

GENERAL TERMS AND CONDITIONS

(User-Surfer)

ARTICLE 1. SCOPE

1.1 Parties

The general conditions of use of the platform www.my-sessions.com defined below (hereafter designated as the "**General Conditions**") govern the contractual relation between each user of the platform www.my-sessions.com and its application program interfaces (hereafter respectively designated as the "**User**" or "**You**" and the "**Platform**") and the company MY-SESSIONS with a share capital of 5000 Euro, whose head offices are located at 68, rue de Clignancourt, 75018, Paris, France, and registered at the Paris Trade and Companies Register under number 841834906 (hereafter designated "**My-Sessions**").

1.2 Services

These General Conditions govern any access to any content that is made available on the Platform through the services offered by My-Sessions. My-Sessions is a unique integrated worldwide community platform that allows Users to access to, and purchase directly from a registered photographer with a secure payment online, the photograph(s) or video(s) of You (the "**Pictures**") taken during Your sport sessions. Therefore, the Platform allows You to connect with a registered photographer (the "**Services**"). Services are provided by My-Sessions to You free-of-charge. When Users make or accept a purchase, they are entering into a contract directly with a registered photographer (hereafter designated as the "**Photographer(s)**"). My-Sessions is not and does not become a party or a participant to in any contractual relationship between Users and Photographers, nor is My-Sessions acting as an agent in any capacity for any Users or Photographers, except as expressly specified herein.

1.3 Entire agreement

These General Conditions constitute the entire and exclusive statement of the agreement between You and My-Sessions with respect to its subject matter and supersede all prior communications, understandings, and agreements between You and My-Sessions concerning the subject matter hereof, whether written or oral.

1.4 Modifications

You hereby understand that My-Sessions may modify from time to time certain provisions of the General Conditions. My-Sessions may improve, enhance and modify the Platform and introduce new or modify the Services from time to time. These modifications will be applicable starting from the date of their publication online, which date will be indicated at the end of such General Conditions.

1.5 Applicable conditions

Each transaction made on the Platform by the User is governed by the General Conditions applicable at the date of the transaction between You and a Photographer. Prior to validate Your transaction, You will be requested to read and expressly accept without reserve the General Conditions. By visiting and using the Platform, You commit to comply with the present General Conditions. Users who do not agree to be bound by these General Conditions should not use the Services.

ARTICLE 2. USE OF THE PLATFORM

2.1 Languages

The Platform is available in the English and French languages.

2.2 Age requirement

In order to visit or use the Platform, and make an order on the Platform, You must be at least 18 years old, and be legally competent to contract. By accepting these General Conditions, You acknowledge that You are at least 18 years old and have the right to contract.

2.3 Interruption

You acknowledge that Your access to and use of the Platform may be interrupted from time to time as a result of scheduled maintenance or support operations necessary for the proper functioning of the Platform, the security or integrity of the servers or any other reason within or beyond the control of My-Sessions. My-Sessions reserves the right to suspend the availability of the Platform and therefore to restrict Your access to parts of or all of the Platform and/or remove any content at any time at its sole discretion and without prior notice.

2.4 Creation of a User account and closure

As a condition to using the Platform and having access to the Pictures of Your sport sessions, You are first required to create a user account (Your **“User Account”**) by selecting a password and a username, and providing registration information including a face picture of You, either with Your webcam or by uploading Your portrait (focused on Your face). The face picture You are required to provide must be a recent picture of You. You hereby understand that You will be able to access Pictures of You only to the extent that You have uploaded an authentic picture of You pursuant to the process defined above. The face recognition provides an intuitive identification of any Pictures taken by Photographers where You appear during Your sport session. When creating a User Account, You explicitly authorize My-Sessions to send You notifications (on the Platform or *via* e-mail) of any Pictures of You that are uploaded by Photographers.

You can unsubscribe to Services provided by My-Sessions simply by clicking on the option “Unsubscribe” in Your User Account. In the event of inactivity for a continuous period of three (3) years from Your last connection, My-Sessions reserves the right to disable Your Account within three (3) months following the notification sent to Your email and no reply was given.

Upon closure of Your account, any and all content and information stored on Your Account will be erased by My-Sessions, in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals from the processing of personal data and the free flow of personal data.

You expressly acknowledge that My-Sessions’ liability cannot be sought in any way for any loss or alteration of content or information stored on Your account, which occurred after the deactivation of Your account, regardless of the cause.

You may also use Your Facebook or Google account to use the Services on the Platform, and share the purchased Pictures using Your Facebook or Google account. Accepting My-Sessions’ application through Your Facebook or Google account automatically creates a User Account and opens a session. The e-mail address registered by My-Sessions is the one linked to Your Facebook or Google account.

You understand and acknowledge that Your User Account is strictly personal. You are solely responsible for maintaining the confidentiality of Your password and for any access to the Platform *via* Your User Account. In the event of loss, theft or unauthorised use of the identifiers, please notify My-Sessions immediately and proceed to the change of Your password as soon as possible.

2.5 Your rights and obligations

By creating Your User Account, You grant My-Sessions a non-exclusive, transferable, sub-licensable, royalty-free, revocable and worldwide license to upload, host, use, distribute, run, copy, reproduce or electronically display any and all Pictures of You taken by a Photographer during Your sport session, on the Platform or any other media for the purpose of enabling You to acquire such Pictures of You. My-Sessions is very respectful of the privacy rights of its Users and will not use any Pictures of You without Your prior written consent. Therefore, My-Sessions may, from time to time, expressly request You (on the Platform or *via* e-mail for example) the rights to use, reproduce and electronically display on the Platform or any other digital media the Pictures of You that are uploaded or that You are sharing on the social medias for the purpose of advertising the Services provided on the Platform, with an authorization to sublicense the above rights to a Sport Camp in connection with the promotion of the Services provided on the Platform solely. My Sessions will not use any Pictures of You for commercial purposes. In that case, You acknowledge and consent that such authorizations will be granted, on a worldwide, royalty free basis and without any compensation of any kind to You.

