

MUDDLES GENERAL CONDITIONS OF USE
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General terms and conditions of use updated to January 12, 2021

1. DEFINITIONS

Under these General Terms and Conditions of Use (GTCU), all the following capitalized terms have the meanings set out below and are understood in both the singular and plural:

- **Application :** IT solution that allows the User to use the Functionalities and Services offered by MUDDLES;
- **GCU :** The General Terms of Use are made available on the Application. They define and delimit the conditions of use for any person who accesses and uses the Application;
- **Account :** Access system requiring an email address and a unique password and allowing access to certain features of the Application;
- **Data :** Any element (information, texts, photographs, messages, etc.) collected by the User and implemented by him within the Application and Services through its use;
- **Personal data :** Refers to any information relating to an identified or identifiable natural person; an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more elements specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity;
- **Functionality :** Each element implemented, accessible and usable by a User when browsing the Application;
- **Day :** Refers to a calendar day in France;
- **Means of Access :** Methods and/or functions by which the User can access one or more Services in order to use them for his/her own needs;
- **MUDDLES :** Refers to the publisher of the Application and/or the Application, depending on the circumstances;
- **Operator :** A company that operates various electronic telecommunications networks necessary to access and use the Services;

- **Part :** Means one of the signatories of these GCU, with an account ;
- **Profile :** Page presenting a User with an Account, and accessible only to Users logged into their Account;
- **Services :** All the services made available to the User by MUDDLES and accessible via the Means of Access;
- **Third party :** Refers to natural or legal persons who have not accepted these GCU, who are not linked by common ownership or control to MUDDLES or other individuals unrelated to MUDDLES and/or the User ;
- **User :** Refers to any individual or legal entity accessing the Application.

2. SUBJECT OF THE GENERAL CONDITIONS OF USE

The purpose of the present General Terms of Use is to define the terms and conditions of availability of the Services of the MUDDLES Application and the conditions of use of the Services by the User.

The purpose of the present Terms of Use is also to determine the terms and conditions for the creation and management of an Account.

By accessing the Application, the User expressly acknowledges having read these Terms and Conditions of Use and undertakes to comply with them.

For any request for information or contact, the User undertakes to contact MUDDLES by email contact@muddles.fr.

3. ACCEPTANCE OF THE GENERAL CONDITIONS OF USE

These General Terms of Use apply to all Services made available by MUDDLES on the Application as presented herein.

The GCU can be consulted at any time from the Application. The User accepts that these GCU will not be sent to him/her on paper.

In the event that the User does not wish to accept all or part of these GCU, the User is requested to renounce all use of the Services.

The mere access by any person with an Account to the Application implies full and complete acceptance of the GCU.

In this respect, the User alone is obliged to read the GCU on his first access and throughout the connections he makes.

The present GCU are completed by :

- The legal notices of the Application;
- The Personal Data Protection Policy.

4. DESCRIPTION OF THE APPLICATION

The MUDDLES Application is an application dedicated to the smartphone and tablet allowing access to the MUDDLES social network.

The purpose of this social network is to allow its users to participate, directly or indirectly, in online debates and discussions on various topics. The Application also provides for a ranking system between debtors, based on the number of "likes" that the debtor in question has.

The Application is downloadable only from the ANDROID STORE and the APP STORE.

The MUDDLES Application is available in French and English.

5. ACCESS TO THE APPLICATION

The simple access to the Application does not require an access code or identifier.

Both the Application and the Services are accessible and usable twenty-four hours a day (24 hours a day) and seven days a week (7 days a week), provided that you have a computer terminal enabling you to connect to the Internet network and Internet access.

The Application is accessible free of charge to any User with Internet access. All costs relating to access to the Service, whether they be hardware, software, or Internet access costs, shall be borne exclusively by the User. The User is solely responsible for the proper functioning of his computer equipment as well as his access to the Internet.

MUDDLES reserves the right to refuse access to the Service, unilaterally and without prior notification, to any User who does not comply with these GCU.

MUDDLES uses all reasonable means at its disposal to ensure quality access to the Service but is under no obligation to do so.

Furthermore, MUDDLES cannot be held liable for any network or server malfunction or any other event beyond reasonable control that prevents or degrades access to the Service.

MUDDLES reserves the right to interrupt, temporarily suspend or modify access to all or part of the Service for maintenance or any other reason without notice, without incurring any obligation or compensation.

The Application and the Services are intended only for persons of legal age and capacity. Any access or use of the Application or Services by a person who is not of legal age is strictly prohibited.

By accessing or using the Application or the Services, the User declares and guarantees that he/she is of legal age and has full legal capacity.

