

General Conditions for Use and Services of the SpliiK Platform

Last update: March 2020

The purpose of these General Conditions of Use and Services (hereinafter "GC") is to govern the contractual relationship between the company WELL PLAY ("**WELL PLAY**" or "**The Company**"), a simplified joint-stock company registered with the Paris RCS under the number 848 363 628, having its registered office located at 17 rue Henry Monnier, 75009 Paris, acting through its legal representative, Mr. Louis Masurel, as CEO, and You as defined below in article 1.

Article 1. Preamble

The Company offers a web platform which allows Users to exchange with each other on various subjects, in particular through Tutorials, in order to increase the knowledge and know-how of each.

Article 2. Definitions

Parties agree and accept that the following terms used with a capital letter, in the singular and/or plural, will have the following meanings:

Assistant: designates any User who assists an Expert in a Tutorial. His/her role is to share his/her knowledge in the Expert's Tutorial. If he/she does not share the Expert's view in the Tutorial, he/she may in turn become an Expert and provide his/her own Tutorial. The Assistant will have free access to the Tutorial, which the Expert of the said Tutorial expressly accepts. (*Examples of an Assistant: peer, advisor, helper, corrector, translator, etc.*)

Collaborator: designates any User that wants to grow by learning and/or making Tutorials with the support of knowledgeable people (Expert, Support and Assistant). The Collaborator follows the content provided by the Expert: he/she will read and use the Tutorial's exercises to study and achieve his/her goals. He/she is the first consumer of the Expert's tutorial. (*Examples of a Collaborator: learner, student, user, customer, etc.*)

General Conditions for Use and Services ("GC"): designate these general conditions of use and sale, namely a contract concluded between The Company and the User.

Personal Data: designates any information collected, used and treated during the Use of the SpliiK Platform and Services as well as the use of SpliiK Social Networks that identifies directly or indirectly a natural person.

Expert: designates any User that designs, publishes and develops the Tutorial as well as exercises on the Platform. An Expert is the Tutorial's "master". (*Examples of an Expert: consultant, trainer, coach, etc.*)

Party(ies): designates the User and The Company, individually or collectively.

Platform: designates the SpliiK Platform that enables Users to carry out step-by-step Tutorials in collaboration with other people online.

Privacy Policy: designates the Privacy Policy attached to the platform which is intended to inform You about The Company's commitments, in particular as a Data Controller, to respect Your Personal Data when using the Platform and Services, as well as SpliiK Social Networks and allow You to exercise the rights conferred on You by Personal Data Regulations.

Profile: designates the personal account created by each User containing the following information: name, first name, job title, a presentation (summary of their qualities, experience, etc.), email address, link to LinkedIn profile, images (avatar, banner illustrating the Profile).

Tutorial: designates the project published by the Expert using the Platform and its support, namely the document (whatever the nature: text, video or other document) and its entire content.

Personal Data Regulations: designates French and European regulations that are applicable to the protection of personal data, in particular: law n°78-17 dated January 6, 1978 regarding data processing, files and freedoms as amended ("**LIL**"), EU Regulation 2016/679 dated April 27, 2016 and published in the Official Journal of the European Union on May 4, 2016 on the protection of individuals with regard to the processing of personal data and to the free movement of that data, Directive 2002/58 / EC of July 12, 2002 also called the "privacy and electronic communications" directive as amended, as well as any other European text which that amends or supplements the provisions in force on the date of this Contract and is applicable to one or the other of the Parties.

Social Networks: designates all websites that allow building a network of friends or professional acquaintances and provides their members with tools and interfaces for interaction, presentation and communication, on which members may publish third-party Content and in particular, without this list being exhaustive, Facebook, Instagram, Twitter, SnapChat, etc.

SpliiK Social Networks: designates all Social Networks managed by The Company and published by the Platform, namely:

- Facebook access at [<https://www.facebook.com/spliiKER/>] ("**Facebook**") or any other URL address;
- LinkedIn access at [<https://www.linkedin.com/company/spliiK/>] ("**LinkedIn**") or any other URL address;
- Twitter access at [<https://twitter.com/SpliiKP>] ("**Twitter**") or any other URL address;
- YouTube access at [<https://www.youtube.com/channel/UC98pLxgFpRtQtGVtXRhcFRw/>] ("**YouTube**") or any other URL address;
- Instagram access at

[<https://www.instagram.com/spliiKplateforme/>] ("**Instagram**") or any other URL address.

