
TERMS AND CONDITIONS OF USE

Last update : 26/10/2021

PREAMBLE

FLASHGAP runs an Application for smartphones or tablets called "Fruitiz" offering dating services that encourage contact and meetings between Users who are in close geographical proximity.

The purpose of these Terms and Conditions of Use is to determine the characteristics, terms and conditions of use of the Application, as well as to define the rights and obligations of any User of the Application.

The Application is available on the App Store and on the Play Store, which require the use of the User's own connection details for these services, and is accessible to any User with Internet access via their smartphone or tablet.

By clicking on the button "Connect with Apple", "Connect with Facebook" or "Connect by SMS", the User expressly accepts in full, without condition or reservation, these TCU.

These TCU can be viewed at any time on the Application in the "Settings" tab and also on the Fruitiz website at <https://fruitiz.io/terms>.

1. DEFINITIONS

1.1. General definitions

In these TCU, including the Preamble, the following terms, whether used in singular or plural, shall have the following meaning :

App Store	The platform for presenting and downloading applications made available by Apple Inc. or one of its group companies for mobile devices running the iOS operating system, the use of which is subject to the contractual provisions of Apple Inc. or one of its group companies, which the User declares that he/she is aware of and that he/she has accepted prior to downloading the Application.
Application	The mobile software application called "Fruitiz", operated by FLASHGAP, available for download on the App Store and Play Store.
TCU	The present Terms and Conditions of Use.
Code of conduct	The Users Code of Conduct as defined in Article 6 below.

Account	The personal space dedicated to the User to which he/she has access by registering and logging on to the Application. It allows the User to access the Services.
Content	Any element that may be communicated by the User through the Application, in particular opinions, comments, data, images, information, photographs, words and expressions.
Facebook Connect	A functionality that allows Users to use their Facebook account to identify on the Application and simplify the registration process.
FLASHGAP	The company FLASHGAP SAS, with a capital of 26 232,00 EUR registered under the number 805 232 352 at the RCS of PARIS, Intracommunity VAT number FR47805232352, whose head office is located at 5 rue du Pont aux Choux 75003 Paris, represented by its President, Julian KABAB.
Notification push	A written notification triggered by the Application that appears on the User's smartphone or tablet screen.
Play Store	The application presentation and download platform provided by Google LLC or one of its affiliates for mobile devices running the Android operating system, the use of which is subject to the contractual provisions of Google LLC or one of its affiliates, which the User declares that he or she is aware of and has accepted prior to downloading the Application.
Services	All the services offered by the Application and defined in article 2 of these TCU, whether or not they are subject to a charge, to encourage virtual or real meetings between Users who have crossed paths and are of mutual interest, according to the search criteria selected.
Fee - based services	Paid Services as detailed in Article 5.
User	Any person who has created an Account on the Application.
Woman user	Female user in terms of marital status.
Men user	Male user in terms of marital status.

1.2. Definitions specific to the Application

In these TCU, including the Preamble, the following terms, whether used in singular or plural, shall have the following meaning :

Fruitz Golden or Fruitz Premium subscription	A subscription that triggers access to additional features as detailed in Article 5.
Confirmation of message reading	Paid functionality allowing to know via a mark (type check) if the User, recipient of a Message sent in a private conversation, received it and read it.

Crushnote	An action that allows you to write a Message directly on your Profile for a specific User. The Message will only be visible to the recipient User. Its action is not secret and triggers the sending of a Push Notification.
Discoveries	The action of discovering the Fruits of other Users. Female Users have unlimited Discoveries and can always find out the Users that are interested in them.
Fruit	Symbol of a User's desire, namely : <ul style="list-style-type: none"> - Cherry : to find your other half ; - Grape : for a glass of wine without headache; - Watermelon : for recurrent cuddles without hitting a snag ; - Peach : for or a sinful desire.
Like	Action symbolised by a heart to express the User's interest in another User's Profile.
Message	Written message from one User to another via the Application. Only Users who have had a Smoothie and who have both answered the Juicy Question can engage in the "Chat" action and send each other text messages. Messages are visible in the messaging system accessible from the top right icon on the "home page".
Pack of Crushnotes	A package of Crushnotes purchased by the User under the conditions of article 5.1.
Pass	The action symbolised by a cross to express the User's lack of interest in another User's profile. This action is secret and does not trigger the sending of a push Notification.
Pollen	The User who uses the Pollen will see his Profile highlighted to other Users in geographical proximity having the same Fruit as him.
Profile	The profile sheet on which the information relating to the User is visible.
Back to the past	A paid functionality that allows the User to return to past Profiles up to the last Profile liked.
Juicy question	The Juicy Questions take place after each Smoothie. One of the two Users, the first to choose, selects a question from ten suggestions made by the Application. Once both Users answer it, they can chat normally.
Smoothie	Represents the mutual interest between two Users who have both "liked" each other's Profiles.