6. DESCRIPTION OF THE SERVICES MADE AVAILABLE BY THE APPLICATION

All of these items are referred to herein as "Services".

6.1. Features accessible to Users from the Application, without access to an Account

From the Application, without prior registration to a Personal Account, Users can :

- Access the online account creation form;
- Access general information about the Application Services;
- Contact MUDDLES in order to take advantage of its Services, or for any other reason;
- Access links to social networks managed by MUDDLES;
- Access information relating to Data Protection, the general terms and conditions, the cookie management policy and the legal notices of the Application.

These Services are accessible to all Users of the Application, regardless of their location.

6.2. Functionalities accessible from the Application to Users connected to their Account

From the Application, once logged into their Account, Users can :

- Access a personal interface to manage their Account;
- Access their profile and, if necessary, modify at any time the personal information they provided when creating their Account;
- Access the profiles of other Users with an Account;
- Access the discussion interface of the Application in order to :
 - Access the list of ongoing debates;
 - Create a new topic of debate ;
 - Participate in an existing debate, either an open debate or a closed debate;
 - Submit an assessment during a debate;
 - Invite a person to debate a topic;
 - Report a comment and/or debate that does not comply with the rules of use set forth herein;
 - Close the debate;
 - Delete the debate ;
- Add, accept or remove another User with an Account as a relationship on the Application ;
- Contact another User with an Account via the private online chat interface;
- Report a User;
- Switch to "private mode" so that only Users who are being tracked by the User in "private mode" can access that User's content;
- Block a User;

- Change your privacy settings;
- Log out of the Application.

7. CREATION AND MANAGEMENT OF AN ACCOUNT

7.1. Conditions related to the creation of an Account

The creation of an Account is reserved for major Users with legal capacity.

MUDDLES reserves the right to refuse registration without justification, and to verify any registration in order to validate it.

In this context, MUDDLES may require certain additional documents from the User wishing to create an Account, in order to verify the statements made by the User when registering on the Application.

7.2. Necessary steps for the creation of a personal Account

In order to be able to access certain features of the Application, as mentioned above, it is necessary to have an Account.

7.2.1. Information to be provided in order to create an Account

When creating an Account, the User can fill in the following information:

- First name and Last name ;
- Email address;
- Date of Birth ;
- Gender;
- Password.

The User agrees to provide real and current information.

In case of erroneous information or identity theft, the User is responsible and MUDDLES reserves the right to exclude the User from the Application without notice.

7.2.2. Acceptance of the GCU

Any creation of an Account requires prior acceptance of these GCU.

7.2.3. Loss of email address and/or password

The User's email address and password are strictly personal and confidential. The User is responsible if he communicates these elements to third parties. The User is advised to disconnect from his Account at the end of each use.

The User is responsible for maintaining the confidentiality of his email address and password. In the event of a security problem concerning the Application and the Services, in particular

relating to the e-mail address and/or the password, the User concerned undertakes to inform MUDDLES immediately. Any User who encounters any risk with respect to his password must change it immediately after informing MUDDLES. The User acknowledges that MUDDLES has the right to take all appropriate measures in such a case.

If the User loses his/her password, he/she may receive a new password at the e-mail address he/she provided when registering by clicking on the "Forgotten Password" button on the page allowing access to his/her Personal Account.

7.2.4. Audits

In order to ensure transparency, to comply with the conditions set for the creation of Accounts and to improve the Service, MUDDLES may, at its sole discretion and for the purposes of transparency, compliance with the conditions set for the creation of Accounts and the improvement of the Service, verify the information communicated by the User when creating the Account.

7.3. MANAGEMENT OF THE ACCOUNT

Each User with an Account can add the following items:

- User Description ;
- Photograph related to the User;
- Profile banner;

The elements implemented on the User's profile must belong to the User or the User must have previously obtained a license right or a right to use the contents used.

These elements, as well as the elements related to the creation of an Account, may be modified at any time by the User by accessing his Account through the Application.

The User undertakes to have only one Account, which is personal.

In this respect, the User undertakes not to transfer his Account to a Third Party without the prior authorization of MUDDLES.

7.4. ACCESS TO SERVICES REQUIRING AN ACCOUNT

In order to use the Services requiring an Account, Users must use the username and password created when opening the Account.

These elements are placed under the full and sole responsibility of the User benefiting from an Account.

7.5. DURATION OF THE ACCOUNT

Each Account is subscribed for an indefinite period of time.

However, MUDDLES reserves the right to close an Account, after prior notification, in the event of inactivity by the User during a specified period of time.

For more information, please consult the MUDDLES Privacy Policy.