Data Controller: designates the physical or legal person(s) who decide(s) the "purposes" and "means" of processing (Art. 3, I of the LIL and Art. 4, 7 of the GDPR [General Data Protection Regulation]).

Under article 26.1 of the GDPR, the concept of Joint Data Controller is applicable "*when two or more data controllers jointly determine the purposes and means of the processing*".

Depending on the purpose, The Company is considered as a Data Controller or Joint Data Controller with the SpliiK Social Networks.

Services: designates all functions and services available to Users via the Platform.

Support: designates any User who helps a Collaborator progress in the Tutorial. Support will have free access to the Tutorial, which the Expert of the said Tutorial expressly accepts. (*Examples of Support: friend, colleague, manager, peer, Expert, Assistant, etc.*)

User: designates any physical person older than eighteen (18) years old or emancipated at sixteen (16) years old who, after having read and accepted the GC, uses the Platform and Services. The User can be an Expert, Assistant, Support or Collaborator.

You/Your: designates you as a User.

Article 3. Purpose, acceptance and modification of GC

The purpose of the GC is to define the terms and conditions under which The Company provides Services to You during Your use of Services and the Platform.

You are invited to carefully read the GC that govern access to and use of the Platform, as well as the supply and provision of the Services.

Any use of the Platform by a person younger than eighteen (18) years old or under the emancipated age of sixteen (16) is presumed to be under the responsibility of his/her legal representative, namely his/her parent or guardian.

The Company reserves the right (i) to modify any element of the Platform and (ii) to modify the provisions of the GC.

The Company undertakes to inform You of the modifications made to the Platform and/or the Services and/or the GC by email or by means of a special notice posted on the Platform. In the event that You do not accept these modifications, You must stop using the Platform and the Services.

If there is a contradiction between the provisions of the GC and any modification that is made to them, the modifications of the GC will prevail.

In the event of non-compliance with the GC by the User, The Company reserves the right to suspend access to the Platform and the Services.

Article 4. Services provided by the Platform

4.1. Description and operation of the Services

The Platform allows You to:

- create a Tutorial for free;
- put Your Tutorial online via the Platform making it available to Users and, at Your discretion, place it in the archives;
- interact with other Users (Collaborator, Support, Assistant or Expert) via messaging and within Tutorials.

The Expert can also communicate via email with Collaborators and Support unless the latter explicitly refuse.

The Expert will have access to information about the activity of the Collaborators and Support who work with him/her on the Tutorial, namely: Tutorials that they have bought, as well as their presentation files (name, first name, email and image).

Access to the Platform is free for the User. However, some Services may be chargeable.

To this end, the Expert makes his/her own Tutorials available to Users according to self-defined pricing conditions: the Tutorial can be free or paid (the price being freely set by the Expert).

In the event of a paid Tutorial, the Collaborator will pay the displayed amount including tax using the Stripe payment system (please consult the Stripe conditions: <https://stripe.com/fr>).

The price of the Tutorial excluding tax to be paid by the Collaborator will be calculated as follows:

[71.5% the amount excluding tax set by and for the Expert] + [28.5% platform service fees (including the fees of the Stripe payment service provider)] = [100% the amount of the Tutorial excluding tax].

The price of the Tutorial including tax to be paid by the Collaborator will be calculated as follows:

[the amount of the Tutorial excluding tax] + [the applicable tax] = [100% the price of the Tutorial including tax].

In other words, the Expert will receive 71.5% of the full amount excluding tax at each sale at the end of each month paid directly into his/her account and the Platform will receive 28.5% for service fees.

The Collaborator will then have access to the Tutorial for a period of three years, even if it is placed in the archives by the Expert. All exchanges regarding the Tutorial will be visible on the Platform.

Support and the Assistant have access to the Tutorial, even if it is placed in the archives by the Expert.

Finally, each User agrees to make his/her network available to other Users (contacts, friends, professional relationships).

