

General Conditions of Use

GEONAUTE ACCOUNT*

FOREWORD

These conditions are concluded exclusively between the company DECATHLON, société anonyme (limited company) with executive and supervisory boards and share capital of €10,250,000, registered with RCS Lille under the number 306 138 900, with registered offices located at (59650) 4 Bd de Mons 59650 Villeneuve d'Ascq (**FRANCE**), hereinafter referred to as "GEONAUTE", and any individual hereinafter referred to as the "User" and collectively as "Parties".

The User declares to be over the age of 18 or have the permission of a parent or guardian and have the legal capacity to enter into a contract.

The Parties agree that their relationship will be exclusively governed by these general conditions which are accepted by the User when creating their Account. These terms and conditions may be subject to change, in which case it is understood that the applicable terms are those which are currently in effect at the time of using the GEONAUTE ACCOUNT. It is therefore the responsibility of the user to regularly consult them. The online publication date of these conditions amounts to the date of implementation.

Article 1: GEONAUTE ACCOUNT CREATION

1.1 What is GEONAUTE ACCOUNT for?

GEONAUTE ACCOUNT enables the retrieval and storage of certain information relating to the sporting practice of the user (hereinafter "sports data"). Sports data collected by GEONAUTE ACCOUNT can be accessed and used by the user on Oxylane network websites and mobile applications specifically chosen by the user. It is to be understood that these sites or applications, whose role is to allow the User to benefit from personalised tracking of their sporting practice, would not be able to publish sports data or access it without GEONAUTE ACCOUNT. It is also specified that without these sites or applications, data collected and stored by GEONAUTE ACCOUNT would not be able to be used by the user.

1.2 How do I create my profile on GEONAUTE ACCOUNT?

To create a profile, the user visits one of the Oxylane network websites using the GEONAUTE ACCOUNT database. The site sends the User directly to the "GEONAUTE ACCOUNT" form. The user clicks on the "Create account" tab and enters the information necessary to create the account: e-mail, name, surname, gender, date of birth, language and password. The information is confirmed by clicking on the button "Create my account". This confirmation is followed by acceptance of these general conditions of use. Following this confirmation, the user receives an e-mail containing an internet link. The user then clicks on the link to activate the account.

The user can also create a GEONAUTE ACCOUNT account through the "Facebook Connect" feature by clicking on the Facebook logo on GEONAUTE ACCOUNT. This link takes the user directly to the Facebook site so that they can agree to share their personal data with GEONAUTE ACCOUNT. In this case, the user does not need to enter the data necessary to create an account. They must, however, accept these general conditions of use.

Article 2: USING GEONAUTE ACCOUNT

2.1 What data can be shown on GEONAUTE ACCOUNT?

Several categories of data can be collected through GEONAUTE ACCOUNT. They vary according to the sport practised by the user and the device they use. The data that can be collected and stored by GEONAUTE ACCOUNT includes, but is not limited to, the following: exercise time, distance travelled, speed, number of steps, route taken, speed of service, number of forehands, number of backhands, number of pool lengths, heart rate, height, weight, etc.

Users are advised that the nature of the sports data collected on GEONAUTE ACCOUNT is likely to change in accordance with products and mobile applications developed by Oxylane Group.

2.2 How do I submit my sports data to GEONAUTE ACCOUNT?

The User's sports data can be shown on GEONAUTE ACCOUNT through the following means:

1. Transmission of data collected by Oxylane group brands' electronic products that are compatible with ONconnect software. Users are advised that the installation of ONconnect software on their computer (mac or pc) is essential if they wish to enter sports data on GEONAUTE ACCOUNT in this way. Users are advised that the use of electronic products by a third party may have the effect of distorting the personalisation of sports data transmitted to GEONAUTE ACCOUNT.
2. Transmission of data collected by mobile applications developed by the Oxylane Group. For this type of transmission, users are advised that possession of a mobile phone that is compatible with such applications is essential and that communications costs for the transmission of data remains the responsibility of the user. Users are advised that if a third party uses the mobile phone this may have the effect of distorting the personalisation of sports data transmitted to GEONAUTE ACCOUNT. Finally, the user acknowledges that the use of these applications is to be carried out in accordance with these general conditions of use.
3. Manual data transmission by the user on selected sites that allow this type of transmission. Users are advised that GEONAUTE ACCOUNT cannot, in this case, ensure the accuracy of data provided by the User.

2.3 Who has access to my sports data?

Sports data can be accessed by Oxylane group sites that are compatible with GEONAUTE ACCOUNT provided that the user has expressly agreed to this. To give their consent, the user must go to the site of their choice and accept, via a tickbox, to make data stored on GEONAUTE ACCOUNT available to said website.

Sports data may be used by Oxylane network companies for statistical purposes.

Sports data may also be used by Oxylane network companies for business development purposes if prior agreement has been given by the user on other Oxylane network sites.

Article 3: WARNINGS

3.1 Fitness to practice sport

The User acknowledges having previously ascertained with their doctor that there is not any medical contraindication prohibiting them from the physical exertion required by any sporting activity and that they regularly involve health professionals to monitor their sports practice. Under no circumstances shall GEONAUTE be held responsible for direct or indirect damage resulting from the practice of a sports activity that is not suitable for the User or the occurrence of any medical condition that affects the User whether related or not to said unsuitable practice.

3.2 Insurance

GEONAUTE reminds users that individual accident insurance is highly recommended for all sports that involve injury risks. This insurance must be purchased by the User on an individual basis from an insurance company.

