

General Terms and Conditions of Use – BEABA & MOI Application

General terms and conditions applicable to the mobile application and the website from 1 April 2018

Introduction

BEABA & Moi is a tablet & smartphone application designed to support parents at all times in their baby's life, offering non-medical advice services on nutrition, information about the BEABA brand's events, special offers and new products, and functions enabling them to activate their warranty and track all matters involving customer services. Please find below the rules applicable to ensure that everyone enjoys a harmonious experience. Please read them carefully and comply with them.

These general terms and conditions of use govern use of the **BEABA & Moi** application available on smartphones and tablets.

They apply between:

BEABA, a French *société par actions simplifiée* (simplified limited company) registered in the Paris Trade and Companies Register under number 352 684 377 and under the individual identification number (intra-community VAT) FR 35 352 684 377, whose registered office is at 31 Avenue de l'Opéra, 75001 Paris, France, with share capital of €2,058,750.00.

Phone: +33(0)474120910

e-mail: contact@beaba.com

Hereinafter referred to as “**BEABA**”,

Party of the first part,

and

Any natural person over the age of 18 who uses the **BEABA & Moi** application for personal reasons,

Hereinafter referred to as the “**User**”,

Party of the second part,

Hereinafter jointly referred to as the “**Parties**”.

1 Definitions

In the context of these general terms of use, the Parties agree to adopt the following definitions:

Application:	means the BEABA & Moi application consisting of a computer program, the Content and any updates and associated documentation developed and provided by BEABA to offer the Services to Users.
GTU:	means these general terms and conditions of use as well as any appendices and amendments thereto.
Content:	<p>means any existing or future audio file, video, photo, image, text, information, recipe and content in general and/or element of information technology, including but not limited to texts, images, newsletters, databases, brand concepts and content, logos, etc., technical solutions adopted, graphics, appearance, structure and any other element protected or otherwise by an intellectual property right or by legal provisions, transmitted via the Application and/or available to Users and/or anything else that may be used by Users.</p> <p>BEABA's intellectual property rights cover, among other things, BEABA's trademarks and logos, software and its source codes, databases, BEABA Recipes, photographs, images, illustrations, videos, designs, sounds, and other elements, as well as the layout and formatting of such elements, comprising the Application and Services, and/or forming the basis of the functioning of the Application and/or made available via the Application and Services.</p>
Newsletters and Notices	<p>means the Newsletter Service included in the features of the Application to which a User may subscribe via the Application and be means of which he/she receives (to the email address provided when registering) regular emails relating to (i) new BEABA products and (ii) the latest information published on Facebook.</p> <p>Notifications mean messages and/or alerts received in push mode on their device.</p>
Partner(s):	means any natural person or legal entity offering its own goods and/or services to Users on the Application, with which BEABA has entered into a partnership in any form whatsoever and identified as such in the Application.
Recipes:	means a set of step-by-step recipes, photos or recipe videos, including BEABA Recipes and User Recipes, which the Confirmed User may download for consideration or free of charge.
BEABA Recipes:	means a set of step-by-step recipes, photos or recipe videos which are the exclusive property of BEABA and which the User can download for consideration or free of charge.
User Recipes:	means a set of step-by-step recipes, photos or recipe videos posted by the User on the Application. These Recipes are subject to prior moderation by BEABA.
Service(s):	<p>means, individually or collectively, any service, and all associated functions that BEABA offers on the Application for consideration or free of charge. The word Service includes, in particular, the Application and the services, functions and characteristics offered and made available to Users.</p> <p>The Services do not include additional paid services offered by the</p>

	AppStore and Google Play platforms and, in general, by any BEABA Partner or third party.
Confirmed User:	<p>means a User who agrees to provide more personal data than is necessary for simple registration on the Application.</p> <p>As a result, the Confirmed User may access specific Services, namely:</p> <ul style="list-style-type: none"> - Personalisation of Recipes to children: selection of a list of Recipes in the right portions and the right texture according to the child's age, allergies and diet; provision of a nutritional guide offering appropriate recommendations with recommended portions according to the child's age; carbohydrate/fat/protein information per portion; and tips. - Services to simplify everyday life and build a long-term relationship: menu proposals tailored to the child; an integrated shopping list with the possibility to modify, edit, send and access it offline.

