

GENERAL TERMS AND CONDITIONS OF USE OF THE REFINED SERVICE

PREAMBLE

The company RAFFLEE, a simplified joint stock company with a capital of 40,000 euros, in the process of being formed, whose registered office is located at 3 place des prés bouchards - 91370 Verrières-le Buisson, operates the "RAFFLEE" service (hereinafter referred to as the "**Service**").

SUBJECT

The purpose of these General Terms and Conditions of Use (hereinafter the "**Terms of Services**" or "**TOS**") is to define the terms and conditions of use of the Service, as well as the relationship between the Service and the Users, hereinafter referred to as the "**User**" or the "**Users**" of the Service, and applies without restriction or reservation to any use of the Service.

The User is required to accept these TOS for any use of the Service by ticking the box "*I certify that I have read and accepted the Terms of Services*".

These TOS are accessible at any time on the Rafflee.io website (the "**Website**") under the heading "My Account".

The present TOS come into force on the date of their posting on the Website and are therefore opposable to any User, for the duration of their use.

The acceptance of the TOS by the User as indicated above and the version of the TOS thus accepted by the User are kept and archived in the Website IT systems in an unalterable, secure and reliable manner.

Unless proven otherwise, the data recorded in the Website's IT systems constitutes proof of all transactions concluded with Users.

RAFFLEE may modify the present TOS at any time, without prior notice and without having to communicate it beforehand to the Users, as soon as it seems appropriate to RAFFLEE. They may be supplemented, if necessary, by special conditions of use for certain Services. In the event of contradiction, the special terms and conditions shall prevail over these general terms and conditions.

Users will be informed of any changes to these TOS by the publication of updated TOS. The amended TOS will take effect from the date of publication. Continued use of the Service following this publication shall constitute acceptance of the new version of the TOS.

Users are advised to read these Terms and Conditions of Use very carefully and to regularly consult these updated TOS in the "My Account" section of the Website.

In the event that a User does not accept these TOS or refuses to comply with them, he or she must not use the Website. By registering, the User confirms that he/she has read these TOS and agrees to abide by them unreservedly.

SERVICE OVERVIEW

a. Purpose of the Service

The Service is a Website offering a social network within which influencers can propose commercial offers from their partners and sponsors (an "**Offer**"), as well as free contests with no obligation to purchase (hereinafter referred to as a "**Contest**") consisting of a draw based on the entries received on the Website.

Thus, the Service is intended in particular to highlight the Offers and Contests proposed by the Website's

commercial partners, through the intermediary of influencers, by facilitating their organization (drawing lots, contest rules, implementation and control of the conditions of eligibility for Offers centrally), development of the image of the partner brands.

b. Operation of the Service

The Service essentially takes the form of a set of Offers and Contests proposed to the Users by the Website's and influencers partners.

The functionalities of the Website are as follows:

- the User fills in the requested information in order to proceed with the creation of a Personal Account in accordance with Article 4 hereof;
- the User goes to the "Contests" tab and sees the Contests in which he can participate;
- The User may, at any time, participate in a Contest by clicking on the "Participate" button;
- depending on the Contest selected, the User must view a promotional video, subscribe to a Facebook, Twitter and/or Instagram page (or write a post on behalf of) a partner, influencer or brand, download an application or participate in a survey or any other action defined on the Website in order to be considered for participation in accordance with the Contest Rules (the Contest Rules are available on the page of the application corresponding to the Contest selected).

To participate in a Contest, the User must read and accept the Contest Rules accessible from the Contest Tab selected by the User.

c. Website Availability

The Website is accessible 24 hours a day, 7 days a week, except in cases of force majeure or the occurrence of an event beyond the control of RAFFLEE and subject to any breakdowns and maintenance work necessary for the proper functioning of the Website.

The Website may be updated from time to time to add new features and services. Interventions may be carried out without prior notice to Users.

CREATION OF A PERSONAL USER ACCOUNT

To access the Service, all Users must first register by creating a personal User Account.