You can terminate this license at any time upon a written notification to My-Sessions, pursuant to Article 4 of these General Conditions. Notwithstanding the above, You understand that, for technical reasons, deleted Pictures may be preserved for a limited period of time in backup copies. In addition, You understand and acknowledge that Pictures that You remove from the Platform may continue to appear if You have shared them *via* Your Facebook or Google account and if they have not been deleted.

Your Pictures will be accessible only by You on the Platform, unless You decide on your own to share Your Pictures on the social medias and except for the aforementioned rights You granted to My-Sessions.

You hereby waive any right that You may have to monetary compensation, or to inspect or approve any of the Pictures, or the advertising or other expressly authorized uses made of the Pictures.

You commit not to use the Platform for any purpose that is unlawful or not contemplated by these General Conditions. My-Sessions reserves the right to suspend or close, in appropriate circumstances, any User Account who repeatedly infringe the terms of these General Conditions.

When registering Your User Account, You commit to provide complete and accurate information. You are responsible for paying any fees that you owe to a Photographer and You acknowledge that Your order may be refused or cancelled if You have not paid a previous order, for any reason whatsoever, or if your payment is rejected.

Without prejudice to the intellectual property rights of My-Sessions or the Photographers, You may share and upload the Pictures You have purchased directly on Your other social media accounts (incl. Facebook, Instagram, Snapchat, Twitter). Your use of these social medias will be governed by and subject to the terms and conditions and privacy policies of such social medias. You understand and agree that My-Sessions does not endorse and is not responsible or liable for the behavior, features, or content of any such social media. You hereby understand and acknowledge that You cannot post any content of any kind on the Platform.

Once You have completed an order and downloaded the Pictures You have bought, You will have the possibility to leave a comment on the Photographer's website, Facebook page or blog. The comment You will leave on the Photographer shall be related to the Picture(s) only and You acknowledge that it is absolutely forbidden to publish on the Platform and on the Photographer's website, Facebook page or blog any content that is violent, sexual explicit, pornographic, or related to political or religious matters and or not aligned with the subject matter of the Platform and My-Sessions' mission.

My-Sessions may from time to time offer trials to You for a limited period. My-Sessions reserves the right, to the extent permitted by the applicable law, to withdraw or to modify a trial at any time without prior notice and with no liability.

ARTICLE 3. PLACING ORDERS

3.1 Pictures sold by Photographers on the Platform

The products sold on the Platform are the Pictures that have been made by a Photographer during Your sport session.

Once You register Yourself through Your User Account, the face recognition will detect and match Your face with the Picture(s) where You appear during Your sport session, and You will receive notifications that will inform You that a pack of Pictures of You is available on the Platform. The pack contains several Pictures of You taken by a same Photographer at the same location during one sport session, being understood that a sport session performed on the morning, then another one on the afternoon may be deemed as two sport sessions subject to separate packs of Pictures.

You may only access to a pack of Pictures of Yourself, within three (3) months from the date they have been uploaded by the Photographer(s) on the Platform. From Your first access to a pack of Pictures in the Platform within the above time frame, You will then have fifteen (15) days to purchase said pack of Pictures.

You are free and responsible for choosing the ones You wish to save. The Pictures are offered in one or several formats and mountings.

The prices of the pack of Pictures is indicated in Euro, including taxes and any shipping fees. The Pictures shall be paid in Euro. You understand and agree that Photographers are solely responsible for setting forth the price list applicable at the moment of Your order.

My-Sessions may offer You a discount that would be applicable after Your first purchase, depending on the quantity of any subsequent packs of Pictures within a limited period. As the case may be, any discount policy will be available on the Platform or notified to You by email.

Upon receipt of a purchase confirmation from My-Sessions, a legally binding agreement is formed between You and a Photographer, subject to any additional terms and conditions of the Photographer that may apply, including in particular the applicable cancellation policy and any other conditions and restrictions. My-Sessions will collect on behalf of Photographer the total fees at the time of the confirmed order or upon the Photographer's confirmation pursuant to the payment terms below. Each User acknowledges and agrees that, notwithstanding the fact that My-Sessions is not a party to the agreement between You and a Photographer, My-Sessions acts as the Photographer's payment collection agent for the limited purpose of accepting payments from You on behalf of the Photographer.

You understand and agree that the Pictures are the physical property of the Photographers until the complete payment of the applicable prices.

3.2 How to make an order?

For making an order, You will need to complete the following steps:

- a)** Identification or, in the case You do not have a User Account at the time of the order, a webpage where You can create a User Account.
- b)** Consultation of the webpage including the Pictures and any information thereof (incl. the price set forth by the Photographer, the place where the Pictures were taken). On this screen You can choose a pack of Pictures, in the support among those available for these Pictures. You must click on « Add to shopping cart » in order to add these Pictures to Your shopping cart.
- c)** Review of the pack of Pictures.
- d)** Page that summarizes Your order and includes information related to the different available payment schemes. On this page, You can choose Your payment schemes according to the payment terms set forth below and to verify the different elements constituting Your order (articles, quantity, mode of delivery, total price). You must ensure that all these elements are in conformity with Your order. Because of the links on this screen, You have the possibility to modify Your order.
- e)** You must afterwards accept the General Conditions and the Privacy Policy prior to complete the payment. The General Conditions are available for reading and for printing through the link « General Terms and Conditions ». By checking the box prior to each order, You expressly accept these General Conditions.
- f)** Prior to finalizing Your order, My-Sessions may request You the rights to use, reproduce, electronically display and distribute on the Platform or any other media the pack of the Pictures You are buying for the purpose of advertising the Services provided on the Platform, with an authorization to sublicense the above rights to a Sport Camp in connection with ads, offers, and other sponsored content that My-Sessions may display across the Platform. In that case, You consent that such authorizations will be granted on a worldwide basis, without any compensation of any kind to You.
- g)** You pay for Your order by the payment scheme You have chosen.
- h)** The contract between You and the Photographer is concluded upon the confirmation of Your payment.
- i)** The Platform sends You a confirmation of Your order by e-mail shortly after the confirmation of Your payment. The time it takes to receive confirmation may depend upon the payment method You select and the payment method provider's processing schedule. My-Sessions may delay or cancel any payment for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation. Once the payment transaction is confirmed and successfully completed by My-Sessions' financial services partner or Your bank, My-Sessions will proceed to the transfer of Your payment to the Photographer's registered bank account.
- k)** The details of Your order will be available on Your User Account.