2 Acceptance

The User declares he/she has read and expressly and unconditionally accepted the T&C of Use in force on the day of access to the Application.

If the User refuses all or part of the T&C of Use, he/she waives all use of the Application.

BEABA reserves the right to modify all or part of the T&C of Use at any time. The User is therefore responsible for consulting the T&C of Use accessible on a regularly basis.

Any use of the Application after modification of the T&C of Use constitutes the User's pure and simple acceptance of the new T&C of Use.

3 Personal Data Policy

Data is collected and processed under the conditions set out in our privacy policy: http://nutrition.beaba.com/pdf/pc_en_UK.pdf.

4 Description of the Application

The purpose of the Application is to offer four categories of Services.

The **Recipes** functionality provides:

- The possibility to view Recipes for children per season and by age group, as well as Recipes for pregnant women.
- Integration into a community of parents: the possibility to create additional recipes; to rate and comment on BEABA Recipes/User Recipes; to save your favourites and share Recipes on social networks.
- Personalisation of Recipes to children: selection of a list of Recipes in the right portions and the right texture according to the child's age, allergies and diet; provision of a nutritional guide offering appropriate recommendations with recommended portions according to the child's age; carbohydrate/fat/protein information per portion; and tips.

- Services to simplify everyday life and build a long-term relationship: menu proposals tailored to the child; an integrated shopping list with the possibility to modify, edit, send and access it offline.

The **News** functionality provides:

- The ability to manage your preferences with regard to BEABA brand communications.
- The ability to follow BEABA brand news on the various platforms (Facebook, website, etc.).

The **After-Sales** functionality provides:

- Activation of the warranty via the Application.
- The ability to manage an incident with the BEABA after-sales team by activating the specific feature for requesting a callback by the after-sales team.

The **Store Locator** functionality allows you to locate a point of sale via the Application, either by indicating the chosen postal code or by agreeing to the activation of geolocation.

A User of the Application can access his/her “profile” page on which he/she can enter the data necessary for the Application to function.

5 Account Creation

User status is reserved only for persons who have completed the registration form accessible on the “Register” page of the Application or on any other registration page in the event of a change in the structure of the Application.

The User may also create an account or log in to their account via the Facebook and Google social networks.

The User acknowledges that he/she is a natural person who has reached the age of majority in his/her principal country of residence.

The User intending to register certifies and guarantees that all the information he/she provides in connection with his/her registration is accurate, correct and up-to-date and hereby assumes responsibility for the accuracy and veracity of the said information provided. The User also undertakes to update all information relating to his/her profile in the event of a change in this information.

The User may also choose to freely add an identification photo to his/her account that he/she may modify or delete at any time.

In addition, when creating an account, the User will be asked to choose an ID or pseudonym and a password that will be used to identify him/her.

The password is completely confidential. Accordingly, the User agrees that he/she is fully responsible for any use that may be made of his/her password and guarantees its confidential nature and, consequently, any use that may be made of his/her account.

In the event of suspected unauthorised use of his/her username and password by a third party, the User is invited to change his/her password.

In any event, the User undertakes to immediately inform BEABA of any unauthorised use of his/her account and/or any breach of the confidentiality and/or security of his/her username and password by activating the specific feature for requesting a callback by the after-sales

team. At the User's request, BEABA may deactivate or delete the account concerned by confidentiality or security breaches.

Any false declaration, particularly with a view to assuming the identity of a third party, is liable to result in the definitive deletion of the account without any consideration of any kind.

BEABA may under no circumstances be held liable for any loss or damage resulting from non-compliance with the User's obligations described above.

6 Use of the Application

The User undertakes to use the Application only for his/her personal use and for his/her own needs, in accordance with his/her intended purpose and with the T&C of Use.