In order to create a personal User Account, the User must register by selecting one of the following methods:

- Login with an e-mail address: the User will have to fill in a registration form with the following information: First and Last Name, e-mail address, chosen password.
- connect with Google - the User will have to fill in the access information of his Google account in order to access the Website ;
- connect with Facebook - the User will have to fill in his Facebook account access information in order to access the Website;
- connect with Twitch - the User will have to fill in the access information for his Twitch account in order to access the Website.

The information that will be publicly visible on the User's Profile is as follows:

- Pseudo;
- Profile picture.

The provision of this data is essential for the provision of the Service. The User undertakes to provide true, sincere, complete and always up to date information.

In the event that the information transmitted by the User proves to be false, incomplete, obsolete or does not allow the Service to be provided under the best conditions, RAFFLEE reserves the right to close the User's personal Account and thus to refuse him access to the Service, without prior notice and without this entitling

him to any right to compensation.

The User undertakes to create only one personal Account corresponding to his identity.

The User remains solely responsible for any use that may be made of his identifiers and passwords, their confidentiality, as well as any use of his personal Account.

The User undertakes to inform RAFFLEE immediately of any user or risk of fraudulent use of his personal Account, and of any breach of confidentiality and security of his identifiers and password at the following e-mail address:

contact@rafflee.io

INFORMATION ON SERVICES

If you have given us permission to access your information through the YouTube API services, in addition to our normal stored data deletion procedure, you may revoke our access to your data through the Google security settings page, located at the address <https://security.google.com/settings/security/permissions>.

You can read the YouTube Terms of Service at <https://www.youtube.com/t/terms> and <https://policies.google.com/privacy> is available for terms and conditions. uses of Google.

We would like to warn the user of the IOS application that in no case is Apple a sponsor of the "Contests".

We would also like to warn the user of the Android application that Google is in no way a sponsor of the "Contests".

USER'S OBLIGATIONS

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

- the User acknowledges that he/she has the necessary skills and technical means to download and use the Website, the material used remaining exclusively at his/her own expense;
- the User undertakes to provide accurate information when registering for access to the Service;
- the User undertakes, in his use of the Website, to respect the laws and regulations in force and not to infringe the rights of third parties or public order. RAFFLEE cannot be held liable in any way in this respect;
- the User is also solely responsible for the relations that he or she may establish with other Users and the information that he or she communicates to them. It is up to him to exercise the appropriate prudence and discernment in these relations and communications. The User also undertakes, in his exchanges with other Users, to respect the usual rules of politeness and courtesy;
- the User undertakes not to copy, modify, reverse engineer, disassemble, decompile or disassemble the RAFFLEE Website, attempt to export its source codes or analysis or copy the source codes;
- the User undertakes not to interfere, destroy, modify or otherwise affect the normal operation of the Website by using plug-ins, bots, add-ons, third party systems or tools without the authorization or permission of RAFFLEE;
- the User agrees not to engage in any activity that jeopardizes the security of the computer network

when using or targeting the Website, including, but not limited to : the use of unauthorized data or access to unauthorized servers, unauthorized access to the public computer network or other IT systems, deleting, modifying or adding stored information, attempting to detect, analyze or test the vulnerability of the Website or, but not limited to, disrupting network security, the intentional propagation of malicious code or any other action that may disrupt normal computer services;

- the User undertakes not to use the Website to infringe the rights and legitimate interests of others such as intellectual property rights, portrait rights, confidentiality and reputation;
- the User agrees not to commit any other violations of policies and regulations, public order, good morals, or to infringe upon the rights and legitimate interests of other individuals, businesses, social groups and organizations.

The User guarantees to RAFFLEE that he has all the rights and authorizations necessary for the diffusion of these Contents.

It undertakes that the said Content is lawful, does not infringe public order, good morals or the rights of third parties, does not violate any legislative or regulatory provision and more generally, is not in any way liable to give rise to the civil or criminal liability of RAFFLEE.

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

- content that is pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist,
- infringing content,
- content that infringes on the image of a third party,
- content that is false, misleading or proposes or promotes illegal, fraudulent or deceptive activities,
- content harmful to the IT systems of third parties (such as viruses, worms, Trojan horses, etc.),
- and more generally content that may infringe the rights of third parties or be prejudicial to third parties in any way and in any form whatsoever.
-

RAFFLEE's OBLIGATIONS

RAFFLEE undertakes to provide a Service in accordance with the present TOS.

