

BeReal: Terms of Use and Privacy Policy

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I TERMS OF USE [1]

IN this section we will analyze the terms of use agreed in when the user creates an accounts in the application.

1 Introduction

IN the introduction the company explains the basic functionality of the application: *"BeReal is a social network offering its Users to take a photo of themselves and their environment upon receiving a notification and then share it with friends or publicly (hereinafter the "Application")."*

The company also establishes his headquarters and the registered office at 30/32 Boulevard Sébastopol 75004 Paris, FRANCE, and which is registered under number 881 079 685 with the Paris Trade and Companies Registry. **It is implied that by using the application you accept and compliance to the Terms** and you must read this terms before creating an account. Finally the terms state: ***Because your privacy is of great importance for BeReal, please note that we will never sell your data nor use it in a way you are not informed of.***

2 Definition and Interpretation

SECTION where is explained the meaning of the terms that will be referenced in the statement of the terms.

- "User Account" or "User Profile" refers to the space specific to a User on which he or she can fill in information about himself or herself, view and comment on the Content of other Users, and publish his or her own Content. The User Account is necessarily public and can be consulted by anyone.
- "Content" means photos, videos, RealMojis published on the Application and/or created through the Application Services.
- "Parties" means BeReal and the User.
- "Platform" means the online solution accessible from the BeReal application available on GooglePlay or Apple Store;
- "RealMojis" means one of the Services offered by the Application and allowing Users to create an emoji from their own photos;
- "Services" means all the features offered to the User to allow him to create, modify, publish, share his content.
- "User" means any natural person using the Application and its Services.

3 User Account Creation

A Requested information

THE registration process needs: a phone number, name, age, user name (nickname) and a password. These elements are essential to the use of the application and must not be false or erroneous since this must correspond to your own identity. When doing test, if we create an account like *TMA test* we will not be following the terms of use of the application. Finally, the company explains that **is our responsibility to keep the password confidential** and provides a contact if there is some illegitimate use of our account: contact@bere.al.

B Age Limit and Parental Permission

THE app is only open to users over the age of 13, and depending the country if you are between 13 and 16 you may need parental consent. It provides the same contact if you are a parental guardian to contact the company. Notice that here the company does not take in responsibility in verifying the age requirement.

4 Services Description

DESCRIBES that the application may be used via the official application, and the use can create, publish and share content. The user can also view other user's content, interact with them and delete your content once a day¹.

A Create and share your content

THE user can take a photo of him and his surroundings within the time limit, tell the exact location *where the photo was taken or where it was published.*, choose to share it publicly or only with the user friends, and add information such as biography, profile picture or email.

Here we will have to check if any location is shared more than only when the users take a picture and consents the location sharing, and if other sensitive information is send it.

B Display Other Users' Content

IT is explicitly said that we only can see other Users' Content when we are friends or when the content is shared publicly. The group must check how the public content is shared and how it is showed to other users.

C Interact with other users

THE users can interact with other users through: Commenting in the interface other users post, and via the creation of RealMojis, the **Find Friends** feature that uses the phone book for people using BeReal, messaging inside the application or the **Maps** feature that allows the user to geolocalize friends and share the users location. The company assures that this last function cannot make the company track the users location

¹What is delete your content once a day?

in real time.

The group must check if the access to the phone book is local or is shared with someone and if the maps function shares the location with the company and allows the company to track the user, even if it is not in real time.

D Content Deletion

THE user can delete one piece of content per day. If the user wants to remove more content per day, the user may contact the company.

5 Reporting Illegal or Inappropriate Content

"As a hosting company, we are not under a general obligation to monitor the information we store. Nevertheless, if you believe that a Content is illicit or inappropriate, you can report it to us or to the User who is the author by clicking on the "report" tab in the settings of the photo or in the settings of the User Profile."

Here the company encourage to report any inappropriate content, but excuses themselves to the monitoring of any of this content.