3.3 Methods of payment and Security of payments

Payment is made via the secure system of payment MangoPay or any other payment schemes that My-Sessions will make available on the Platform.

You are requested to review the general terms and conditions of MangoPay that You can read here: https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf

You are hereby informed that You must accept Mangopay's terms and conditions in order to finalize Your order on the Platform.

My-Sessions does not store any of Your banking data.

You hereby understand that My-Sessions shall not be responsible for any damages caused by MangoPay. The bank information of the User is encrypted (SSL technology, Secure Socket Layer). Your bank information (number of card, expiration date, etc.) is not communicated to My-Sessions or the Photographer. You are solely responsible for the accuracy and completeness of Your payment and bank information. My-Sessions is not responsible for any loss suffered by You as a result of incorrect payment or bank information provided by You.

3.4 Proof of payment

The information registered by the Platform and its payment system constitutes the evidence of the transaction completed between Photographers and the Users.

3.5 Delivery of Your order

You are able to download Your Pictures at any time from the purchase date.

3.6 Right of revocation

Pursuant to Article L.121-21-8 of French Consumer Code, You consent that You cannot cancel Your order for the supply of any content if the delivery/downloading has started upon Your request and acknowledgement that You thereby lose your cancellation right.

3.7 Refunds

If technical problems prevent or unreasonably delay delivery of Pictures, Your exclusive and sole remedy is the refund of the price paid for the order. From time to time, on behalf of Photographer, My-Sessions may refuse a refund request if My-Sessions finds evidence of fraud, refund abuse or other manipulative behaviour that entitles My-Sessions to a corresponding counterclaim.

ARTICLE 4. CUSTOMER SERVICE AND CLAIMS

For any information or question related to the use of or access to the Services available on the Platform, You can contact our customer service by email at support@my-sessions.com. To the extent feasible, we will be happy to give all the information that You wish about Your Pictures and Your order.

ARTICLE 5. FORCE MAJEURE

My-Sessions shall be released from any obligation and shall not be held liable for any damages or remedies in the event of force majeure as defined by the French Civil Code.

The following events are expressly considered as being events of force majeure or fortuitous events, other than those generally agreed by the French Courts: any failure by the energy supplier leading to an interruption of energy supply, any failure of the communication networks that My-Sessions and/or its hosting service providers depend upon, and/or any failure of their replacement networks.

ARTICLE 6. PROTECTION OF PERSONAL DATA

My-Sessions processes some of Your personal data for the Purposes of providing the Services. Such personal data are processed in accordance with the Privacy Policy available at [\[https://my-sessions.com/privacy.pdf\]](https://my-sessions.com/privacy.pdf) which You are required to review and accept prior to the finalization of any transaction.

ARTICLE 7. WARRANTIES AND LIABILITIES

My-Sessions uses reasonable efforts to provide correct and updated information on the Platform. My-Sessions reserves the right to modify any such information at all times and without advance notice. My-Sessions cannot guarantee at all times the accuracy and completeness of the information available on the Platform. My-Sessions decline all liability for any interruption of the Platform, any bug, any inaccuracy or incompleteness regarding any information available on the Platform, and any damages resulting from any fraudulent intrusion by a third party leading to a modification of such information.

This Platform can contain links to other websites. My-Sessions cannot be held responsible for any issue of access or for any content of such websites. My-Sessions will not be liable for damages resulting from the impossibility to use the Platform.

My-Sessions will use reasonable efforts to keep the Platform operational. However, certain technical issues or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, My-Sessions reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platform, with or without notice, all without liability to You, except where prohibited by law, for any interruption, modification, or discontinuation of the Platform or any function or feature thereof. You understand, agree, and accept that My-Sessions has no obligation to maintain, support, upgrade, or update the Platform, or to provide all or any specific content through the Platform. This section will be enforced to the extent permissible by applicable law.

7.1 Warranty and disclaimer

My-Sessions ENDEAVOURS ITS BEST EFFORTS TO PROVIDE THE BEST SERVICE IT CAN, BUT YOU UNDERSTAND AND AGREE THAT THE PLATFORM AND ANY SERVICES OR PRODUCTS PROVIDED VIA THE PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE PLATFORM VOLUNTARILY AND AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, My-Sessions AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER My-Sessions NOR ANY OWNER OF CONTENT WARRANTS THAT THE USE OF THE PLATFORM IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, My-Sessions MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY UPLOADED PICTURES, THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT My-Sessions IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND PHOTOGRAPHER OR BETWEEN YOU AND THIRD PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE PLATFORM. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR

INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM THE PLATFORM SHALL CREATE ANY WARRANTY ON BEHALF OF My-Sessions IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

7.2 Limitation

My-Sessions HAS NO CONTROL OVER AND DOES NOT GUARANTEE (I) THE EXISTENCE, QUALITY, OR SUITABILITY OF ANY PICTURES OR OTHER CONTENT ON THE PLATFORM, OR (II) THE PERFORMANCE OR CONDUCT OF ANY PHOTOGRAPHER OR USER ON THE PLATFORM. My-Sessions DOES NOT ENDORSE ANY PHOTOGRAPHER.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE PLATFORM AND ANY SERVICES OR PRODUCTS PROVIDED ON THE PLATFORM IS TO UNINSTALL MYSESSION'S APPLICATION AND TO STOP USING THE PLATFORM. WHILE My-Sessions ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO THE PLATFORM, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER My-Sessions NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR PICTURES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE GENERAL CONDITIONS, (II) FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR PICTURES, (III) FROM ANY COMMUNICATIONS OR INTERACTIONS WITH OTHER MEMBERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT My-Sessions HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ARTICLE 8. INTELLECTUAL PROPERTY

8.1 Ownership of the Pictures

The Photographers are the owner of any intellectual property right in the Pictures, including the right of reproduction and communication to the public. Their authorization is necessary for all exploitation of these rights. Subject to the payment of the applicable order, You are granted with the a non-exclusive, royalty-free, revocable, transferable and worldwide right to use the Pictures solely for personal and non-commercial uses in compliance with this Agreement. Your rights include the right to upload, copy, reproduce and electronically display the Pictures on any social media. For clarity, with a personal and

non-commercial license, You are allowed to exercise the aforementioned rights for educational purposes including on the equipment of a Sport Camp for any special events dedicated to Your sport session.