Each User, whatever their title (Expert, Support, Collaborator or Assistant), recognizes and accepts that their comments, messages and any content published by themselves will be visible to other Users on the Platform, even after they have unsubscribed according to the conditions of article 11 of these GC.

4.2. Conditions of access to the Services

In order to use these Services, You must create a Profile with a username and a password.

You may also connect to the Platform and use the Services by connecting to your Facebook or Google account.

You must accept the GC when you create Your Profile or when You first connect to the Platform using Your Facebook or Google account.

When You create Your Profile, You agree to provide true, accurate, up-to-date and complete information. You agree not to create a false identity and not to usurp the identity of another person. You agree to update your information whenever your situation changes. In the event that You communicate false, inaccurate, misleading, incomplete or outdated information, The Company reserves the right to temporarily or definitively suspend or refuse access to all or part of the Platform and its Services if no change is made within ten (10) days from the date of sending a formal notice by email to remedy the situation.

You also agree to keep Your username and password strictly confidential.

You cannot modify Your Personal Data except for Your postal address, email address and phone number. If You wish to modify other Personal Data, You must contact The Company.

Once Your registration is finalized, You will receive a confirmation email allowing You to activate Your Profile.

The Services offered and described in the GC are free for the User, except those which are subject to special pricing conditions, as set out in article 4.1 of these GC.

Price changes for the Services may become applicable, depending on the evolution of the Services offered, the evolution of the network, as well as the technology and/or legal constraints.

You will then be duly informed by the modification of the GC or by the insertion of specific conditions on the Platform.

Article 5. Prerequisites for using the Platform and benefiting from the Services

In order to access the Platform and benefit from the Services, You must:

- have a computer, a smartphone or a touch tablet;
- have access to the Internet via 3G/4G or via WiFi.

These minimum configurations are subject to change without notice. You are responsible for your equipment being compatible with the Platform.

The Company undertakes to implement all means at its disposal so that You can access the Platform and benefit from the Services 24 hours a day, 7 days a week.

However, The Company is not responsible for the quality of the Internet or mobile networks.

In this regard, the User is informed of the constraints and limits of the Internet network and the mobile telephone network, especially in terms of:

- transmission of Personal Data and possible attacks on Personal Data;
- non-guaranteed continuity of access to the Platform and to the various Services offered by the Platform;
- technical constraints that are not controlled by or under the responsibility of The Company.

Consequently, The Company cannot be held responsible for any unavailability of the Platform or for any connection problems or connection interruptions when using the Platform and accessing the Services, and more generally, for any disruption of the Internet and/or mobile phone networks affecting the use of the Platform. The Company cannot be held responsible for these risks and their harmful consequences, no matter the extent, for the User.

The Company cannot be held liable either in the event of interruption of access to the Platform in case of maintenance, updates or technical improvements.

It is Your responsibility to take all appropriate measures to protect Your own Personal Data, software and hardware from contamination by viruses and other forms of attack possibly circulating through the Platform.

You may not take advantage of any difficulty in accessing the Platform to access Services in violation of the GC.

Article 6. SpliiK Social Networks

SpliiK Social Networks allow access to the Platform when clicking on the icons that correspond to dedicated pages.

The Company reminds You that access to SpliiK Social Networks requires You to accept and understand their own general conditions for use.

For more information about the rules for using SpliiK Social Networks, we ask You to consult the respective general conditions for use by clicking on the links below:

- General conditions for use of Facebook: <https://fr-fr.facebook.com/terms>;
- General conditions for use of LinkedIn: <https://www.linkedin.com/legal/user-agreement>;
- General conditions for use of YouTube: <https://www.youtube.com/intl/en-GB/about/policies/#community-guidelines>;

- General conditions for use of Twitter: <https://help.twitter.com/en/rules-and-policies/twitter-rules>;
- General conditions for use of Instagram: <https://fr-fr.facebook.com/help/instagram/478745558852511>;

Article 7. Your obligations regarding the content that You publish

You must ensure that the content that You publish on the Platform complies with the laws in force as well as with these GC.

You agree to use the Platform, the Services as well as the SpliiK Social Networks in accordance with the GC and under normal conditions of use, described below. You also agree to use the SpliiK Social Networks in accordance with their respective general conditions for use.