7.6. CLOSING OF THE ACCOUNT

In the event that a User does not comply with the obligations stipulated herein, MUDDLES reserves the right to temporarily or permanently exclude a User from the Application without prior notice.

8. DEBATES AND PARTICIPATION IN DEBATES

8.1. Debate creation and participation

Each User with an Account can create a debate on the Application, via the interface provided for this purpose.

The User thus has the choice between the creation of an "open debate" or a "closed debate".

Open debates are open to all Users of the Application, who can participate in the debate by leaving a comment or appreciation. Each comment submitted by a User participating in the open debate may be subject to an appraisal.

Closed debates oppose two Users with an Account on a subject determined by one of them. The other Users cannot participate in this closed debate and cannot leave comments. The other Users can simply give a positive or negative appreciation to a participant in the closed debate, in order to determine the winner.

8.2 Invitation to a debate

Each User of an Open Debate may invite another User to participate in the Debate.

Any creator of a closed debate may invite another User to participate in the debate he or she has created.

8.3. Competition between Users participating in a Debate

Each User may submit an appreciation in the context of a debate, in favour of a participant, using the buttons provided for this purpose.

All Users participating in an open or closed debate may be the subject of an appraisal by other Users of the Application.

The User who wins the debate is the User who receives the most ratings in his or her favour during a debate.

8.4. Closing a debate

At any time, the creator of a debate can decide to close a debate in progress by using the button provided for this purpose on the Application.

9. RELATIONS BETWEEN USERS

The User chooses to use the Application and the Services at its own risk. The User acknowledges and agrees that MUDDLES is under no obligation to conduct background checks on Users.

However, MUDDLES may conduct such background checks, at its sole discretion, to the extent permitted by applicable law, and if it has sufficient information to identify a User.

If MUDDLES chooses to conduct such checks, to the extent permitted by applicable law, MUDDLES disclaims all warranties of any kind, express or implied, that such checks will identify any past misconduct of a User and does not warrant that a User will not engage in future misconduct.

MUDDLES makes no warranty regarding the accuracy, timeliness, truthfulness, completeness, or reliability of any information exchanged between Users and obtained through the Application or Services.

No advice or information, whether oral or written, obtained from MUDDLES or through the Application or the Services constitutes a warranty other than those expressly stated herein.

The User is solely responsible for all communications and interactions with other Users of the Application or the Services and with other persons with whom the User communicates or is in contact when using the Application or the Services.

MUDDLES makes no representations or warranties regarding the conduct of Users of the Application or Services or their compatibility with current or future Users of the Application or Services.

The User agrees to take reasonable precautions when communicating or having contact with other Users of the Application or Services and with any person with whom the User communicates or has contact in connection with the Use of the Application or Services, specifically in the event that Users choose to meet offline or in person, whether or not such meeting is arranged by MUDDLES.

MUDDLES expressly disclaims any liability for any act or omission by any User of the Application and Services or other Third Parties.

Each User may report to MUDDLES any conduct of another User that does not comply with these Terms and Conditions of Use.

Finally, any User may decide to block another User so that the latter can no longer contact him/her directly through the Application.

10. USERS' OBLIGATIONS

The User is solely responsible for his behaviour on the Application and for the comments he makes during his exchanges with other Users, during exchanges made on the Application.

In this respect, the following actions are prohibited on the Application:

- Using another User's Account;
- Usurp the identity of an individual or legal entity when creating an Account;
- Making false statements when creating and/or updating an Account;
- Not respecting the Terms and Conditions of Use;
- Failure to respect the rights of Third Parties.

Comments made by Users in their exchanges with other Users should not be :

- Communicate information (content, image, capture, etc.) relating to other Users without their authorization;
- Harm or be contrary to public order, morality or the law;
- Offend the sensitivity of other Users;
- Infringing in any way whatsoever on the rights, honor, reputation, privacy, image of any person;
- Be disparaging, defamatory of anyone;
- Be of an erotic, pornographic or child pornographic nature;
- Advise and/or promote a questionable, prohibited or fraudulent practice;
- Infringing on the security or integrity of any state or territory;
- Allowing third parties to obtain and/or use pirated software protected by copyright and/or subject to user licenses;
- Advertise or promote any company, brand, site, blog or forum.

11. NO A PRIORI MODERATION OF PROFILES AND COMMENTS

MUDDLES does not carry out any a priori control or moderation of any content or element (text, image, sound, video, hyperlink, etc.) posted or published by the User on the Application.

In this sense, MUDDLES does not assume any responsibility whatsoever with respect to such content or elements.

Each User remains able to report content or profiles that he or she believes do not comply with these GCU.