8.2 Ownership of the Platform

All the elements of the Platform, including the interface, the images, illustrations, texts, photographs, logos, the design, the applications and software included in the Platform may be subject to author's rights, trademark rights, design and model rights and other intellectual property rights hold by My-Sessions or its licensors. Any use of the Platform or any of the Platform's element, including but not limited to the reproduction, the communication to the public, the modification, the adaptation, the translation is strictly forbidden, unless with the written consent of My-Sessions.

ARTICLE 9. FEEDBACK

My-Sessions welcomes and encourages You to provide feedback, comments and suggestions for improvements to the Platform ("**Feedback**"). You may submit Feedback by emailing My-Sessions, through the email at support@my-sessions.com. Any Feedback You submit to My-Sessions will be considered non-confidential and non-proprietary to You. By submitting Feedback to My-Sessions, You grant My-Sessions a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to You.

ARTICLE 10. THIRD PARTY APPLICATION

The Platform is integrated with third party applications, website, and services ("**Third Party Applications**") to make available content, products, and/or services to You. These Third Party Applications may have their own terms and conditions of use and privacy policies and Your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that My-Sessions does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

ARTICLE 11. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD My-Sessions HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF: (1) YOUR BREACH OF THESE GENERAL CONDITIONS; (2) ANY CONTENT OR COMMENT YOU MAY POST; (3) ANY ACTIVITY IN WHICH YOU ENGAGE ON OR THROUGH THE PLATFORM; AND (4) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL My-Sessions' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL CONDITIONS AND YOUR USE OF THE PLATFORM INCLUDING, BUT NOT LIMITED TO, FROM YOUR ORDER OF ANY PICTURES VIA THE PLATFORM, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR PICTURES, EXCEED ONE HUNDRED (100) EUROS. YOU UNDERSTAND AND RECOGNIZE THAT THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS FOR My-Sessions AND YOU. ANY ADDITIONAL LIABILITY OF My-Sessions IS EXCLUDED, TO THE EXTENT PERMITTED BY LAWS.

ARTICLE 12. ASSIGNMENT

My-Sessions may assign the General Conditions or any part of them, and My-Sessions may delegate any of its obligations under the General Conditions. You may not assign the General Conditions or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

ARTICLE 13. MEDIATION

This article is only applicable to the Users having their residence within the European Economic Area (“EEA”) who use the Services as a consumer and away from any business activity, to the exclusion of the Users using the Services as a professional.

In the event of a dispute relating to these General Conditions, any consumer has the right to use a consumer mediator, free of charge, in accordance with the provisions of Article L.612-1 of the Consumer Code, prior to initiate any legal action before the competent courts.

For that purpose, You can access the European Commission’s online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>.

ARTICLE 14. JURISDICTION

The General Conditions are governed by French law, excluding any conflict of law rules.

In case of any dispute arising out of or in connection with the General Conditions, the parties agree to seek an amicable resolution through mediation. If the parties have not resolved the dispute or claim within thirty (30) days after the one-day, non-binding mediation, either party may begin litigation proceedings. Notwithstanding the foregoing, nothing in this Article 13 shall prevent a party from seeking preliminary injunctive relief from a court of competent jurisdiction in accordance with this article.

Any dispute that may arise out of or in connection with the present General Conditions, including without limitation the validity, formation, interpretation, performance, construction, termination or expiration of the contract that cannot be settled amicably shall be referred to the exclusive jurisdiction of the competent courts of Paris, France, including in case of defendants, contribution or guarantee claims or any third party proceedings and/or summary proceedings.

You hereby understand and agree that in case of dispute between You and any Photographer, the aforementioned governing law/jurisdiction provisions will not apply.

Updated on May 24, 2020.

GENERAL TERMS AND CONDITIONS (Photographer)

ARTICLE 1. SCOPE

1.1 Parties

The general conditions of use of the platform www.my-sessions.com defined below (hereafter designated as the "**General Conditions**") govern the contractual relationships between each photographer using the platform www.my-sessions.com and its application program interfaces (hereafter respectively designated as the "**Photographer** or "**You**" and the "**Platform**") and the company My-Sessions with a share capital of 5000 Euro, whose head offices are located at 68, rue de Clignancourt, 75018, Paris, France, and registered at the Paris Trade and Companies Register under number 841834906 (hereafter designated "**My-Sessions**").

1.2 Services

These General Conditions govern any upload of, access to and sale of any content that is made available on the Platform through the services offered by My-Sessions. My-Sessions is a unique integrated worldwide community platform that allows You to make accessible and sell directly to users of the Platform (the "**Users**") with a secure online payment, the photograph(s) or video(s) of Users that You have taken during User's sport session(s) (the "**Pictures**"). The Platform uses a face recognition that provides an intuitive identification of any Pictures taken by Photographers where a User appear during his/her sport session. Therefore, the Platform allows You (a) to upload the Pictures to the Platform; (b) to connect with a User and (b) to offer for sale the Pictures to Users (the "**Services**"). When Users make or accept a purchase, they are entering into a contract directly with You. My-Sessions is not and does not become a party or a participant to in any contractual relationship between Users and Photographers, nor is My-Sessions acting as an agent in any capacity for any Users or Photographers, except as expressly specified herein. You acknowledge and agree that, as a Photographer, You are responsible for Your own acts and omissions. You acknowledge and agree that, notwithstanding the fact that My-Sessions is not a party to the agreement between You and the Users, My-Sessions will act on Your behalf solely for the limited purpose of accepting sums from Users purchasing Your Pictures. For improving the Services, My-Sessions may offer You, from time to time, test platform or application in a beta version for a limited period. My-Sessions reserves the right, to the extent permitted by the applicable law, to withdraw or to modify a test platform or application, at any time, without prior notice and with no liability.