6 User Obligations

THIS section states what the user agrees **NOT TO** do:

- Use BeReal if you are under 13 years old, or when you are between 13 and 16 years old if your legal representative has not consented to such use;
- Use BeReal for advertising or commercial purposes to publish or facilitate the transmission of advertising, commercial solicitations, spam, "chain letters", "pyramid schemes" or to collect information, data or Content about other Users without their permission;
- Tamper or attempt to tamper with the proper working of the Application, interfere with access to the Application or circumvent any measures we may use to block or restrict access to the Services;
- Use the BeReal Application in a deceptive, malicious, discriminatory, or otherwise unlawful manner, such as impersonating someone else for personal or commercial purposes;
- Harm or attempt to harm another person or group, including, but not limited to, bullying, harassment, promotion of sexual content, violence, hate speech, dissemination of false information;
- Use the Services to intentionally, recklessly or negligently upload, transmit, distribute, store or otherwise make available any Content that may infringe upon the intellectual property rights of others, or the privacy, image, dignity or honor of others, including a deceased person. In this regard, please note that you are solely responsible for the Content you choose to share on the Application, especially when this Content represents other people. We recommend that you always ensure that you have the consent of others to use their image or creations on BeReal.

It is noticeable that we cannot tamper with the measures that the Application uses to access data or that use to restrict access to the Services. Also, it is prohibited to manipulate data that can infringe property rights, but states that the User is responsible of the content it shares in the application.

7 User Account Deletion

THEY can delete any account that they want. The primary reasons are violations of the Terms or law, but they can do it with or without notice. They also restrict the creation of new accounts.

8 Intellectual Property

A Intellectual Property and Application Integrity

THE company states that all the application is property of the company, excluding user content. *"The Application is protected by the provisions of the French Intellectual Property Code and by any national or international text in force applicable to intellectual property law."*

It is also stated that the User cannot reproduce, reverse engineer, disassemble or decompile the application in any way, excluding with written consent. It is also prohibited to:

- Extracting data by temporary or permanent transfer, or using the Application or its visible databases for commercial or other purposes by making them available to the public in whole or in part and substantially in quantitative or qualitative terms;
- To extract or use in a repeated and systematic way all or part of the visible information of the Application, when such an operation clearly exceeds a normal and private use of the Application;
- Exploit, market or distribute any component of the Application, including but not limited to the visible information of the Application, the databases, the Services, the programs, the source codes, the algorithms, the methods incorporated in the Application;
- Use any device or software to interfere or attempt to interfere with the proper working of the Application; or take any action that imposes a disproportionately large load on our infrastructure.

The last point may interfere with the functionality of the app, since the project may consist in intercepting packages from the application.

B Intellectual Property and License

THE users is the creator of the content, and if applicable, also the intellectual property. When sharing content the user allows be real a 30 year, worldwide license in any medium to: the other users can share the content in any other social network or messaging application and **the company to host, store, reproduce, modify, adapt, display, publish, edit, distribute and sub-license all or part of the content to conduct marketing, communication or commercial activities.**

This point is very critical since allow the company to manipulate our data.

9 Indemnification, Warrant Exclusion and Liability

THIS sections states that if there is any problem with the data or the network the company is not responsible for any reliability in the data or expectations that the application may generate.

10 Data Protection and Privacy

USERS are informed that the personal data collected may be subject to data processing activities in accordance with French Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, as amended (known as the Data Protection Act) as well as EU Regulation 2016/679 of April 27, 2016, known as the General Data Protection Regulation (GDPR). Depending on the country from which you use the Services, other legislation might also apply, such as the California Consumer Privacy Act (CCPA). It is mandatory to read and accept the privacy policy.

11 Modification of the present Terms of Use

BEREAL reserves the right to modify its ToU at any time. In this case, BeReal will publish the new versions of the ToU on the pages of the Application and will alert Users by means of a pop-up window that will appear when opening the Application.

12 Miscellaneous

IN the event that all or part of the provisions of the GTC are deemed illegal, unenforceable or inapplicable by a court decision, the other provisions or agreements shall remain applicable, provided that the general scheme of the contract is not disrupted. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose pursued by the Parties. This Agreement, together with the Privacy Policy, constitutes the entire agreement between the Parties.

13 Applicable laws and jurisdiction

FOR any claim or dispute, the user is invited in priority to contact BeReal at contact@bere.al to reach an amicable solution.

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an online dispute resolution platform, facilitating the independent settlement by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>. The present Conditions are subject to French law. Any dispute not resolved by the means indicated above will be submitted to the competent court corresponding to the place of residence of the User located in one of the member states of the European Economic Area.

II PRIVACY POLICY[2]

IN this section we will analyze the privacy policy of the company.