2. DESCRIPTION OF THE APPLICATION

2.1. Description of the Services

The Application provides Users with fun, user-friendly and respectful services that allow making contact and meeting other Users according to their location and preferences of the Users, either virtually or in real life, between those of mutual interest.

The purpose of the Services is to establish, through the Application, the most pleasant connections possible to conduct real meetings for personal purposes. Each User is free to discuss and establish relationships with other Users in accordance with these TCU.

Under no circumstances may the Services be considered as marriage counselling or brokerage activities.

2.2. Support for the reception of Services

The Services are accessible to any person with Internet access on a smartphone or tablet with a recent version of the IOS or Android operating system, subject to downloading the Application from the App Store or the Play Store, as the case may be.

The Application allows access to all the Services, subject to payment, if any.

All costs associated with accessing the Application, such as costs associated with paid features and hardware, software or internet access costs, are the sole responsibility of the User.

3. MEMBERSHIP AND ACCESS TO SERVICES

3.1. Conditions of access to the Services

Access to the Services is reserved, under their sole responsibility, to Users who meet the conditions described in Article 6.1 below and who have previously accepted these TCU.

By pressing the button "Connect with Apple", "Connect with Facebook" or "Connect by SMS", the User expressly accepts in full, without condition or reservation, these TCU, in particular those mentioned in the User Code of Conduct defined in Article 6 below.

The User can freely consult these TCU at any time on the Application by clicking on the "Settings" tab and also on the Fruitiz website via the URL <http://www.fruitiz.io/terms>.

3.2. Creating an Account

Access to the Application requires, after downloading, the creation of an Account.

An Account can be created :

- Via Facebook Connect, which allows FLASHGAP to use the User's first and last name, gender, age (deducted from the date of birth) and email address to create a Profile. Consequently, the User must verify the authenticity of his information on Facebook before registering for the Services.
- Via the User's Apple ID or via SMS. In this case, the User must enter the information attributed to him/her on his/her civil status, namely his/her first name, gender and date of birth.

The User then identifies himself to access the Services by the same means as when creating the Account, namely by Facebook Connect, the User's Apple ID or via SMS. Subject to the validation of his Account, he thus benefits from permanent and secure access to his Account.

3.3. Audit of accounts

In case of suspected breach of the Code of Conduct defined in Article 6 below, the Account may be suspended at any time in order to verify the existence of such breach.

In case of confirmation, the Account in question may be automatically deleted by FLASHGAP and the User in question may be banned from the Application.

As part of the above-mentioned verification, FLASHGAP may ask the User in question for information intended to assess compliance with the above-mentioned Code of Conduct, including personal data such as the telephone number and/or the email address associated with the User's Account in order to get authenticated.

3.4. Account security

The User Account is strictly personal to the User.

The User may only have one Account. The use of the Services through multiple Accounts constitutes a serious breach of these TCU.

Similarly, the login details of the Facebook account or Apple ID are personal and confidential. The User is solely responsible for their use.

The User is solely responsible for the consequences of the use of his Account and acknowledges that any connection or data transmission made using his login details will be deemed to have been made by him.

3.5. Receipt of unwanted or fraudulent emails

The User undertakes to protect himself against any exceptional risk of receiving unwanted emails or emails allegedly coming from FLASHGAP.