Generally speaking, he/she undertakes not to engage in acts of any nature whatsoever that would have the effect of breaching public order or infringing BEABA's rights or the rights of third parties or that would, more generally, be contrary to the legal or regulatory provisions in force or to standard practice.

In particular, the User undertakes to strictly comply with the following rules:

- To use the Application fairly and in accordance with its purposes and with the T&C of Use;
- Not to publish inaccurate or misleading information when creating an account or using the Application, particularly in order to mislead others;
- To be courteous and respectful towards other Users;
- Not to publish content that would infringe the rights of third parties or of BEABA, in particular intellectual property rights such as copyright, database, trademark or patent rights or personality rights such as the right to privacy, image rights or the right to honour or dignity;
- Not to disseminate messages of a violent nature or liable to constitute a serious affront to human dignity;
- Not to disseminate any content that could be considered as an incitement to commit crimes and offences, the dissemination of messages that are insulting, offensive, denigrating, defamatory, racist, revisionist, apologising for war crimes, paedophile, relating to the sale of organs, the sale of illegal substances or any other object and/or unlawful service, apologising for terrorism, calling for murder or inciting suicide, or a pornographic or paedophile nature, or undermining the security or integrity of any State or territory whatsoever, without the foregoing list being exhaustive;
- Not to use the Application for advertising purposes in favour of his/her own application or personal website offering identical or similar services to the Application;
- Not to attempt to mislead other Users by assuming the name, photo of a natural person or corporate name of a legal entity;
- Not to harass, insult or provoke one or more other Users in any way whatsoever.

In addition, the User undertakes not to breach or attempt to compromise the integrity or security of the IT infrastructure underlying the functioning of the Application.

In this respect, the User undertakes, in particular, to strictly comply with the following rules:

- Not to use the Application to send unsolicited commercial messages ("spam");

- Not to disseminate computer data with the aim of disrupting the normal functioning of the Application, in particular computer robots or viruses;
- Not to upload, display or transmit in any way whatsoever any content including computer viruses, worms, Trojan horses, codes or scripts liable to adversely affect the integrity or confidentiality of the systems and data,
- Not to extract data from the Application, either in terms of data stored by BEABA or via its outsourcers or other service providers, or in terms of content, in order to reuse it in an unauthorised manner;
- Not to collect information from other Users, including their e-mail address, in order to use it in particular for sending commercial offers or equivalent forms of solicitation, or to integrate it into a listing service.

In the event of a breach by the User of one or more of these rules, access to the Application may be temporarily or permanently suspended without warning or formal notice.

In addition, the disputed Comments may be deleted and the account of the User who uploaded the content in question may be temporarily or permanently blocked.

In any event, the User undertakes to compensate BEABA for any direct and indirect damage associated with his/her use of the Application.

7 Intellectual Property Rights

7.1 Intellectual property rights relating to the Application

The Application and Content are the exclusive property of BEABA pursuant to the provisions of the French Intellectual Property Code.

Provision of the Application may not be construed as a transfer of ownership for the benefit of the User.

7.2 User Licence

BEABA grants the User a personal, non-exclusive, non-assignable and non-transferable right to access and use the Application, for the entire world, via his/her login and password. This licence may be revoked at any time, without warning or formal notice.

This licence gives the User the strictly limited right to access and use the Application exclusively for personal use; under any circumstances may the Application be used for any other purpose.

The general structure of the Application, as well as the Content comprising it, is the property of BEABA or its partners. No reproduction, even partial, may be made of the Application and/or its Content without the BEABA's prior express authorisation.

By accepting the T&C of Use, the User undertakes not to infringe BEABA's intellectual property rights directly, indirectly or through third parties with which it is associated.

Any form of marketing of the Application and its Content by the User, free of charge or for consideration, is strictly prohibited.