Article 4: USER CONDUCT

The user is prohibited from engaging in any conduct allowing GEONAUTE ACCOUNT to be used to (*non-exhaustive list*):

- Commit any illegal or immoral act
- Distribute, publish or store illegal content
- Store, distribute or publish any content that is unlawful, harmful, abusive, racist, immoral or that violates the privacy or proprietary rights of third parties, in particular the right to respect for privacy, image rights and intellectual property rights.

- Create an account on behalf of a third party
- Steal the identity of a third party and/or publish any personal information about a third party without their prior consent
- Hack into the GEONAUTE ACCOUNT system to corrupt or recover all or part of the data of users.

In general, by using GEONAUTE ACCOUNT, the user agrees to comply with applicable regulations in force, particularly concerning the privacy of others, image rights of property and persons, and refrain from any conduct contrary to regulations in force.

Article 5: RESPONSIBILITIES

5.1 Use of online Networks

The use of GEONAUTE ACCOUNT accessible through a mobile internet connection implies the knowledge and acceptance of the features and limits of internet technology, in particular concerning the response time for viewing or accessing the Application's host server, the technical performances, the risk of interruption and, more generally, any risk run when sending data and particularly when publishing content on the internet.

As such, GEONAUTE shall make every effort to make its Application secure but cannot guarantee the absence of risks associated with the spread or leakage of any content on the internet.

Therefore, GEONAUTE cannot under any circumstances be held responsible, although this list is not exhaustive:

- for the transmission and/or use of any data and/or information on the internet by an unauthorized third party
- for any network malfunction preventing the proper execution of Application functions
- for the failure of any receiving equipment or communication lines
- for the loss of any data
- for the malfunction of any software
- for the consequences of any virus, bug, anomaly or failure
- for any damage caused to the User's device
- for any defect that has prevented or limited the possibility for a participant to enter a contest.

5.2 Limits of liability

In general, GEONAUTE cannot be held responsible in case of force majeure or unforeseeable circumstances beyond its control.

Nor can GEONAUTE be held liable, or any action be taken against it, following the occurrence of any event that is beyond its control that partially or totally denies users the ability to use the Application (hereinafter "event qualified as force majeure"). The User is also informed that GEONAUTE may temporarily suspend access to the Application for technical reasons, such as for maintenance reasons. The User accepts these interruptions and renounces any claims in this regard.

5.3 Interruption, modification, temporary or permanent suspension of the Application

5.3.1 GEONAUTE cannot be held responsible should, for reasons beyond its control or if the circumstances so require, and without justification, the functions and/or Application be wholly or partially modified or temporarily or permanently suspended in the event of technological developments not controlled by DECATHLON SA.

5.3.2 GEONAUTE may terminate any registration and/or delete any profile and/or any content and/or prohibit the use and/or access to the Application, from the moment **GEONAUTE** becomes aware of non-compliance with these general conditions of use by the User. This account modification and/or deletion may take place without prior warning or notice, at any time and entirely at the discretion of GEONAUTE.

5.4. Links to third party Sites

The Application may contain links to third party sites. By clicking on these links, the User recognises that GEONAUTE cannot be held responsible for the content of these links, and therefore agrees to access them at their own risk.

5.5 User guarantees

By using the Application, the User agrees to hold harmless and protect **GEONAUTE** from any damage, costs and expenses, direct or indirect, arising from:

- any claim by a third party due to damage caused by the User to a third party through the Application
- any criminal activity relating to the GEONAUTE account open on the Application and/or contrary to these general conditions,
- The violation of these General Conditions of Use of the Site.

Article 6: INTELLECTUAL PROPERTY

The content of the Application as well as the brands belonging to the company DECATHLON SA (such as GEONAUTE, OXYLANE, etc.) are protected under intellectual property rights, in particular copyrights, designs and models, trademarks, domain names, patents, know-how, software and databases. The company Decathlon SA remains the owner of all content and related rights.

Over such content, GEONAUTE grants you a limited, non-exclusive, revocable licence for access, browsing and other uses linked to the Site (this licence is not transferable). This licence does not grant you any other rights, in particular for commercial use of the website content.

Article 7: DATA PROTECTION

In accordance with the French data protection law of 6/01/1978 (amended), the data collected on GEONAUTE ACCOUNT shall be processed electronically by DECATHLON SA and is destined to optimise the monitoring of your sports practice. The data collected is for all existing and future subsidiaries of the DECATHLON SA group ("OXYLANE Network") within the territory of the European Union.

In order to better help you in your sports practice and subject to your prior consent, OXYLANE Network member companies may send you customised communications to advise you on the various Equipment produced and distributed by OXYLANE Network retailers that may enhance your sports practice.

You have the right to access, modify, oppose and remove data about yourself upon written request (include a copy of an identity document) to:

GEONAUTE SUPPORT
BTWIN Village – 3 rue du professeur Langevin
59000 LILLE

or by e-mail at
support@geonaute.com

Users may consult the personal data protection charter applicable to all companies in the Oxylane Network by visiting: <http://www.oxylane.com/index.php?p=26>

Article 8: GENERAL PROVISIONS

If one or more of the stipulations of these general conditions of use is declared null and void by the application of a law or regulation, or following a definitive judicial or administrative decision by a competent court, the other stipulations shall retain their force and scope. GEONAUTE shall make every effort to replace a stipulation as soon as possible with a valid stipulation that reflects the spirit of these conditions as closely as possible.

Under no circumstances whatsoever shall the fact that one of the parties has not demanded the application of any one of the clauses of these conditions, whether permanently or temporarily, be considered to be a renunciation of said clause.

Article 9: APPLICABLE LAW

These general conditions of use are governed by French law.

* GEONAUTE Account