The User must be alert and vigilant in order to warn FLASHGAP by sending a letter or an e-mail to the addresses communicated in article 17 hereof.

4. FREE SERVICES

Some Services are available from the Application free of charge (excluding hardware and software costs, connection costs and telecommunications costs) to the User, including :

- Sending of 30 Likes per 12 hours ;
- Sending of 3 Crushnotes offered at the time of registration ;
- Discovering of Fruit from 3 Users per day for Male Users and unlimited for Female Users ;
- Unlimited sending of Messages in case of Smoothie and in case of answer of the 2 Users to the Juicy Question ;
- Unlimited change of your desire (i.e. your "Fruit") ;
- Possibility of passing on an unlimited number of Users within the limit of the Users present on the Application corresponding to the search criteria of the User ;
- Confidential blocking of any User as described in Article 6.6 below ;
- Possibility of confidentially reporting any User whose behavior is contrary to these TCU or to the applicable law ;
- Configuration of search preferences ;
- Consultation of the FAQ without limitation ;
- Possibility of knowing the remaining number of Crushnotes ;
- Possibility of completing the Profile, in accordance with these TCU ;
- Possibility to delete Messages.

5. FEE-BASED SERVICES

5.1. The Packs

Packs of Crushnotes	Packs of Pollen
Pack of 3 Crushnotes	Pack of 1 Pollen
Pack of 15 Crushnotes	Pack of 5 Pollens
Pack of 30 Crushnotes	Pack of 10 Pollens
Unlimited Crushnotes pack allowing the User to use Crushnotes until the account	Pack of 25 Pollens
Crushnotes and Pollens have no expiry date and can be used at any time after payment until the account is deleted.	

5.2. Other paid features

Back to the past	Confirmation of message reading
Functionality unblocked until the account is deleted	Functionality unblocked until the account is deleted

5.3. Fruitz Golden or Fruitz Premium subscriptions

Fruitz Golden	Fruitz Premium
Subscription period : <ul style="list-style-type: none">- 1 month- 3 months (billed in 3-month increments)- Unlimited	Subscription period : <ul style="list-style-type: none">- 1 month- 6 months (billed in 6 months increments)- 12 months (billed in 12 months increments)
Features included : <ul style="list-style-type: none">- Ability to filter other Users' Profiles by Fruit ;- Ability to find out which other Users have liked the subscribed User's Profile ;- The subscribed User's Profile is highlighted to other Users in their geographical vicinity who have the same Fruit as the subscriber ;- In case of Smoothie, the Subscribed User will be offered additional Juicy Questions that may encourage a response from the other User ;- Possibility of sending an unlimited number of Likes ;	Features included : <ul style="list-style-type: none">- The subscribed User's Profile will be highlighted to other Users in their geographical vicinity who have the same Fruit as the subscriber ;- In the event of a Smoothie, the subscribed User will be offered additional Juicy Questions that may encourage a response from the other User ;- Possibility of sending an unlimited number of Likes ;- Unlimited number of Discoveries ;- Send an unlimited number of Crushnotes.

Unless revoked by the User, a Fruitz Golden or Fruitz Premium Subscription taken out will be automatically renewed on expiry for a new period equal to its initial duration.

Deletion of the Account by the User or uninstallation of the Application from the smartphone does not cancel or remove any Fruitz Golden or Fruitz Premium Subscriptions taken out.

To terminate a Fruitz Golden or Fruitz Premium Subscription, the User can at any time access the subscription management settings in the App Store and Play Store as shown below :

Cancelling a subscription on iPhone, iPad or iPod touch	Cancelling a subscription on an Android phone or tablet
<ul style="list-style-type: none">- Open the Settings app.- Touch your name.- Touch "Subscriptions".- Touch the subscription you want to manage.- Touch Unsubscribe.	<ul style="list-style-type: none">- On your Android phone or tablet, open the Google Play Store.- Make sure you are signed in to the correct Google account.- Tap Menu "Subscriptions".- Tap the subscription you want to cancel.- Tap Cancel subscription.

The cancellation of a Subscription does not give rise to any refund of the months started.