1.3 Entire agreement

These General Conditions constitute the entire and exclusive statement of the agreement between You and My-Sessions with respect to its subject matter and supersede all prior communications, understandings, and agreements between You and My-Sessions concerning the subject matter hereof, whether written or oral.

1.4 Modifications

My-Sessions may improve, enhance and modify the Platform and introduce new or modify the Services from time to time. Accordingly, and in order to reflect such changes, You hereby understand and acknowledge that My-Sessions may modify from time to time certain provisions of the General Conditions. These modifications will be applicable starting from the date of their publication online, which date will be indicated at the end of such General Conditions.

1.5 Applicable conditions

Each sale of Pictures made on the Platform is governed by the General Conditions applicable at the date of the transaction between You and a User. Prior to upload and to offer for sale the Pictures on the Platform, You will be requested to read and expressly accept without reserve these General Conditions. By visiting and using the Platform, You acknowledge that You have read and You accept the General Conditions, and You commit to comply with these General Conditions. Photographers who do not agree to be bound by these General Conditions should not use the Services.

ARTICLE 2. USE OF THE PLATFORM

2.1 Languages

The Platform is available in the English and French languages.

2.2 Requirements for using the Platform

In order to use the Platform, You must be at least 18 years old, and be legally competent to contract. You must also act in Your professional capacity as a legal entity under private law, or physical person in Your professional capacity, excluding people acting in their capacity as consumers. By accepting these General Conditions, You acknowledge that You are at least 18 years old and have the right to contract, and You are acting as a professional.

2.3 Interruption

You acknowledge that Your access to and use of the Platform may be interrupted from time to time as a result of scheduled maintenance or support operations necessary for the proper functioning of the Platform, the security or integrity of the servers or any other reason within or beyond the control of My-Sessions. My-Sessions reserves the right to suspend the availability of the Platform and therefore to restrict Your access to parts of or all of the Platform and/or remove any content at any time at its sole discretion and without prior notice.

2.4 Creation of a Photographer account and closure

Registration is free of charge.

As a condition of using the Platform and offering for sale the Pictures to Users, You are first required to create a photographer account (Your “**Photographer Account**”) by selecting a password and a username, and providing registration information including Your first name, last name, email and contact details.

When registering Your Photographer Account, You commit to provide complete and accurate information. In the event of any change, You must update the information as soon as possible.

You may also use Your Facebook or Google account to use the Services on the Platform. Accepting My-Sessions’ application through Your Facebook or Google account automatically creates a Photographer Account and opens a session. The e-mail address registered by My-Sessions will be the one linked to Your Facebook or Google account.

You can unsubscribe to the Services provided by My-Sessions simply by clicking on the option “Unsubscribe” in Your Photographer Account. In the event of inactivity for a continuous period of three (3) years from Your last connection, My-Sessions reserves the right to disable Your Account within three (3) months following the notification sent to Your email and no reply was given.

Upon closure of Your account, any and all content and information stored on Your Account will be erased by My-Sessions, in accordance with the provisions of the Regulation (EU) 2016/679 of the

European Parliament and the Council of 27 April 2016 on the protection of individuals from the processing of personal data and the free flow of personal data.

You expressly acknowledge that My-Sessions' liability cannot be sought in any way for any loss or alteration of content or information stored on Your account, which occurred after the deactivation of Your account, regardless of the cause.

You understand and acknowledge that Your Photographer Account is strictly personal. You are solely responsible for maintaining the confidentiality of Your password and for any access to the Platform *via* Your Photographer Account. In the event of loss, theft or unauthorised use of the identifiers, please notify My-Sessions immediately and proceed to the change of Your password as soon as possible.

2.5 Your rights and obligations

When creating a Photographer Account;

- You explicitly authorize My-Sessions to send You notifications (on the Platform or *via* e-mail) with respect to Services provided hereunder;
- You warrant that You are authorized to conduct Your business and will remain in full compliance with all applicable laws and regulations to the extent such laws and regulations relate to Photographer's performance, hereunder;
- You warrant that You have all right, title and interest in and to the Pictures and You have obtained all intellectual property rights, authorisations and other consents required to offer or provide any Pictures on the Platform.

You assume editorial responsibility for use of the Services on the Platform. You are solely responsible for the quality, lawfulness and relevance of the Pictures and any data You transmit for use of the Services.

You commit not to use the Platform for any purpose that is unlawful or not contemplated by these General Conditions. My-Sessions reserves the right to suspend or close, in appropriate circumstances, any Photographer Account who repeatedly infringe the terms of these General Conditions or to delete from its servers, without limitation, any material or content that is unlawful, harmful, threatening, defamatory, obscene or harassing, including in the case where a third party or a competent authority has informed My-Sessions of such an illegal use of the Platform.

You agree to notify My-Sessions immediately if a User improperly contacts You or suggests making or receiving payments outside of the Platform.

Once a User has completed an order and downloaded the purchased Pictures, User will have the possibility to leave a comment on the Your website, Facebook page or blog. The comment User may leave on You will be related to the Picture(s) only.

You acknowledge and agree that a substantial portion of the compensation My-Sessions receives for making the Services available to You is collected through the intermediation fee described in Article 4.2 *Intermediation Fees*. My-Sessions only receives this intermediation fee when You receive payments from Users for Picture(s) through the Platform.

ARTICLE 3. PICTURES MADE AVAILABLE THROUGH THE PLATFORM

3.1 Upload of Pictures to the Platform

You may upload the Pictures to the Platform through Your Photographer Account.

You are free and responsible for choosing the Pictures You wish to upload provided that You must make available a pack of Pictures, containing several Pictures of one User taken during one sport session at the same location, being understood that a sport session performed on the morning, then another one on the afternoon may be deemed as two sport sessions subject to separate packs of Pictures. The Pictures may be offered in one or several formats.

When You upload the Pictures, You must indicate the country and the spot where the Pictures have been taken, the date and price of the pack of Pictures in Euro. The Platform will automatically calculate the applicable taxes.

You understand and agree that You are solely responsible for setting forth the price at the moment of the uploading.