You agree not to:

- Post, transmit or publish on the SpliiK Platform and Social Networks:
 - any content of a racist, xenophobic, negationist nature or damaging the honor or reputation of others, inciting discrimination, hatred or violence against a person or of a group of people because of their origin, their gender, their family situation, their physical appearance, their surname, their state of health, their handicap, their genetic characteristics, their customs, their true or supposed sexual orientation, their age, their political opinions, their trade union activities, their true or supposed membership of a specific ethnic group, nation, race, or religion, more generally all content contrary to good morals or public order or against The Company or any User or third party;
 - any content promoting gambling, alcohol or tobacco;
 - any content promoting products and services without obtaining express prior authorization from The Company;
 - any content which would infringe the intellectual property rights of The Company in accordance with the provisions described in article 8 of the GC or those of any User or any third party in accordance with the provisions of the Intellectual Property Code;
 - any content which could damage the privacy, image or reputation of The Company, any User or any third party.

Before publishing any content on the SpliiK Platform or Social Networks, You must ensure that you have the necessary rights to publish said content, without infringing the rights of third parties.

To this end, the Expert agrees to hold all the rights necessary to publish the Tutorial on the Platform, without infringing the rights of third parties.

You agree to respect all intellectual property rights of third parties (copyright, performers' rights, database rights, design and model rights, trademarks, patents, trade secrets, etc.).

You therefore agree to hold all intellectual property rights relating to content, photographs or messages of any kind that you reproduce, publish, distribute or transmit via the Platform,

SpliiK Social Networks or Services. Consequently, You will refrain from reproducing and/or communicating to the public, via the Platform, the SpliiK Social Networks or the Services, any contents, whatsoever without having obtained authorization from the holders of the rights relating to this content.

If you believe that content published on the Platform infringes your rights, you must contact The Company to report the problem using the procedures established for this purpose. Removal or suspension of access to content is at the discretion of The Company, which remains free to decide whether the reported content is manifestly illegal or not.

The Company pre-moderates the content that You publish.

Article 8. Intellectual property

8.1. The Platform

You acknowledge that the Platform and its content (including in particular and without limitation, the texts, logos, software, music, sounds, photographs, videos, drawings, graphics, and other elements appearing within the Platform) are protected by intellectual property rights and are, unless otherwise stated and to the exclusion of content hosted on third-party company websites, the exclusive property of The Company or used by The Company with the authorization of the holders of these rights.

The use, copy or communication to the public, without obtaining express prior written authorization from The Company and/or the third parties of the Platform and its contents, whether partial or total, is strictly prohibited, in application of the provisions of the Intellectual Property Code, the legislative and regulatory provisions of all countries and international conventions.

The possibility is conferred on You to use the Platform in accordance with the GC can in no way be interpreted as conferring on You any right whatsoever attached to the intellectual property relating to the Platform or the Services. No right, title or interest in the content shall be construed as granted from the possibility of using the Platform.

You agree to refrain from infringing directly or indirectly the intellectual property rights of The Company.

8.2 Databases

In compliance with the provisions of articles L.341-1 et seq. of the Intellectual Property Code concerning the protection of databases, The Company is the producer and owner of all or part of the databases making up the Platform.

By accessing the Platform, You acknowledge that the data composing it is legally protected, and, in accordance with the provisions of the aforementioned law of July 1, 1998, that You are prohibited from extracting, reusing, storing, reproducing, representing or keeping, directly or indirectly, on any medium, by any means and in any form whatsoever, all or any qualitatively or quantitatively substantial part of the content of the databases present on the Platform which You are accessing as well as from repeated and systematic extraction or re-

use of any qualitatively and quantitatively non-substantial part of the content when these operations manifestly exceed normal conditions of use.

8.3 Brands and distinctive signs

The SpliiK brand and the corporate name of The Company are the exclusive property of The Company.

Any reproduction or use of the aforementioned intellectual property rights, and of any future distinctive sign, identical or similar, in any way and for any reason whatsoever without the express prior written authorization of The Company is prohibited.

8.4 License for use of the Platform

The Company grants You a non-exclusive, personal and non-transferable license authorizing You to use the Platform and the Services, as well as the data they contain, for your strictly personal use, in accordance with these GC and for the only purpose stipulated herein (Hereinafter referred to as "the License").