FLASHGAP has no control over the payment of Subscriptions, Packs or other paid features. Therefore, as the App Store and the Play Store are exclusively responsible for the payment conditions and operations and FLASHGAP has no right to refund the purchase of paid Services, any request related to the payment must be addressed to the relevant Store.

5.4. Terms and conditions of the offer

Paid Services made available via the App are accessible according to the pricing conditions indicated in the App Store and the Play Store.

Paid Services purchased from the Play Store are incompatible with smartphones or tablets running the iOS operating system. Paid Services purchased from the App Store are incompatible with smartphones or tablets running the Android operating system.

As the Paid Services are payable from the App Store and the Play Store, the User must address any request concerning the purchase or reimbursement of Paid Services to the after-sales services of the latter.

5.5. Scope of the offer

The Crushnotes and Pollens purchased are valid without restriction of duration subject to the respect of the present TCU.

However, in case of deletion of the Account as detailed in articles 9.3 and 10 below, for any reason whatsoever, the Crushnotes and Pollens purchased are lost, without any refund to the User concerned.

Crushnotes and Pollen Packs are cumulative with FruitZ Golden and FruitZ Premium subscriptions. The number of Crushnotes and Pollen in each pack purchased is added to the Crushnotes and Pollen previously registered in the User's Account.

Where a User purchases an Unlimited Crushnotes Pack, any Crushnotes Packs or other paid Services purchased prior to the purchase of the Unlimited Crushnotes Pack will not be refunded to that User under any circumstances.

5.6. Right of withdrawal

In accordance with the provisions of the French Consumer Code, the User has a period of 14 working days from the date of delivery of his/her order to request from the App Store or the Play Store the refund of any unused paid Services.

However, in case of full use of the Crushnotes or Pollens Packs (excluding the unlimited Packs) before the end of the above-mentioned withdrawal period, the User expressly agrees that FLASHGAP proceeds to the immediate execution of this

service and expressly waives his right of withdrawal in accordance with the provisions of Article L221-28-1° of the French Consumer Code.

The Packs and Premium Subscriptions being payable at the App Store and the Play Store, the User must exercise his right of withdrawal by informing the services of the latter of his decision to withdraw by sending the withdrawal form provided for in Article R221-1 of the said Code or any other unambiguous statement expressing his desire to withdraw.

6. CODE OF CONDUCT

6.1. Duty of loyalty and honesty in registration

In order to acquire the status of User, it is necessary to meet all the following conditions :

- Fulfil the conditions of majority as laid down by French law (be at least 18 years old) ;
- To have never been convicted of a crime or an offence of a sexual nature or involving violence ;
- Not be registered in the automated judicial file of perpetrators of sexual and violent offences (Fijais) ;
- **For registration via Facebook Connect :**
 - To have filled in the information on their Facebook profile in a sincere and truthful manner, namely, the surname and first name, gender and date of birth as stated on their civil status ;
 - Failing this, the User undertakes to correct the errors on his Facebook profile and to activate the synchronisation of information between his Facebook profile and his Account ;
- **For a registration by an Apple ID or SMS :**
 - To have filled in the information stated on his/her civil status in a sincere and truthful manner, i.e. first name, gender and date of birth ;
 - Have uploaded a profile photo that physically represents the User and allows him/her to be recognized ;
- To regularly update the information communicated at the time of registration by accessing his/her Account from the Application;
- To have read and accepted these TCU.

Any failure to comply with the above-mentioned obligations constitutes a serious breach of these TCU which may result in the termination of the Account in accordance with Article 10 below.

6.2. Duty of honesty and fairness during use

All Users undertake not to :

- Communicate, disseminate, download or otherwise use Content communicated or disseminated by another User through the Application, without his or her prior written consent ;
- Violate the rules of propriety and remain correct towards other Users ;
- Use robots, tools, applications or software other than those made available by FLASHGAP within the Application when contacting other Users ;
- Disclose to other Users their connection details to the Application ;
- Undermine the proper functioning of the Application or Services and / or damage the reputation of FLASHGAP ;
- Copy, distribute or transfer technical data that he intercepts on the network in connection with the Application.