You agree and acknowledge that My-Sessions may offer to the Users a discount that would be applicable after a its first purchase of Pictures, depending on the quantity of any subsequent packs of Pictures said User would buy, within a limited period. Such discount will be deducted from the total price set forth for the whole packs of Pictures. As the case may be, any discount policy will be available on the Platform or notified to You by email. By accepting these General Conditions, You must accept any discount policy on the Platform. You acknowledge and agree that the applicability of discounts on the total price does not of itself makes My-Sessions a party to the legal purchase agreement between You and Users.

3.2 User's orders

Once You have uploaded the Picture(s), the face recognition will detect and match User faces with the Picture(s) where Users appear during their sport session. My-Sessions will send notifications to identified Users informing them a pack of Pictures of them is available on the Platform.

Users may only access to a pack of Pictures of themselves within three (3) months from the date Users have been notified of the uploading of such pack of Pictures by You on the Platform. Notwithstanding the above, once Users have visualized this pack of Pictures, they will be able to purchase it within ten (10) days only from Users first access to such pack of Pictures in the Platform. My-Sessions will send Users a kind reminder to inform them that they have fifteen (15) days left before the Pictures are removed from the Platform.

My-Sessions will send You a notification by email upon receipt of a purchase confirmation and then a legally binding agreement will be entered into by and between You and a User. You may apply any additional terms and conditions with respect to the purchase of Your Pictures, provided that such terms and conditions shall not conflict with these General Conditions.

3.3 Invoices and Payment from Users for the Orders

Payment is made via the secure payment platform MANGOPAY and any other payment schemes that My-Sessions will make available on the Platform.

By using the Platform, You are informed that You must accept the MANGOPAY PAYMENT SERVICES FRAMEWORK CONTRACT available here:

https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf

You agree and acknowledge that You must create Your own account through MANGOPAY for receiving sums from Users related to Pictures sold on the Platform, according to any information that MANGOPAY may require to You (hereafter, "**Wallet**"). After successful creation of Your Wallet, this latter will be accessible through the Platform.

The funds made by the User for purchasing the Pictures are temporally deposited in Your Wallet.

You agree and acknowledge that payment is made after deduction of any discount price according to the discount policy available on the Platform and the Intermediation fees determined in accordance with Article 4 below.

Please note that third party payment service providers may charge You additional fees when processing payments in connection with the transaction between You and Users, and My-Sessions is not responsible for any such fees and disclaims all liability in this regard.

Once the payment transaction is confirmed and successfully completed by My-Sessions' financial services partner or Users' banks, the amounts owed for the purchased Pictures will be transferred to Your Wallet. You are solely responsible for the accuracy and completeness of Your bank information. My-Sessions is not responsible for any loss suffered by You as a result of incorrect bank information provided by You.

The time it takes to receive confirmation may depend upon the payment method Users select and the payment method provider's processing schedule.

My-Sessions may delay or cancel any payment for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

Payment is usually made to Your Wallet within forty-five (45) days upon the User' confirmed purchase of Your Pictures.

You agree and acknowledge that You are able to transfer the payment from Your Wallet to Your bank account, up to a monthly capped amount set forth by MANGOPAY depending on whether You are acting as a professional or not.

You are hereby informed that effective payments are subject to the issuance of the corresponding invoices in accordance with the applicable laws and regulations. You are solely responsible for compliance with Your invoice obligations. You will be required to provide the following information (without limitation):

- Your name and address;
- VTA number (as the case may be);
- Invoice date;
- Invoice number (with a chronological and continue sequence);
- Quantity of Pictures;
- Unit price without VAT;
- VAT or if applicable, the VAT exemption;
- Discounts;
- Transaction date, if different from the invoice date;
- Total amount with and without VAT.

3.4 Taxes

You are solely responsible for determining Your obligations to report, collect, and remit any applicable VAT or other indirect sales taxes or income taxes with respect to any transaction between You and Users and for compliance with Your tax obligations.

You remain fully responsible and liable towards the applicable tax authorities for the fulfillment of Your invoicing obligations, especially from a VAT standpoint.

3.5 Proof of payment

The information registered by the Platform and its payment system constitutes the evidence of the transaction completed between You and Users.

ARTICLE 4. APPOINTMENT OF My-Sessions AS LIMITED PAYMENT COLLECTION AGENT

4.1 Appointment of My-Sessions

My-Sessions serves as Your limited authorized agent for the sole purpose of accepting payments from Users on Your behalf when You receive payment for services provided via the Platform.

Therefore, You hereby appoints My-Sessions as Your payment collection agent solely for the limited purpose of accepting amounts from Users purchasing the Pictures.

You agree that payment made by Users through the Platform shall be considered the same as a payment made directly to You.

You agree that My-Sessions may refund Users on Your behalf in the event that Pictures contain any content that is unlawful, harmful, threatening, defamatory, obscene or harassing, or inappropriate.

My-Sessions, third-party financial service providers, or any administrative or judicial authority may make inquiries it considers necessary to help verify or check Your identity or prevent fraud. For that purpose, You undertake to assist My-Sessions and the aforementioned third parties and to provide any identity or other necessary information to comply with anti-money laundering regulations. This may include (i) asking You to provide a form of government identification (e.g., driver's license or passport), Your date of birth, Your address, and other information; (ii) requiring You to take steps to confirm ownership of your email address; or (iii) attempting to screen Your information against third-party databases. My-Sessions reserves the right to close, suspend, or limit access to the payment in the event it is unable to obtain or verify any of this information.

4.2 Intermediation fees for Services provided to You

In consideration of the Services provided to You, My-Sessions will charge You intermediation fees including any applicable taxes related to such Services.

Any intermediation fees (including any applicable service taxes) will be set-up before You publish the pack of Pictures into the Platform. My-Sessions reserves the right to change the intermediation fees at any time, and will provide You an adequate notice of any fee changes before they become effective. Such fee changes will not affect any orders made prior to the effective date of the fee change.

The applicable intermediation fees including any applicable service taxes are collected by My-Sessions and will be deducted from the relevant User's purchase order before remitting You Your payout. Intermediation fees are not refundable.

ARTICLE 5. SUPPORT SERVICE AND CLAIMS

For any information or question related to the use of or access to the Services available on the Platform, You can contact our service by email at support@my-sessions.com.