1 Introduction

FOR any doubt the company encourage the user to contact in order to answers questions. Also, it is mandatory to read the terms of use because there are references.

2 Scope and Application

DEFINES personal data as any information relating to a natural person who can be identified, directly or indirectly. For example: first and second name, email or postal address. To sum up, all data attached to a physical person.

3 Acceptance and Modification of Our Policy

BY accepting the Terms of Use, you completely accept the Privacy Policy. Any reduction of the privacy policy will have to be consented by the user, and the user will be notified.

4 Identification of the Data Controller

The processing of your Personal Data is subject to French law, including Law No. 78-17 of January 6, 1978 relating to computers, files and freedoms, as amended (known as the Data Protection Act) as well as the EU Regulation 2016/679 of April 27, 2016, known as the General Data Protection Regulation (GDPR). BeReal is the controller of the processing of your Personal Data. The company grants a lawful, fair and transparent processing of the data.

5 Categories of Personal Data Processed When Using the Application

PERSONAL Data is collected in different categories for different purposes. The different purpose are explained. The majority of the data can be stored up to 3 years since the last activity of the account, described as last connection. The exception is the contact data of the smartphone and Geolocation that can be stored until withdrawal of consent.

A Data that the user provides

The user provides the profile data, and refers all the data that is actively uploaded by the user, including locations, media or communications with users or BeReal.

B Data collected by the services in BeReal

This will be the main subject of the TMA project. It refers to all the connection data (IP, date of registration, last connection), all statistics of using the application and other services, including location RealEmoji, times of activity and others. There are also other types of data:

- **Content Data:** We collect content that you create through our Services such as photos, RealMojis and comments. Note that Users who view your Content can always take a copy or screenshot of it. Therefore, we strongly recommend that you do not post or send to a friend any Content that you do not want to share.
- **Geolocation Data:** For each photo, the Platform offers you the possibility to share, with your friends, your exact location or, when the photo is published publicly, an approximate location. We also offer you to locate your friends precisely on a map in relation to your position. Use of the Service requires your consent to the collection of Geolocation Data. Consent depends on the configuration of the device, and can be withdraw it in the device settings.
- **Phonebook Data:** With your consent, BeReal may access your phone book to identify your contacts already registered on BeReal or so that you can invite your friends to register on the Platform. We never access your contact list without your permission.
- **Device and Equipment Data:** We collect information about and from the devices and equipment you use to access BeReal. This includes your IP address, device type, application crashes, operating system version, language used.

- **Cameras and photos:** Most of our Services require that you allow us to collect Data from your phone's camera and photo library (i.e. send and upload photos). If you refuse to allow us access to your camera or photo library, you may receive photos from and contact other Users, but you will not be able to take, upload and share your own photos.

C Details of the legal basis and purposes of the processing

THE app is compliant with the *GDPR* and has the following purposes:

- Contract performance that allows BeReal to offer the service.
- Legitimate interest for keeping a dynamic and efficient platform.
- Compliance with the legal obligations.
- Gets the user consent.

6 Cookies

BEREAL uses cookies to provide a personalized experience and to store session data with analytical and efficient purposes. The existence of the cookies is notified when the user connects to the platform and has a validity of 13 months. If not accepted, some functions and parts of the web will be restricted and notified to the user. Also, third-party cookies may be placed via add and it is not responsibility of the company.

7 Conditions of use of Personal Data

DATA will be stored only the necessary amount of time and a maximum of 30 days since the deletion of the account and 90 days of the backup system. All other usage of the data that is not stated in the policy must require the user explicit consent.

8 Sharing information with third parties

THE company will not share any data provided by the user to a third party or sold in any way, they are only for internal usage of the company. Nevertheless, for providing some services third-parties will act in behalf of the company while using the data but always with the proper security and confidentiality. When transferring data to other countries, the company will use the mechanisms provided by the European committee to maintain the level of privacy and security necessary. Other laws, regulations, court orders can make the data be send it to a third party.

9 Security or personal data

The company applies encryption and access control to all the data and ensures that Personal Data is processed securely. However, the company is not responsible for the leakage that may occur in the internet.

REFERENCES

- [1] BeReal, "Bereal: Terms of use," August 2021. [Online]. Available: <https://bereal.com/en/terms>
- [2] —, "Bereal: Privacy policy," August 2021. [Online]. Available: <https://bereal.com/en/privacy>