You therefore acknowledge that any other use of the Platform and the Services is excluded from the scope of this License and may only be carried out after obtaining the prior written authorization of The Company.

8.5 License to use content posted by Users

In order to allow the provision of the Services and in accordance with the purpose of the Platform, You grant The Company a non-exclusive and transferable license to use the content (which includes in particular the Tutorial (s) that You put online as an Expert, as well as each element composing it/them) and information or messages that You publish, broadcast or transmit on the Platform or via the Services.

Thus, each User, whatever their title (Expert, Assistant, Collaborator or Support) remains the owner of the content that he/she has posted on the Platform, but he/she authorizes the Platform to use it according to the conditions defined below:

You authorize The Company to reproduce all or part of the content that You provide, on any paper medium as well as any digital recording medium, current or future, and in particular, without this list being exhaustive, on any server, hard disk, removable or not, memory card, or any other equivalent medium, in any format and by any process known and unknown to date, to the extent necessary for any storage, backup, transmission or download operation involved in the operation of the Platform and the provision of Services.

You also authorize The Company to adapt and translate the content You provide, as well as to reproduce these adaptations on any paper medium and on all digital media, current or future, specified above, for the purpose of providing the Services, in particular in different languages. This right includes the faculty to carry out, with respect for Your moral right, modifications of the formatting of the content in order to respect the graphic charter of the Platform and/or to make it compatible with its technical performances and the relevant formats, in order to insert and/or publish it via the Platform.

It also includes the right to modify the content that You provide for re-use via the Platform's functions, such as, in particular, the production of summaries of contributions for certain subjects, as well as content sharing via tools such as Facebook and Twitter, which implies, if necessary, the reduction of all or part of the content in question to thumbnail format, its reproduction and its distribution on said sites, which You expressly authorize.

The sole purpose of this license is to allow the distribution of the content that You publish via the Platform and the Services, in accordance with their functionality and purpose, as described in these GC, as well as all the actions necessary for this purpose.

This license is granted free of charge, for the whole world and for the legal duration of the rights relating to the content in question, in accordance with the provisions of the Intellectual Property Code.

You guarantee to The Company that the information and content in question comply with the law and do not infringe others' rights.

By publishing information and/or content on the Platform, You agree that it may be published on the Platform and accessible to other Users, except under specific express conditions.

Article 9. Your Personal Data

The Company, and possibly the SpliiK Social Networks, are required to collect and process Your Personal Data for purposes of providing Services. The conditions for collection and processing, as well as Your rights, are defined by the Privacy Policy accessible on the Platform [<https://spliik.com/supports/>].

Article 10. Responsibility

10.1. What are Your commitments?

You must ensure that the Services comply with Your needs.

You agree to use the Platform, the Services as well as the SpliiK Social Networks in accordance with the GC and under normal conditions of use, described below. You also agree to use the SpliiK Social Networks in accordance with their respective general conditions for use.

You agree not to:

- post, transmit or publish on the SpliiK Platform and the SpliiK Social Networks, in particular in one or several Tutorials:
 - any content of a racist, xenophobic, negationist nature or damaging the honor or reputation of others, inciting discrimination, hatred or violence against a person or of a group of people because of their origin, their gender, their family situation, their physical appearance, their surname, their state of health, their handicap, their genetic characteristics, their customs, their true or supposed sexual orientation, their age, their political opinions, their trade union activities, their true or supposed membership

of a specific ethnic group, nation, race, or religion, more generally all content contrary to good morals or public order or against The Company or any User or third party;

- any content promoting gambling, alcohol or tobacco;
 - any content promoting products and services without obtaining express prior authorization from The Company;
 - any content which would infringe the intellectual property rights of The Company in accordance with the provisions described in article 8 of the GC;
- use the SpliiK Platform, Services and Social Networks in a way that could damage the privacy, image or reputation of The Company, any User or any third party;
 - hinder the proper operations of the SpliiK Platform, Services, and of the Social Networks;
 - "reverse engineer", decompile, modify the applications or computer codes in relation to the Platform or the Services;
 - modify the Platform to incorporate viruses, Trojans or any file or computer program likely to interrupt, destroy or limit the operations of any computer or computer network linked directly or indirectly to the Services.