12. PERSONAL DATA

In application of the law 78-17 of January 6, 1978, modified by the law n°2018-493 of June 20, 2018, and of the General Data Protection Rule (GDPR) which came into force on May 25, 2018,

it is reminded that the personal data requested from the User is necessary for the processing of his order and the establishment of invoices, in particular.

This data may be communicated to potential partners of MUDDLES.

The processing of information communicated through the Application complies with legal requirements regarding the protection of personal data, the information system used ensuring optimal protection of such data.

The User has, in accordance with the national and European regulations in force, a permanent right of access, modification, rectification, opposition to portability and limitation of processing with regard to the information concerning him/her.

To obtain further information on data protection, we invite you to consult our Personal Data Protection Policy.

13. OWNERSHIP OF THE ELEMENTS PRESENT ON THE APPLICATION

With respect to everything it publishes on the Application, MUDDLES has and retains all rights, titles and interests in their patents, inventions, actors' rights, trademarks, domain names, know-how and any intellectual property rights.

MUDDLES is and remains the owner of the property rights relating to any element of the Services and Functionalities on the Application made available to the User, and more generally with regard to the IT infrastructure implemented, developed and made available as part of the Services.

The provision of the Services and Functionalities cannot be analyzed as the transfer of any intellectual property right to the User. The User is prohibited from reproducing any element of the Services and the Application, or any documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever without the prior and express consent of MUDDLES.

14. EXCLUSION OF LIABILITY

14.1. Operation of the application

As for the operation of the Application, MUDDLES is subject to a general obligation of means.

In the event of an interruption of access or use, of the Application and/or the Services, the liability of MUDDLES can only be engaged if the said interruption is prolonged or constant or by its sole fact and cannot be resolved within a reasonable period of time.

In case of force majeure or action(s) performed by any Third Party and/or damage caused by any Third Party, the responsibility of MUDDLES cannot be engaged.

MUDDLES cannot be held liable for any inconvenience or damage inherent to the access and/or use of the Internet and/or electricity network, in particular in the event of service

interruption(s), external intrusion(s) or presence(s) of computer viruses. The same applies to the needs, questions or problems of compatibility, interoperability and/or qualities inherent in the use of any physical or technical means allowing access to the Application or Services.

14.2. INFORMATION ABOUT THE APPLICATION

MUDDLES does not control the statements of Users.

MUDDLES excludes all responsibility for the behaviour of Users.

Users agree not to do anything to create the false impression that they are supported by, in partnership with, or acting on behalf of or for the benefit of MUDDLES, including without limitation, inappropriate use of any of MUDDLES' intellectual property.

The User acknowledges that data circulating on the Internet is not protected, in particular against possible misappropriation.

The User acknowledges that data circulating on the Internet may be regulated in terms of use or protected by property rights. The User is solely responsible for the use of the data he consults, queries and transfers on the Internet.

The User acknowledges that MUDDLES has no means of control over the content of the services accessible on the Internet.

15. HYPERTEXT LINKS

The hypertext links present on the Application directing Users to other Internet sites do not engage the responsibility of MUDDLES with regard to the content of these sites.

16. MODIFICATION OF THE GENERAL CONDITIONS OF USE

The present General Conditions of Use may be modified at any time by MUDDLES, unilaterally and without notice.

The General Terms of Use applicable to the User are those in force on the day of his connection to the Application, any new connection implying acceptance of the new General Terms of Use, as the case may be.

Any modification of the Terms and Conditions of Use shall be notified to the User from the Application.

17. ANTI-TELEPHONE SOLICITATION LIST

When the processing of the order involves the collection of your telephone data, you may register your telephone number free of charge, in accordance with Articles L.223-1 and R.223-

1 of the French Consumer Code, on the "<http://www.bloctel.gouv.fr/>" Application, on a list opposing telephone solicitation, called "Bloctel".

This registration allows you to avoid being solicited by telephone about a commercial offer.

You are reminded that this opposition is notably not applicable in the case of pre-existing contractual relations between the professional and the consumer, unless the consumer expressly refuses to be contacted by telephone and to consumers who have asked to be called back.

18. PARTIAL NULLITY

The possible cancellation of one or more clauses of the present General Conditions by a court decision or by mutual agreement between MUDDLES and a User shall not affect the other stipulations which will continue to produce their full and complete effect as long as the general economy of the contract can be safeguarded.

19. APPLICABLE LAW

These GCU are governed by French law.

20. COMPETENT JURISDICTION

All disputes to which the present General Conditions of Use may give rise, concerning its validity, interpretation, execution, resolution, consequences and consequences will be submitted to the competent court under the conditions of common law.

Prior to any contentious procedure, the parties shall attempt to settle their differences amicably.