RAFFLEE reserves the right to modify any information or content appearing on the Website, at any time and without prior notice, in the context of updating it or correcting errors or inaccuracies or if it deems it appropriate, without this giving rise to any right to compensation for Users.

In the event of a breach of these TOS or of the laws and regulations in force, in particular in the event of a breach by a User of one or more of the rules specified herein, or whose behavior could compromise or risk compromising the proper functioning of the Service or harming the rights of third parties or the reputation of the Service, RAFFLEE reserves the right to unilaterally suspend and/or terminate the execution of the present contract, and to block and/or delete the personal Account of the User concerned as well as his access to all or part of the Service, to delete the litigious contents, temporarily or definitively, without this giving the User the right to any compensation.

In the event of suspicion or report by a User of illegal content or content violating the present TOS, RAFFLEE reserves the right of the User or the publication of the litigious content within a reasonable period of time in order to verify the accuracy of the information suspected of being abusive.

However, Users are informed that any abusive reporting may be sanctioned in accordance with the applicable regulations and these TOS and may result in the immediate suspension and/or termination hereof.

LIABILITY AND WARRANTY OF RAFFLEE

RAFFLEE undertakes to carry out regular checks to verify the operation and accessibility of the Website. In this respect, RAFFLEE reserves the right to interrupt access to the Website at any time, momentarily or definitively, for maintenance reasons, without having informed the Users beforehand.

As RAFFLEE makes no commitment to maintain permanent and uninterrupted access to the Website and/or the Service, RAFFLEE is in no way responsible for these interruptions and the consequences that may result for the User.

Likewise, RAFFLEE cannot be held responsible for momentary difficulties or impossibilities of access to the Website due to circumstances beyond its control, force majeure, or due to disturbances in the telecommunication networks to which the User has had recourse.

Expressly, are considered, in particular, but not exclusively, as cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of the French courts: exceptional bad weather, total or partial strikes, internal or external to the company, lock-outs, epidemics, blockage of means of transport or supplies for any reason whatsoever, earthquakes, fires, storms, floods, water damage, natural disasters, lightning, attacks, damage caused by viruses for which the security means available on the market do not allow their eradication, as well as any legal or regulatory obligation or public order imposed by the competent authorities and which would have the effect of substantially modifying these general conditions, computer breakdowns, blocking of telecommunications including the post network, failure of the public telecommunications network, loss of Internet connectivity due to public or private operators, any problem related to the modem or the User's IT systems or navigation software, interconnections of telephone networks and/or any other transport or telecommunications infrastructure used by the User, failure of the public distribution network of electricity and any other event independent of the express will of the parties preventing the normal execution of the Service.

The User remains solely responsible for any use that may be made of his identifiers and passwords, and for their confidentiality, as well as for any use of his Personal Account. RAFFLEE can in no case be held responsible for any loss or theft or any damage resulting from fraudulent use of the User's identification data.

RAFFLEE is not obliged to verify the veracity of the information provided by Users and declines all responsibility for the inaccuracy of the data, information and content disseminated by Users via the Website or for any errors or omissions they may contain as well as any damage resulting from the use of any content provided by a User.

RAFFLEE is also not responsible for the incorrect configuration of the User's mobile terminal. It is the responsibility of each User to ensure the correct operation and configuration of his equipment.

RAFFLEE does not guarantee to the Users (i) that the Website, subject to constant research to improve its performance and progress, will be totally free of errors, defects or faults, (ii) that the Website, being standard and in no way proposed solely for the intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

In any case, the liability that may be incurred by RAFFLEE under the present terms is expressly limited to the only direct proven damages suffered by the User.

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF USE

The Service is provided subject to the User's acceptance of the TOS. Users are deemed to have accepted the TOS simply by using the Website, which necessarily implies acceptance of the TOS.

Acceptance of these TOS can only be full and complete. Any User who does not agree to be bound by these TOS must not access the Website.

RAFFLEE may, at its discretion, change or amend these terms and conditions at any time.