Hence, the User may not copy or modify, in particular by decompiling, disassembling, merging into other software or determinant or in any other way, the underlying source code, algorithms, structure or organisation of the Application, nor alter, adapt, create derivative works, in particular by translation, arrange or, in general, modify all or part of the

Application. The User shall not reproduce, represent, modify, translate or adapt the Application in part or in full, permanently or temporarily by any means or in any form without BEABA's prior written consent.

Users who do not comply with the conditions, limitations and terms of the licence to use the Application acknowledge that they may be committing the offence of intellectual property infringement.

7.3 Intellectual Property Rights to Comments

The User grants BEABA the following author's right to its Comments:

- The right to reproduce, modify, adapt, represent and translate all or part of the Comments on any current or future recording medium and in particular on any server or hard drive, in any format and by any process or technology known or unknown to date, and by any type of communication medium, including the Internet, intranet, paper or written press;
- The right to sub-license the rights granted under the foregoing licence to any third party of its choosing, for consideration or free of charge, in connection with the operations referred to below.

These rights are granted, in particular, with a view to ensuring the exploitation, development, promotion and advertising of the Application, or to conducting research and development programmes for future functionalities of hardware, software and/or services.

These rights are granted worldwide and for the entire legal term of the copyright applicable as at this date and in the future, in France and abroad, and for the entire world.

The username and photo of the User who wrote the Comment will appear next to the Comment for as long as his/her account is active.

The User may change his/her information at any time in his/her customer space. This personal data is collected and processed in accordance with the privacy policy: http://nutrition.beaba.com/pdf/pc_en_UK.pdf.

The User understands and agrees that the Comments he/she uploads will be incorporated into the database of the Application operated by BEABA.

The User acknowledges and accepts that the Comments may be reworded in order to correspond to a standard distribution format for the Comments with a view to posting them online on the Application.

The User is informed that the Comments and, in general, the Content that he/she communicates on the Application through the use of certain Services will be intended for publication and may be accessible to other Users.

7.4 Intellectual property rights relating to the recipes published on the Application

▪ BEABA Recipes

BEABA Receipts are the exclusive property of BEABA. The User may download them without free of charge or for consideration, at BEABA's discretion.

The provision of BEABA Recipes may not be construed as a transfer of ownership to the User.

The User undertakes not to use BEABA Recipes for advertising purposes in favour of his/her own application or personal website offering services identical or similar to the Application.

▪ **User Recipes**

When adding a recipe in the “My recipes” section then “Create a recipe now”, the User must:

- ensure that the recipe does not come from a recipe book or collection;
- authorise BEABA to distribute this recipe on its www.beaba.com website or on any other medium integrate it into its database free of charge;
- authorise BEABA to adapt it according to the recommendations of nutritionists in the event of publication and/or adapt it to the 100g portion on the www.beaba.com website or on any other medium.
- authorise BEABA to distribute and publish it by assigning the latter any author's rights pertaining to the User Recipe, and in particular allowing BEABA to represent, reproduce and adapt it, on any media, known or as yet unknown, and according to any processes, known or as yet unknown. This assignment of copyright relating to User Recipes is granted worldwide, free of charge and for the entire protection period in force.

The username and photo of the User who created the User Recipe will appear next to the User Recipe for as long as his/her account is active.

The User may change his/her information at any time in his/her customer space. This personal data is collected and processed in accordance with the privacy policy: http://nutrition.beaba.com/pdf/pc_en_UK.pdf.

BEABA reserves the right to control and moderate User Recipes before they are posted online, by the following alternative operations:

- validation of the User Recipe and publication online or
- modification of the User Recipe testing then publication online or
- refusal of the User Recipe with an explanation email sent to the User.

8 Responsibility and Liability

The Application works with mobile devices using Apple iOS and Android operating systems. BEABA does not guarantee the absence of bugs, inaccuracies, errors or other harmful elements.

The Application is accessible free of charge to any User, who is solely responsible for the proper functioning of his or her equipment and Internet access. The Application is dependent on the mobile and Internet network in order to function.

BEABA may not be held liable for any damage or virus that may damage or render a User's telephone equipment unusable following use of the Application.