Any breach of the above obligations constitutes a serious breach of these TCU that may lead to the termination of the Account in accordance with Article 10 below.

FLASHGAP shall not be held responsible for the use that other Users may make of the Content communicated, broadcasted or made available to them by a User through the Application, each User being and remaining exclusively responsible for the decisions he/she takes and the choices he/she makes.

6.3. Personal use

The User undertakes to use the Application for personal purposes only.

The Application may not be used for commercial, promotional, electoral or recruitment purposes, nor for the purpose of organising rallies or events.

The sending of messages for marketing or commercial purposes or newsletters via the Application's messaging system which include Content, indications or hyperlinks referring to sites or media of third parties, in particular competitors of FLASHGAP, is strictly prohibited.

Any breach of the above-mentioned obligations constitutes a serious breach of these TCU that may lead to the termination of the Account in accordance with Article 10 below.

6.4. Content dissemination

The User is solely responsible for the Content he/she disseminates through the Application and FLASHGAP shall not be held responsible for the communication of such Content.

Each User agrees not to disseminate Content :

- Contrary to public order and morality ;
- Defamatory, insulting, racist, xenophobic, revisionist or damaging to the honor or reputation of others ;
- Inciting hatred or violence against a person or a group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion ;
- Depicting the naked body ;
- Of a pornographic nature;
- Of a pedophile nature ;
- Inciting to commit an offence, a crime or an act of terrorism or glorifying war crimes or crimes against humanity ;
- Inciting to suicide ;
- Contrary to the laws on intellectual property ;
- And more generally contrary to the laws and regulations in force.

FLASHGAP reserves the right to delete any Content that is contrary to these TCU or that infringes the rights of third parties, as soon as it becomes aware of it.

Any failure to comply with the above-mentioned obligations constitutes a serious breach of these TCU that may lead to the termination of the Account in accordance with Article 10 below.

6.5. Reporting of illegal content

Any Content contravening these TCU may be reported by any User to FLASHGAP by clicking on the tab :

- At the top right of the User's Profile ; or
- At the top right of the conversation with the User in question.

The User whose published Content is the subject of a report will in no case be informed of the identity of the User author of the report.

In the event of publication of Content that has been the subject of a reporting procedure and that may be qualified as an infringement under the legislative and regulatory provisions in force, the User who is the victim of this Content may also be invited to refer the matter to the competent authorities.

In accordance with the provisions of the French Law n° 2004-575 of 21 June 2004 for confidence in the digital economy, the fact, for any person, of presenting to FLASHGAP a content or an activity as being illicit with the aim of obtaining its withdrawal or of stopping its diffusion, while he knows this information to be inaccurate, is likely to be punished by a penalty of one year's imprisonment and a fine of 15,000 EUR.

6.6. Blocking another user

Outside the scope of the reporting procedure detailed in Article 6.5 above, Users have the option of blocking any User whose behavior does not comply with the rules of respectability.

Blocking another User will block all communication with the latter, including the mutual impossibility of accessing Likes, Crushnotes, and Messages sent or to be sent.

7. REAL MEETINGS

FLASHGAP warns the Users who wish to engage in "real" dating.

FLASHGAP does not conduct any criminal background checks on Users or otherwise investigate the background of Users. In this regard, FLASHGAP makes no guarantees regarding the conduct of Users.

The conduct of these "real" meetings is organised independently of FLASHGAP, under the sole responsibility of the Users.

FLASHGAP cannot be held responsible for acts and problems, whatever their nature, committed or caused by the current and/or former Users during the events taking place following the use of the Application.

With regard to other Users with whom the User has agreed to exchange Messages, it is strongly recommended that information that does not appear on the User's Profile,

such as telephone number, address or surname, should not be disclosed or should be disclosed only with great care.

FLASHGAP strongly advises, as a safety measure, to arrange "real" meetings only in crowded public places or to inform a relative and to disclose contact information only after a reasonable time and with caution.

8. COMMUNICATION WITH THE USER

8.1. Push notifications

The User may receive Push Notifications via the Application in order to be notified of important events including, but not limited to :

- A Crushnote received from another User ;
- A Message from another User ;
- A Message or announcement from FLASHGAP relating to the User's Account ;
- A Smoothie, showing the common interest of two Users.