ARTICLE 6. FORCE MAJEURE

My-Sessions shall be released from any obligation and shall not be held liable for any damages or remedies in the event of force majeure as defined by the French Civil Code.

The following events are expressly considered as being events of force majeure or fortuitous events, other than those generally agreed by the French Courts: any failure by the energy supplier leading to an interruption of energy supply, any failure of the communication networks that My-Sessions and/or its hosting service providers depend upon, and/or any failure of their replacement networks.

ARTICLE 7. PROTECTION OF PERSONAL DATA

My-Sessions processes some of Your personal data for the purposes of providing the Services. Such personal data are processed in accordance with the Privacy Policy available at [\[https://my-sessions.com/privacy.pdf\]](https://my-sessions.com/privacy.pdf) which You are required to review and accept prior to the finalization of any transaction. By checking the box prior to finalize the creation of Your Photographer Account You expressly accept such Privacy Policy.

ARTICLE 8. WARRANTIES AND LIABILITIES

My-Sessions uses reasonable efforts to provide correct and updated information on the Platform. My-Sessions reserves the right to modify any such information at all times and without advance notice. My-Sessions cannot guarantee at all times the accuracy and completeness of the information available on the Platform. My-Sessions decline all liability for any interruption of the Platform, any bug, any inaccuracy or incompleteness regarding any information available on the Platform, and any damages resulting from any fraudulent intrusion by a third party leading to a modification of such information.

This Platform can contain links to other websites. My-Sessions cannot be held responsible for any issue of access or for any content of such websites. My-Sessions will not be liable for damages resulting from the impossibility to use the Platform.

My-Sessions will use reasonable efforts to keep the Platform operational. However, certain technical issues or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, My-Sessions reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platform, with or without notice, all without liability to You, except where prohibited by law, for any interruption, modification, or discontinuation of the Platform or any function or feature thereof. You understand, agree, and accept that My-Sessions has no obligation to maintain, support, upgrade, or update the Platform, or to provide all or any specific content through the Platform. This section will be enforced to the extent permissible by applicable law.

8.1 Warranty and disclaimer

My-Sessions ENDEAVOURS ITS BEST EFFORTS TO PROVIDE THE BEST SERVICE IT CAN, BUT YOU UNDERSTAND AND AGREE THAT THE PLATFORM AND ANY SERVICES OR PRODUCTS PROVIDED VIA THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE PLATFORM VOLUNTARILY AND AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, My-Sessions AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER My-Sessions NOR ANY OWNER OF CONTENT WARRANTS THAT THE USE OF THE PLATFORM IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, My-Sessions MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY UPLOADED PICTURES, THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT

OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT My-Sessions IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND USERS OR BETWEEN YOU AND THIRD PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE PLATFORM. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM THE PLATFORM SHALL CREATE ANY WARRANTY ON BEHALF OF My-Sessions IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

8.2 Limitation

My-Sessions HAS NO CONTROL OVER AND DOES NOT GUARANTEE (I) THE EXISTENCE, QUALITY, OR SUITABILITY OF ANY PICTURES OR OTHER CONTENT ON THE PLATFORM, OR (II) THE PERFORMANCE OR CONDUCT OF ANY PHOTOGRAPHER OR USER ON THE PLATFORM. My-Sessions DOES NOT ENDORSE ANY PHOTOGRAPHER.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE PLATFORM AND ANY SERVICES OR PRODUCTS PROVIDED ON THE PLATFORM IS TO UNINSTALL MYSESSION'S APPLICATION AND TO STOP USING THE PLATFORM. WHILE My-Sessions ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO THE PLATFORM, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER My-Sessions NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR PICTURES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE GENERAL CONDITIONS, (II) FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR PICTURES, (III) FROM ANY COMMUNICATIONS OR INTERACTIONS WITH OTHER MEMBERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT My-Sessions HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ARTICLE 9. INTELLECTUAL PROPERTY

9.1 License Grant to My-Sessions

By posting, uploading or otherwise transferring the Pictures to the Platform, You grant My-Sessions an exclusive, transferable, sub-licensable, royalty-free and fully paid up, revocable and worldwide license to upload, host, use, distribute, run, copy, reproduce and electronically display any and all Pictures, on the Platform or any other media for the purpose of:

- Enabling You to use the Services;
- Advertising the Services provided on the Platform, with an authorization to sublicense the above rights to a Sport Camp in connection with the promotion of the Services provided on the Platform solely, provided the Pictures are attributed to You in accordance with the credits based on information provided by You (i.e. username, profile picture, photo title, descriptions, tags, and other accompanying information) if any and as appropriate.

The above license will exist for the period during which the Pictures are posted on the Platform and will automatically terminate upon the removal of such Pictures from the Platform or Your ownership assignment to Users.

Notwithstanding the above, You understand that, for technical reasons, deleted Pictures may be preserved for a limited period of time in backup copies.

9.2 Assignment of rights to Users

Subject to the payment made by Users under the applicable order, You hereby assign to User(s) the non-exclusive, royalty-free, irrevocable, transferable and worldwide right to use the Pictures solely for its/their personal and non-commercial uses in compliance with this Agreement, except that You retains the right to use the Pictures for self-promotion such as in a portfolio. The assigned right includes the right to upload, copy, reproduce and electronically display the Pictures, with any retouching, adaptation or alteration of the Pictures, on any social media. For clarity, with a personal and non-commercial purposes, Users are allowed to exercise the aforementioned rights for educational purposes including on the equipment of a Sport Camp for any special events dedicated to their sport session. The above rights are assigned subject that Users credit You.

9.3 Ownership of the Platform

All the elements of the Platform, including the interface, the images, illustrations, texts, photographs, logos, the design, the applications and software included in the Platform may be subject to author's rights, trademark rights, design and model rights and other intellectual property rights hold by My-Sessions or its licensors. Any use of the Platform or any of the Platform's element, including but not limited to the reproduction, the communication to the public, the modification, the adaptation, the translation is strictly forbidden, unless with the written consent of My-Sessions.

