the digital economy, MILE reserves the right to take the measures described in the article "Penalties for breaches".

**13.3.** MILE declines all responsibility in the event of possible loss of the information accessible in the Personal Space of the User, the latter having to save a copy and not being able to claim any compensation in this respect.

**13.4.** MILE undertakes to carry out regular checks to verify the operation and accessibility of the Application. As such, MILE reserves the right to temporarily interrupt access to the Application for maintenance reasons. MILE cannot be held responsible for temporary difficulties or impossibilities of access to the Application which arise from circumstances external to it, force majeure, or which are due to disruptions in the telecommunications networks.

**13.5.** MILE does not guarantee to Users (i) that the Services, subject to constant research to improve performance and progress in particular, will be completely free from errors, vices or defects, (ii) that the Services, being standard and not offered at the sole intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

**13.6.** In any event, the liability likely to be incurred by MILE in respect of present is expressly limited to only proven direct damage suffered by the User.

## 14. INTELLECTUAL PROPERTY

The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, brands, database, etc.) operated by MILE within the Application are protected by all intellectual property rights or rights of producers of databases in force. All disassembly, decompilation, decryption, extraction, reuse, copies and more generally, all acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of MILE are strictly prohibited and may be subject to legal proceedings.

## 15. PERSONAL DATA

MILE practices a policy of protection of personal data whose characteristics are explained in the document entitled "Charter relating to the protection of personal data", of which the User is expressly invited to take note.

## 16. CONFIDENTIALITY

Each party undertakes to keep the documents, elements, data and information of the other party to which it is addressed strictly confidential, which will be expressly identified by the other party as confidential. With regard to MILE, the parties already expressly agree that this confidentiality obligation covers the personal data that MILE will have to process for the User in the context of the Services. All of this information is referred to below as "Confidential Information".

The party receiving Confidential Information undertakes not to disclose it without the other party's prior agreement, for a period of five (5) years from the end of the performance of the Services concerned. It can only transmit them to employees, collaborators, trainees or advisers if they are bound by the same confidentiality obligation as that provided for herein.

This obligation does not extend to documents, elements, data and information:

- (i) of which the party receiving them was already aware;
- (ii) already public at the time of their communication or which would become so without violation of these general conditions;
- (iii) which have been lawfully received from someone;
- (iv) whose communication would be required by the judicial authorities, in application of laws and

regulations or with a view to establishing the rights of a party under these general conditions.

## 17. PUBLICITY

MILE 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 MILE will be the sole judge.

## 18. THIRD PARTY LINKS AND SITES

MILE cannot in any case be held responsible for the technical availability of websites or mobile applications operated by third parties (including its potential partners) to which the User would access via the Application.

MILE does not accept any responsibility for the content, advertising, products and / or services available on such sites and mobile applications, users which are reminded that they are governed by their own conditions of use.

MILE is also not responsible for transactions between the User and any advertiser, professional or merchant (including any partners) to which the User is directed through the Application and cannot in any way case be party to some possible litigation whatsoever with these users concerning in particular the delivery of products and / or services, guarantees, declarations and any other obligations to which these users are held.

## 19. COMMERCIAL REFERENCES

The User expressly authorizes MILE to cite it and to use, where appropriate, the reproduction of its brand or logo as commercial references, in particular at demonstrations or events, in its commercial documents and on its website, under whatever form.

## 20. DURATION OF SERVICES, UNSUBSCRIPTION

The Services are subscribed for an indefinite period.

The User can unsubscribe from the Services at any time, by sending a request to this effect to MILE by email, at the contact details mentioned in the article "Operator of the Application and Services, contact".

The unsubscription is effective within 48 working hours from this request. It results in the automatic deletion of the User Account.

## 21. MODIFICATIONS

MILE reserves the right to modify these general conditions at any time.

The User will be informed of these modifications by any useful means.

The User who does not accept the modified general conditions must unsubscribe from the Services in the manner provided for in the article "Duration of Services, unsubscription".

Any User who uses the Services after the entry into force of the modified general conditions is deemed to have accepted these modifications.

## 22. LANGUAGE

In the event of a translation of these general conditions into one or more languages, the language of interpretation will be the French language in the event of contradiction or dispute over the meaning of a term or a provision.

## 23. MEDIATION

The User has the right to have free recourse to a consumer mediator with a view to the amicable resolution of any dispute relating to the execution of these presents which would oppose

him to MILE, under the conditions provided for in articles L611-1 and following and R152-1 et seq. Of the Consumer Code.

He can contact the following consumer mediator for this purpose:

- Mediation and friendly settlement center for bailiffs (Medicys)
- Postal address: 73 Boulevard de Clichy, 75009 Paris
- Email address: [contact@medicys.fr](mailto:contact@medicys.fr)
- Phone: 01 49 70 15 93
- <http://www.medicys.fr/index.php/consommateurs/>

In the event of a complaint possibly made by a European consumer, who has not found an amicable solution with MILE customer service, said consumer may use the European platform for the settlement of consumer law disputes accessible at the following url address :

[http://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show & lng = FR](http://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR)

## 24. APPLICABLE LAW AND JURISDICTION

These general conditions are governed by French law.

In the event of a dispute over the validity, interpretation and / or execution of these general conditions, the parties agree that the courts of Paris will be exclusively competent to judge, unless there are mandatory imperative rules of procedure.