The User may at any time set his preferences for push Notifications from his Account.

8.2. Account management

The User must regularly consult his Messages, in particular those sent by the FLASHGAP host, and his Push Notifications by means of which FLASHGAP will keep him informed, among other things, of information relating to the Services and of any changes and updates made.

9. LOGGING OUT, DEINSTALLATION OR DELETION OF THE ACCOUNT BY THE USER

9.1. Logging out of the account

The User may disconnect from his or her Account at any time without notice via the Application.

Upon disconnection from the Account, the User's Profile will remain visible to other Users both for the past and for the future for a period of 1 year.

After a period of 1 year, the User will be required to register under the same conditions as a first registration as set out in Article 3.2 above.

Disconnection from the Account does not cancel the current Subscription.

9.2. Deinstallation of the Application

The User may uninstall the Application from his/her smartphone or tablet at any time without notice.

While uninstalling the Application, even without first logging out of the Account, the User's Profile will remain visible to other Users both in the past and in the future.

If the Application is reinstalled after a period of 1 year, the User will be required to register under the same conditions as a first registration as provided for in Article 3.2 above.

Uninstalling the Application does not delete the current Subscription.

9.3. Deletion of the Account by the User

The User may at any time permanently delete his or her Account in the "Settings" tab (top right of the Profile) in the Application.

The User may also request deletion of the Account at any time by mail, the postal address mentioned in Article 17 below.

When deleting the Account :

- The User's Profile will be permanently deleted and made invisible to other Users instantly;
- The User's data will be permanently deleted, including all data concerning :
 - Smoothies ;
 - Messages ;
 - Profiles viewed ; and
 - Any additional information ;
- Crushnotes and Pollens purchased will be lost, without any refund being possible.

Deletion of the Account by the User does not cancel or remove any FruitZ Golden or FruitZ Premium subscriptions taken out. To terminate a FruitZ Golden or FruitZ Premium Subscription, the User must go to the subscription management settings in the App Store and Play Store as indicated in article 5.3 above.

The deletion of the Account is final. When the User wishes to start using the Application again, he will be required to register under the same conditions as a first registration as described in article 3.2 above.

10. SUSPENSION OR DELETION OF ACCOUNT BY FLASHGAP

10.1. Suspension or deletion of the Account in the event of a breach of the TCU

In case of suspected breach of the User's Code of Conduct defined in article 6 above, the Account may be suspended at any time in order to verify the existence of such breach.

In case of confirmation, the corresponding Account may be automatically deleted by FLASHGAP and the corresponding User may be banned from the Application.

As part of the above-mentioned verification, FLASHGAP may ask the User in question for information intended to assess compliance with the above-mentioned Code of Conduct, including personal data such as the telephone number and/or email address associated with the User's Account in order to authenticate it.

The deletion of the Account has the consequences detailed in article 9.3 above.

In all cases, no refunds will be made for Subscriptions, Packs or other paid features.

10.2. Deletion of the Account in the event of a breach of the TCU that cannot be remedied

In case of breach of the TCU by a User which cannot be remedied, his Account may be deleted by FLASHGAP at any time after informing the User.

The deletion of the Account has the consequences detailed in article 9.3 above.

10.3. Deleting Inactive Accounts

Any Account that is inactive for a continuous period of 1 year is subject to deletion.

An Account is considered inactive if the following criteria are met :

- The User's Application has not established contact with Fruitiz servers (including disabling the geolocation option) ; and
- The User has not used the Application.

In such a case, the User will be informed of the proposed deletion of his Account, with 30 days' notice, by sending a push Notification, an email or a SMS.

The deletion of the Account has the consequences as detailed in article 9.3 above.

11. RESPONSABILITY

11.1. Hosting

FLASHGAP acts as a content host. As such, FLASHGAP is not bound by any general obligation to monitor the Content posted on the Application by the Users.

FLASHGAP is not liable for the activities or information stored at the request of a User if it was not aware of their manifestly illegal nature or of facts and circumstances revealing such a nature or if, as soon as it became aware of such a nature, it acted promptly to remove such data or to make access impossible.

