

TERMS AND CONDITIONS OF USE

DECATHLON CONNECT service

I. Introduction

These terms and conditions of use are concluded between any User (hereinafter referred to as "the User") of the Decathlon Connect service and the "Decathlon Connect service" operated by DECATHLON SA with a capital of €10,250,000, located at 4 Bd. de Mons, 59650 Villeneuve d'Ascq (France) and registered with the Lille RCS under the number 306138 900;

The "Decathlon Connect service", hereinafter referred to as the "Service" comprises the "Decathlon Connect App" downloadable under the name "Decathlon Connect" on the Apple App store and Google Play Store and enabling the User to benefit from the features described in Article II. Hereinafter referred to as "The Decathlon Connect App" or "The App".

The features of the services require the creation of an account (hereinafter "the Account"). The data collected during the creation of the account and the use of the Service is processed by DECATHLON SA in its capacity as processing manager. This processing is subject to your prior consent. The User is asked to consult article 6 "Personal data" to find out more.

Use of the Service is restricted solely to those Users acting in a private and personal capacity and using it with normal frequency. The improper use or access of the Service by any natural person or legal entity for professional purposes or in the context of a secondary professional activity is strictly prohibited.

For the purposes of these terms and conditions, the term "Use" comprises all operations performed by the User upon accessing the Service, including simply viewing it, whatever the means of access (in particular, computer, tablet and Smartphone), the type of connection (private connection, third party or public WiFi connection) and the place of connection (from France or abroad).

The use of the Service implies the unconditional acceptance of these terms and conditions by the User. These terms and conditions may be revised at any time. It is therefore understood that the terms and conditions applicable are those in force at the time the Service is used.

II. Use of the Service

ARTICLE 2.1: Features offered by the Service

The Service enables monitoring of the User's sports activity thanks in particular to the following functions:

2.1.1 "Connecting compatible products" function

The Decathlon Connect App enables the User, subject to their prior agreement, to link any compatible products (hereinafter "Compatible Equipment") with this App (such as a Decathlon GPS watch) to enable the data collected to be transmitted by this compatible Equipment to their Account.

The list of compatible Equipment is:

ONcoach 100 Activity Tracker
ONcoach 900, ONcoach 900 HR Activity Tracker
ONmove 200, ONmove 220, ONmove 500 HRM Training GPS Watch
Kiprun 500, Kiprun 550, Kiprun 900 Training GPS Watch
BC900 , GPS 100 bicycle GPS computer
Scale700 Weight Scale
CW700 HR connected Watch

This list is not exhaustive, Decathlon Connect reserves the right to add other devices

Training features are enabled and linked to certain compatible products.

The User is invited to consult article 6 inherent in the protection of personal data that DECATHLON may be required to collect.

Other compatible apps allow the User to transmit the data collected by "Compatible Equipment" to their Account.

- ONconnect software for Windows and Mac
- The myGeonaute connect mobile app for iOS and Android
- The ONCoach app for iOS and Android
- The Decathlon Coach app for iOS and Android

2.1.2 "Sports data consultation" functions

The Decathlon Connect App allows the User to view their sports data in different forms:

- **"Dashboard" function:** displays daily activity (number of steps, time, distance, calories burned), displays sleep quality (awake time duration, light sleep, deep sleep).
- **"History" function:** displays the user's sports sessions (route, time, distance, speed, calories burned).

2.1.3 "Workouts" feature

The "Workouts" or "Coaching" feature, and accessible from the

"Decathlon Connect" app offers advice, challenges and training plans according to the objectives sought by the User. The advice and training plans are provided by DECATHLON SA brands such as KALENJI, NEWFEEL or DOMYOS and designed by sports professionals.

As part of a training plan or advice, the User may ask the Coach a question. The User receives a reply by email to the email address used to create their "DECATHLON" account. The response time is given as an indication and "Decathlon Connect" cannot be bound by it.

The "Workouts" feature is subject to specific conditions of use defined in article 2.2.3

ARTICLE 2.2: Terms of use of the Service

2.2.1 The Service is intended for use by adults only, acting in a personal capacity, as well as young persons under the age of 18, with parental consent. In any event, **"Decathlon Connect"** recommends that individuals with responsibility for young persons under the age of 18, monitor their use of this service.

2.2.2 The features offered by **"Decathlon Connect"** are subject to the creation of an Account. Access and use of the services offered on the Website require personal data to be transmitted. To this end, the User undertakes to provide accurate and complete data. Otherwise, **"Decathlon Connect"** reserves the right not to confirm the registration to the Service or to suspend or terminate it.