ARTICLE 10. FEEDBACK

My-Sessions welcomes and encourages You to provide feedback, comments and suggestions for improvements to the Platform ("**Feedback**"). You may submit Feedback by emailing My-Sessions, through the email at support@my-sessions.com. Any Feedback You submit to My-Sessions will be considered non-confidential and non-proprietary to You. By submitting Feedback to My-Sessions, You grant My-Sessions a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to You.

ARTICLE 11. THIRD PARTY APPLICATION

The Platform is integrated with third party applications, website, and services ("**Third Party Applications**") to make available content, products, and/or services to You. These Third Party Applications may have their own terms and conditions of use and privacy policies and Your use of these Third Party Applications will be governed by and subject to such terms and conditions and

privacy policies. You understand and agree that My-Sessions does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

ARTICLE 12. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD My-Sessions HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF: (1) YOUR BREACH OF THESE GENERAL CONDITIONS; (2) ANY CONTENT OR COMMENT YOU MAY POST; (3) ANY ACTIVITY IN WHICH YOU ENGAGE ON OR THROUGH THE PLATFORM; AND (4) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL My-Sessions' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL CONDITIONS AND YOUR USE OF THE PLATFORM INCLUDING, BUT NOT LIMITED TO FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR PICTURES, EXCEED ONE HUNDRED (100) EUROS. YOU UNDERSTAND AND RECOGNIZE THAT THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS FOR My-Sessions AND YOU. ANY ADDITIONAL LIABILITY OF My-Sessions IS EXCLUDED, TO THE EXTENT PERMITTED BY LAWS.

ARTICLE 13. ASSIGNMENT

My-Sessions may assign the General Conditions or any part of them, and My-Sessions may delegate any of its obligations under the General Conditions. You may not assign the General Conditions or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

ARTICLE 14. MEDIATION

This article is only applicable to the Photographers having their residence within the European Economic Area ("EEA") who use the Services as a consumer and away from any business activity, to the exclusion of the Photographers using the Services as a professional.

In the event of a dispute relating to these General Conditions, any consumer has the right to use a consumer mediator, free of charge, in accordance with the provisions of Article L.612-1 of the Consumer Code, prior to initiate any legal action before the competent courts.

For that purpose, You can access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>.

ARTICLE 15. JURISDICTION

The General Conditions are governed by French law, excluding any conflict of law rules.

In case of any dispute arising out of or in connection with the General Conditions, the parties agree to seek an amicable resolution through mediation. If the parties have not resolved the dispute or claim within thirty (30) days after the one-day, non-binding mediation, either party may begin litigation proceedings. Notwithstanding the foregoing, nothing in this Article 14 shall prevent a party from seeking preliminary injunctive relief from a court of competent jurisdiction in accordance with this article.

Any dispute that may arise out of or in connection with the present General Conditions, including without limitation the validity, formation, interpretation, performance, construction, termination or expiration of the contract that cannot be settled amicably shall be referred to the exclusive jurisdiction

of the competent courts of Paris, France, including in case of defendants, contribution or guarantee claims or any third party proceedings and/or summary proceedings.

You hereby understand and agree that in case of dispute between You and any Photographer, the aforementioned governing law/jurisdiction provisions will not apply.

Updated on May 24, 2020.

GENERAL RULES FOR DISSEMINATION OF THE PICTURES

My-Sessions is a unique integrated worldwide community platform (the “**Platform**”) that allows photographers (the “**Photographers**”) to make accessible and sell directly to users of the Platform (the “**Users**”) with a secure online payment, the photograph(s) or video(s) of Users that Photographers have taken during User’s sport session(s) (the “**Pictures**”). The Platform uses a face recognition that provides an intuitive identification of any Pictures taken by Photographers where a User appear during his/her sport session.

The purpose of the information below is to provide the terms relating to the dissemination and the ranking rules of the Pictures on the Platform.

1. WHO CAN PUBLISH PICTURES?

As a registered member of the Platform, and subject to the compliance of the conditions below, any Photographer, professional or not, can upload and publish Pictures on the Platform.

There is no restriction, except to comply with General terms that are applicable to the Platform.

When Photographers upload Pictures, the following information must be provided:

- Date the Pictures were taken
- Spot or location the Pictures were taken (including the country)
- Name of the Photographer
- The pictures price the User will have to pay for the Pictures
- A face picture of the person on the Pictures

Pictures are automatically published immediately upon the clic on the publication button.

Each Photographer acknowledges that it is solely responsible for the content it posts on the Platform. As a result, each Photographer declares and warrants the Pictures complies with the General Terms of the Platform as well as the accuracy of any information relating to the Pictures.

The published Pictures will be visible to Users that are members on the Platform through the face recognition tool.

2. CAN My-Sessions DELETE PHOTOGRAPHER’S ACCOUNTS AND/OR PICTURES?

My-Sessions reserves the right, at its sole discretion and without notice, not to publish or withdraw, at any time, any Picture that violates applicable laws, the General Terms or that is potentially harmful, inappropriate or unacceptable to My-Sessions, its members or third parties.

Each Photographer thus refrains from uploading, without being limited:

- Pornographic, obscene, indecent, offensive or inappropriate content;
- Infringing content in the image of a third party;
- False or deceptive content that promotes or promotes illegal, fraudulent or deceptive activities;
- And more generally any content that could infringe the rights of third parties or be harmful to third parties in any way and in any form.

In such case, the Photographer will be informed of the grounds of the non-publication. My-Sessions will investigate and review the Pictures to verify they comply with the acceptance criteria of the Platform.

Photographer's accounts can be also temporarily deactivated or suspended during My-Sessions' account review if a violation is reported in accordance with the General Terms. My-Sessions can take any action that it deems appropriate.

If a Photographer's account is deactivated or suspended, any future and pending orders may be cancelled.

3. HOW THE PICTURES' ARE DISSEMINATED?

The purpose of the My-Sessions ranking rules is simple: to match Users with the Pictures taken by Photographers, the Platform uses a face recognition tool. Users can only access to Pictures of him.

By default, the Pictures are shown based on the files name of the sport session, in alphabetic order.

This is not possible for a Photographer to pay My-Sessions for its Pictures to be better ranked in search results.

Last update: July 2020