If BEABA is held liable for damage not provided for in the T&C of Use, its liability will be limited to certain, real and direct damage only.

Under no circumstances may BEABA, its officers, employees or, in general, its representatives or partners be held liable for indirect damage resulting from use of the Application or the Content and Comments published therein, including loss of earnings, loss of profit or damage resulting from loss of data caused by the impossibility of using the Application.

8.1 Responsibility of the Application User

BEABA does not guarantee access to or the functioning of the Application. As such, the User is fully responsible for maintaining the security and integrity of his/her data, hardware and software when using the Application.

The User acknowledges that use of the Application is at his/her own risk, particularly with regard to the operation and security of his/her connection terminal. BEABA may not be held liable for any defect or malfunction in the Application or in the Internet or mobile connection.

Due to the specific nature of the Internet and mobile network, BEABA may, at any time, interrupt or restrict access to the Application due to events outside its control, and the information communicated by Users may be destroyed or made inaccessible. In this case, BEABA may not be held liable under any circumstances.

BEABA and its subcontractors may not be held liable for the unavailability of the Application or for any difficulty or inability to download or access the Content or for any failure of the communication system that may render the Application unavailable.

BEABA reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Application in order to maintain or update all or part of the Application or for any other reason, without the interruption giving rise to any obligation or compensation.

8.2 Comments

BEABA may not be held responsible for Comments made available on the Application.

In particular, Users' Comments are published by them alone, and BEABA may under no circumstances be held responsible for the display or publication of such Comments, which it merely hosts.

BEABA does not provide any warranty, express or implied, relating to Comments.

8.3 Recipes

▪ BEABA Recipes

BEABA does not guarantee the result of the BEABA Recipes published on its Application or the quality thereof. BEABA does not guarantee that BEABA Recipes meet the expectations of Users or that their results are accurate and reliable.

The information relating to BEABA Recipes does not constitute a commitment by BEABA with regard to the health and well-being of children.

These BEABA recipes may under no circumstances replace the advice of a doctor. It is the User's responsibility to use the Recipes under his/her own responsibility.

In particular, these BEABA recipes may not be suitable for children following a special diet prescribed by a doctor.

Consequently, BEABA may not be held liable in the event of an error or omission in any of these BEABA Recipes, texts, information or illustrations published in the Application.

▪ User recipes

The User warrants that he/she is the sole holder of the intellectual and artistic property rights attached to any User Recipe that he/she publishes in the Application.

Consequently, the User will be liable for any claim by a third party asserting rights to the User Recipe and therefore agrees to hold BEABA harmless from and against any action that may be brought against the latter.

If, therefore, you consider that your trademark or work has been copied or is used in a way liable to infringe your rights as recognised by French law regarding the Application, please inform BEABA by activating the specific feature for requesting a callback by the after-sales team.

8.4 Access to third-party websites and services

The Application may contain hyperlinks, displayed manually or automatically, that may send the User to applications and/or websites published and managed by third parties.

BEABA does not control or monitor these third-party applications and websites.

BEABA may not be held responsible for the content and services made available on these third-party applications and/or sites, for problems regarding the security or integrity of the User's data, hardware and software, or for any consequences or damage that may result from use of such applications and/or third-party websites.

The same applies to Partner websites and services.

9 General Provisions - Governing Law

All the clauses contained in the T&C of Use are separate. If one clause is declared void or illegal, all other clauses will remain valid and will remain binding on the Parties.

Forbearance by one Party in relying on any of the provisions contained in the T&C of Use against the other Party may not be construed as tolerance or as a waiver of its right to rely on or benefit from said provision at a later date.

The T&C of Use are governed by French law, regardless of the place of use.

In the event of a disagreement between the Parties concerning the interpretation, performance or termination of the T&C of Use, the Parties shall endeavour to settle it amicably.

In the event of any dispute, and after the failure of any attempt to find an amicable solution, the French courts will have sole jurisdiction to hear the case.