In the case of downloading from the Website, the present TOS are subscribed to for an indefinite period of time as from their acceptance by the User.

WEBSITE ACCESS

The User can access the Website from a computer or a smartphone.

In order to improve the user experience and the services offered by RAFFLEE, we will propose regular updates of the Website.

If you no longer use the Service, you have the option to request deletion of your account. If you do not want us to retain your personal data after deletion of your account, please send us a request for deletion of your data.

PRIVACY POLICY AND PERSONAL DATA

a. Personal information protection policy

RAFFLEE respects the personal information of the Users of the Website, and takes great care to protect your information. RAFFLEE makes every effort to limit the risks of loss, deterioration or misuse of this information.

This privacy policy tells you what information we collect about you, how we use it and what measures we take to protect it.

b. Use of Users Information

The personal data collected on each User is intended for RAFFLEE and may be transmitted to RAFFLEE's staff as well as to any third party in charge of participating in the setting up, the realization or the follow-up of the Service (staff, partners and/or subcontractors). RAFFLEE staff members and third parties designated by RAFFLEE will have access to and may use the personal data collected for the sole purpose of providing the proposed Service.

We will record, use and protect all personal information that we obtain on your initiative in accordance with applicable data protection legislation and this Privacy Policy. We will primarily use your personal information to provide you with products and services and, for example :

- to send you information and materials by e-mail about products and/or services, offers, news and information that we think may be of interest to you.

This information may relate to products, offers and news from RAFFLEE. We will only send it to you if you have chosen to receive e-mails from RAFFLEE or related brands.

In case you no longer wish to receive it or if you wish to change your personal information or have it deleted from our database, please refer to the paragraph below.

- To analyze your browsing on the Website and inform us about the interests and needs of our visitors so that we can improve our products and services and offer them the type of content and Contests that interest them most.

The information that you voluntarily transmit to us concerns a valid e-mail address, an IP address, your name, first name, address, etc. The information collected automatically by the Website is your IP address (address of your computer), to the exclusion of any other. The data is stored by RAFFLEE and could be transferred to RAFFLEE's partners within the context of their Offers and Contests on the Website, to commercial or practical ends (sending won prizes, promotional codes...).

c. Right of access, rectification and deletion of personal data by Users

In accordance with the French Data Protection Act of 6 January 1978 and the General Data Protection Regulation (the "GDPR"), you have the right to access, rectify, modify and delete personal data that you have communicated to us.

You may exercise this right by emailing us at rgpd@rafflee.io.

To this end, RAFFLEE's IT registers may contain the surnames or first names, the email address, the User's IP address, the make and model of the device used to connect to the Website, the internet operator, the date and exact time of publication of the information and content transmitted via the Website.

d. Cookies, identifiers and activity file

In order to improve the Service, information may be automatically collected and stored in log files from the computers or terminals used.

This includes non-personal data such as IP address, selected language, operating system, Internet Service Provider (ISP) and date and time. This information is used on an aggregate basis to improve the management of the Website, analyze trends, and gather demographic and business information about Users.

If non-personal information is used in combination with Personal Data, the whole will be treated as Personal Data.

Likewise, in order to optimize RAFFLEE's services, messages sent by e-mail, online services, advertisements and interactive applications may use "cookies" or "anonymous identifiers" of Users.

- Cookies

A cookie is a small file, usually consisting of letters and numbers, sent by our web server to a cookie file in the User's browser. This allows RAFFLEE to remember the presence of a User when establishing a new connection between RAFFLEE's server and the User's browser. The main purpose of a cookie is to allow RAFFLEE's server to present personalized web pages that can make the consultation of the Service an individual experience adjusted to personal preferences.

LOCATION SECURITY

The Website is made available "as is" and "as available" without warranty of any kind. Access to and use of the Website is at the User's own risk.

a. Risks for the User

It is the User's responsibility to take all appropriate measures to protect his or her own data and/or software stored on his or her computer and/or telephone equipment against any attack, malfunction, virus, hacking, etc. (non-exhaustive list).