Furthermore, You are required to notify The Company of any technical malfunction and/or any anomaly discovered, such as intrusions.

10.2. What are The Company's commitments?

The Company makes its best efforts to ensure that information accessible through the Platform is accurate. However, it does not guarantee in any way that said information is exact, complete and up to date and in general, does not provide any express or tacit guarantee, concerning all or part of the Platform.

The Company shall not in any way be liable to You or any other third party for indirect damages arising from:

- computer security breaches, unless there is proof of a breach by The Company of its security obligation;
- content accessible by means of hypertext links inserted on the Platform (and in particular because of advertisements, products, services or any other information);
- the accuracy of Personal Data that may have been entered by the User.

For any request for information, question or complaint relating to the Platform and the Services, You can contact The Company:

- by email: team@spliiik.com,

- by postal mail to the address: SAS Well Play –17 rue Henry Monnier – 75009 Paris.

In the event of a conflict between the User and The Company concerning the execution of the GC, the User is informed that he/she may use a conventional mediation procedure or another alternative method of resolving conflicts.

Article 11. Termination – Unsubscription

11.1. – Termination of the contract

In the event of a serious breach of Your obligations relating to compliance with current legislation and these GC, The Company may immediately and automatically suspend access to the Platform and Services and, if necessary, rightfully terminate this Contract without prior notice, without prejudice to any damages it may claim.

In all other cases of non-compliance with these GC, if, after a period of eight (8) calendar days from notification by The Company of the breach found, You have not terminated or repaired this breach, The Company may rightfully terminate the Contract immediately, without prejudice to any damages it may claim.

11.2. – Unsubscription

You can unsubscribe from the Services at any time via Your Profile.

11.3. – Effects of the end of Contract

The termination of the Contract (including that resulting from Your unsubscription) will result in making Your Profile inaccessible, as active use of the Services is reserved for Users.

All the data in Your Profile will no longer be available online to anyone from time of termination.

Notwithstanding the termination of the Contract, whatever the cause, the license stipulated in article 8.5 above will continue for the duration stipulated in that article.

All content published by the User, whatever their title (Expert, Collaborator, Support or Assistant), including Tutorials, comments and published messages, will remain accessible on the Platform and visible to other Users.

Article 12. Various provisions

12.1. Independence of Parties

The Parties recognize and accept that they will in no case be able to make a commitment in the name and/or on behalf of one another. The Parties recognize and accept that they act independently of each other and that this Agreement may in no case be considered as establishing a de facto company, a joint venture or any other situation between the Parties causing any reciprocal representation or solidarity with regard to their respective creditors.

12.2. Autonomy of provisions

If any of the provisions of the Contract should be declared void or unenforceable, with respect to a rule of law in force or a final judicial decision, it will be deemed unwritten.

The other provisions herein will remain in force, retaining all their force and scope, insofar as this is possible, the Parties agreeing, as necessary, to come together in order to replace the null clause with a valid clause, as close as possible in spirit to that which it replaces.

12.3. Non-waiver

The fact that either of the Parties lays no claim to the application of any of the provisions of the Contract or accepts its non-performance, whether permanent or temporary, cannot be interpreted as a waiver by that Party to its rights hereunder and will not constitute such a waiver, will not affect in any way the validity of all or part of this Contract and will not affect the rights of the Party to act accordingly.

12.4. Governing law and jurisdiction

The validity, interpretation, execution and termination of the Contract and their possible consequences are governed by French law and interpreted in accordance with it.

The resolution of any litigation or dispute, relating to the validity, interpretation, execution or termination of the Contract and their possible consequences will be subject to the exclusive jurisdiction of the Paris Court of Appeal, even in summary proceedings, incidental claims, warranty calls or multiple defendants.

In case of divergence between the different language versions of these General Conditions for Use and Services, the French version will prevail.

12.5. Right of withdrawal

Under article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for contracts "for the supply of digital content not supplied on a material medium, the execution of which has started after the express prior agreement of the consumer and express waiver of his right of withdrawal".

Therefore, by validating the payment of the Tutorial, You expressly acknowledge waiving the right of withdrawal.