The Application is proposed "as is". FLASHGAP shall not be held liable for any damage resulting from the unsuitability of the Application for a particular use or for the expectations and needs of the User.

FLASHGAP shall not be held responsible for the use that the User makes of the Contents that are made available through the Application, the User being and remaining the only responsible for the decisions and the choices he makes.

11.2. Access to Services

FLASHGAP seeks to insure Users equipped with a smartphone or a tablet running the operating system listed on the Application available on the App Store or the Play Store to access the Services without interruption, except in case of force majeure or an event beyond its control, and subject to possible maintenance interventions necessary for the proper functioning of the Services or the Application, interventions for the purpose of improving or modifying the Services or the Application, which may be carried out without FLASHGAP giving prior notice to the Users.

Moreover, it is up to each User to take all appropriate measures to protect himself against the contamination of his data, software or hardware by viruses circulating through the Application or the Contents published therein, and to manage the backups of downloaded files.

The User expressly accepts and acknowledges that any Content obtained from another User using the Application is done so under his responsibility and that he is fully liable for any damage to his mobile phone system or other equipment used and for any loss of data that may result from the downloading of such Content.

11.3. Malfunctioning of the supports

The User is personally and exclusively responsible for the telephone or tablet hardware, software, browser, modem or in general for any equipment he needs to use the Application.

FLASHGAP shall not be held responsible for any malfunction of any nature whatsoever, relating to the User's access media to the Services.

12. COMPENSATION

The User agrees to indemnify, defend and hold harmless FLASHGAP from and against any and all claims, demands, damages, losses, costs, liabilities and expenses (including attorneys' fees) related to the User's breach of these TCU.

13. MODIFICATION OR DELATION OF THE APPLICATION

FLASHGAP reserves the right to modify or improve the Application at any time if it deems it useful or necessary.

FLASHGAP expressly reserves the right to withdraw the Application for any reason whatsoever subject to reasonable notice to the User and to refund any paid Services not used by the User.

14. INTELLECTUAL PROPERTY

14.1. Application

All intellectual property rights relating to the Application, its software, databases, user interface, texts, images, animated or not, photographs, sounds and any other element composing the Application, remain the exclusive property of FLASHGAP or its suppliers or licensors.

Any exploitation, commercial or not, including downloading, copying, reproduction, distribution, transmission, broadcasting, adaptation, translation or representation, in whole or in part, of the Application or of the elements composing it, by any current or future means and process, on any current or future medium, without the prior written authorization of FLASHGAP is prohibited and may result in legal proceedings, including under the infringement punishable by Articles L335-2 et seq. of the French Code of Intellectual Property, subject to the application of Article L122-5 of the said Code, if any, and / or under the unfair competition practices punishable by Article 1240 et seq. of the French Civil Code.

Any authorised use of the Application and its component parts must be made without distortion, modification or alteration of any kind.

The User is prohibited from accessing, decompiling, disassembling, reproducing, quoting and creating works derived from any element of the source codes or object codes of the Application and from allowing a third party to carry out such acts by any means whatsoever, in any form whatsoever and on any support whatsoever.

14.2. Website

All intellectual property rights, and in particular copyright, relating to the Fruitiz website accessible at <https://fruitz.io>, as well as the elements that make up or appear on this website, are the exclusive property of FLASHGAP.

Any exploitation, whether commercial or not, in particular any copy, reproduction, distribution, transmission, broadcasting, adaptation, translation or representation, in full or in part, of the Fruitz website or of the elements that appear on it, by any current or future means and process, on any current or future support, is prohibited, without the prior written authorisation of FLASHGAP is prohibited and may give rise to legal proceedings, in particular for infringement of copyright as sanctioned by articles L335-2 et seq. of the French Intellectual Property Code, subject to the application of article L122-5 of the said Code, if applicable.

Any authorized use of the elements composing or appearing on the Fruitz website and belonging to FLASHGAP must be done without any distortion, modification or alteration.