By using the Website, the User assumes all the negative consequences that could result from his navigation on the Website.

b. Risks on the "Internet Network"

The technical performance of the mobile Internet requires processing time to answer, consult, query or transfer services.

The User declares that he is aware of and accepts the limits and problems of the Internet network for which RAFFLEE cannot be held responsible (non-exhaustive list):

- the characteristics and limitations of the Internet and, in particular, the functional characteristics and technical performance of the Internet ;
- problems related to the connection and/or access to the Internet network and/or Websites ;
- problems related to network availability and congestion ;
- problems related to network failure or saturation ;
- problems related to transit times, access to online information, response times for displaying, consulting, querying or otherwise transferring data;
- risks of interruption ;
- the lack of protection of certain data against possible misappropriation or piracy;
- the risks of contamination by possible viruses circulating on the said networks.

ADVERTISING

RAFFLEE reserves the right to insert on any page of the Website and in any communication to the Users any advertising or promotional messages in a form and under conditions of which RAFFLEE will be the sole judge.

LINKS AND THIRD PARTY WEBSITES

RAFFLEE can in no way be held responsible for the technical availability of Websites or mobile applications operated by third parties (including its possible partners) to which the User would have access via the RAFFLEE Website.

RAFFLEE assumes no responsibility for the content, advertising, products and/or services available on such third party Websites and mobile applications, which are governed by their own terms of use.

RAFFLEE is also not responsible for the transactions between the User and any advertiser, professional or merchant (including its possible partners) to which the User would be directed through the Website and would not be party to any possible litigation whatsoever with these third parties concerning in particular the delivery of products and/or services, the guarantees, declarations and other obligations whatsoever to which these third parties are bound.

SEVERABILITY

The nullity of one of the clauses hereof shall not entail the nullity of these General Conditions of Use, the other clauses shall continue to produce their effects.

COPYRIGHT PROTECTION

All software, source codes, drawings, texts, images, sound recordings, animations, trademarks (including the name "RAFFLEE" and the RAFFLEE logo) and other works included in the Website are protected by intellectual property rights and belong to RAFFLEE. These rights are reserved and no ownership rights will be transferred to Users or third parties.

RAFFLEE grants you a personal right to use the Website and its contents. This right is granted on a non-exclusive, revocable, non-transferable, worldwide and free of charge basis and for the sole use of the Website, to the exclusion of any other purpose.

It is strictly forbidden to access and/or use and/or attempt to access and/or use the source codes or objects of the Website. The User does not acquire any intellectual property rights on the Application or its content, nor any other rights other than those conferred by these TOS.

The reproduction of the documents appearing on the Website is only authorized for the exclusive purpose of information for strictly personal and private use.

TERMINATION

RAFFLEE may decide to end the availability of the Website at any time; the notification of the end of the availability will be made by e-mail or by displaying a message on a screen of the Website.

RAFFLEE does not have to justify its decision to end the availability of the Website, and this decision cannot give rise to compensation or reimbursement (the Website being free of charge).

Upon termination, the rights granted to the User will be terminated and the User must cease all use of the Application.

NON-WAIVER

The fact that one of the parties does not take advantage of a breach by the other party of any of the obligations referred to in these TOS shall not be interpreted for the future as a waiver of the obligation in question.

LANGUAGE

In the event of a translation of these general terms and conditions into one or more languages, the language of interpretation shall be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

APPLICABLE LAW AND JURISDICTION

The conclusion, interpretation and validity of the present TOS and all contracts resulting from it and their consequences are subject to the French Law and Regulations in force, to the exclusion of any other legislation, whatever the nationality of the User, and this is the case for the rules of substance and form.

In the event of any dispute arising between the User and the Company in relation to the formation, interpretation and execution of the present agreement, the Parties shall endeavor to reach an amicable agreement. In the absence of an amicable agreement, within 30 (thirty) days.

Any complaint will therefore first be made in writing to RAFFLEE, with the supporting documents, at the following address:

SAS RAFFLEE
3 place des Prés Bouchards
91370 Verrières-le-Buisson

In the absence of an amicable agreement, the parties agree that the courts of Paris shall have exclusive jurisdiction, unless mandatory procedural rules to the contrary exist.