14.3. Trademarks

The trademarks "FLASHGAP", registered at the « Institut National de la Propriété Intellectuelle » ("INPI") under the numbers 4124611 and 4180717, are the exclusive property of FLASHGAP.

The trademark "Fruitz", registered with the INPI under number 4332245, is also the exclusive property of FLASHGAP.

Any use in the course of business of a sign similar or identical to these trademarks to designate identical or similar products and/or services, in particular the affixing of the sign to the products or their packaging, the offering of the products or provision of the services under the sign and the removal or alteration of a regularly affixed trademark, without the prior written permission of FLASHGAP is prohibited and may result in legal action, including under the infringement sanctioned by Articles L713-2, L713-3 and L716-4 of the French Intellectual Property Code.

14.4. Licenses

14.4.1. License for the Application and its components

For the exclusive purpose of using the Services and subject to compliance with these TCU, FLASHGAP grants to the User during the use of the Services, a personal, limited, non-exclusive, revocable, non-sublicensable, non-transferable and worldwide license to :

- Install all or part of the Application on the smartphone or tablet owned by the User ;
- Use the Application and any of its components exclusively for the purposes of his or her personal use of the Services, in accordance with their intended purpose and these TCU.

14.4.2. License relationship to content

For the purpose of providing or improving the Services, the User grants FLASHGAP a free, sub-licensable, transferable and worldwide license to use the intellectual

property rights attached to the Contents provided by the User on the Application to host, use, execute, copy, reproduce, broadcast, publicly perform or publicly display, translate, modify, in whole or in part, and create derivative works of such Contents.

This license will end when this Content is deleted from the Application and from FLASHGAP's systems, either by FLASHGAP or by the User, individually or entirely by deleting his Account, under the conditions of the Privacy Policy referred to in article 15 below and of the present TCU.

The User guarantees FLASHGAP against any legal action, recourse or sentence pronounced against it originating from the violation by the User of the rights, in particular of intellectual property of third parties, relating to the Content provided by this User and guarantees FLASHGAP against any claim or damage that could result from it.

15. PROTECTION OF PERSONAL DATA

The FLASHGAP Privacy Policy for the Application is available on the Application in the "Settings" tab and also on the Fruitz website at <https://fruitz.io/privacy>.

16. MODIFICATION OF THE TCU

FLASHGAP reserves the right to modify all or part of these TCU, if it deems it necessary and useful, in particular in order to adapt them to the evolution of the operation of the Application, to the evolution of the legislation or to the evolution of the Services.

The User will be informed within a reasonable time of the publication of each new version of the TCU via the Application and will be asked to indicate his express acceptance, without condition or restriction, of all the TCU modified.

If the User refuses to accept the new version of the TCU, he/she will not be allowed to use the Application and may delete his/her Account, terminate his/her Fruitz Golden or Fruitz Premium Membership and request a refund of any unused paid Services.

17. CONTACT

For any question relating to the present TCU and, more generally, to the Services, the User can write to the Fruitz department of FLASHGAP at the following address : 5 rue du Pont aux Choux 75003 Paris.

Or by e-mail : contact@fruitz.io.

18. NULLITIES

If any of the stipulations of these TCU should prove to be null and void with regard to a rule of law in force or a judicial decision that has become definitive, it shall then be deemed unwritten, without this leading to the nullity of these TCU or altering the validity of its other stipulations.

19. APPLICABLE LAW AND JURISDICTION

The present TCU are subject to French law.

Should the English and French versions of these TCU, the French version shall prevail.

In case of dispute between the Parties, the User shall contact the internal teams of FLASHGAP to try to negotiate an amicable solution.

A dispute cannot be examined by the Consumer Ombudsman if the User does not justify having tried, beforehand, to resolve his dispute directly with the professional by means of a written complaint in accordance with the methods described above in this article.

In accordance with the provisions of Regulation (EU) No. 524/2013 of 21 May 2013, the User may also submit his complaint on the European Commission's online dispute resolution platform ("RLL") accessible at the following address

<https://ec.europa.eu/consumers/odr/>.

20. LANGUAGE

This document is a translation of the French version. In the event of any differences in translations or interpretations, the French version shall prevail.