2.2.3 Through the "Workouts" or "Coaching" feature mentioned above, accessible from the App, "Decathlon Connect" can offer advice, challenges and training plans according to the objectives sought by the User. However, training programs are posted online and offered only by **"Decathlon Connect"** to Users able to practise a physical and sports activity, which the User recognises and expressly accepts. To this end, it is the responsibility of the User to ensure beforehand with their doctor that no medical contraindication prevents them from following the advice and practising sports posted on the app.

The user recognises the risks involved in practising sports and the need to consult a doctor before any sports activity.

In no case can Decathlon SA be held responsible for direct or indirect incidents occurring during or after this activity.

2.2.4 The use of "**Decathlon Connect**" assumes the respect of these terms and conditions, as well as those of third-party Websites and apps offering complementary features on "**Decathlon Connect**". The User is therefore bound to read and respect the terms and conditions of use of any third party Website to which they may be forwarded to or that they may use via "**Decathlon Connect**".

"**Decathlon Connect**" draws the attention of the Users of the App to the fact that the use of these additional functions may require the creation of an account with these third party Websites. The User clears "**Decathlon Connect**" of any responsibility with regard to the use of these Websites.

"**Decathlon Connect**" declares that it does not hold any intellectual property rights in relation to these Websites.

2.3: Posting Content on the Service

2.3.1 In order to promote interaction between Users, **DECATHLON CONNECT** can offer them different services and modules allowing the posting of content on its Service (including user reviews in relation to certain features of the Service). For the purposes hereof, "Content" is defined as any type of content posted by the User on the Service, such as text, comments, images, photos, videos or any type of file whatever its form or content.

2.3.2 The use of the services of the Website is possible only once a "Decathlon" account has been opened. The User is responsible for anything that may occur during a session opened with their name and user account.

The User undertakes to warn the Website immediately if they have reason to believe that any unauthorised third party knows or may know their username or email address.

"**Decathlon Connect**" accepts no responsibility in the event of unauthorised use of a User's personal data by a third party.

2.3.3 The Website may only be used for personal, non-commercial purposes. The User is not permitted, under any circumstance, to transmit commercial information or conduct any form of business whatsoever on the Website, for any reason whatsoever.

2.4: Behaviour when using the Service

The User is prohibited from:

- Committing any illegal actions or activities;
- Extracting or collecting personal details about Service Users by any means;
- Extracting, saving or using content from third parties that is subject to intellectual property rights, relating to private life, personal details or image rights, for purposes other than simply displaying it

when browsing this App;

- Storing, circulating or publishing any content that is of an illegal, harmful, insulting, racist, disrespectful or revisionist nature, that may incite hatred, or constitute an invasion of privacy or infringe third party rights particularly the right to privacy, rights of personal portrayal and intellectual property rights;
- Storing, circulating or publishing any information revealing, directly or indirectly, political opinions, philosophical or religious beliefs, trade-union membership and data concerning health or sexual orientation;
- Posting content on behalf of a third party;
- Misappropriating the identity of any third party and/or any personal information of a third party;
- Storing, distributing or publishing any content which may harm, whether directly or indirectly, the interests of DECATHLON S.A.

More generally, the User undertakes to refrain from any behaviour that is contrary to the sporting ethics or values and interests of DECATHLON S.A.

ARTICLE III Terms and Conditions of downloading the Decathlon Connect App

3.1.1 This app is available for download only from the Google Play Store™ and the Apple Store™ (hereinafter "Third Party Websites"). The list of operating systems for mobile terminals (hereafter "Terminal") supporting this app is covered under Third Party Websites.

3.1.2 Downloading this App assumes not only compliance with these terms and conditions, but also the conditions of use of these Third party websites, whether these are used for downloading the App, or during their operation, particularly the GOOGLE MAPS™ app.

To do this, the User acknowledges that they can make use of the App in accordance with the contractual terms of third party websites to which they may be referred when downloading or operating these Apps. The User therefore agrees to read and comply with the conditions of use of any third party website to which they may be referred or use via the App, particularly the terms and conditions of Google Maps™.

DECATHLON CONNECT makes Users aware that downloading it may require membership of, and the creation of an account on, third party websites, before any downloading of apps. Users release DECATHLON CONNECT from any liability in relation to the conditions of use for third party websites and apps, particularly for the compliance of these which is the sole responsibility of the user. DECATHLON CONNECT maintains that it has no intellectual property rights to these third-party websites and apps which may be necessary to use this app.

3.1.3 This app collects location data to enable

- automatic reconnection to the phone using the Bluetooth technology
 - the device synchronisation with the phone,
- even when the app is closed or not in use.

The User is prompted to agree to location services.

3.1.4 The Decathlon Connect service is available in several languages: French, English, Spanish, Italian, Portuguese, Hungarian, Dutch, German, Simplified Chinese, Traditional Chinese, Polish. In the event that the app does not support the language of the Smartphone, the English language is set as the default language. On Android, the User can change the language of the app at any time without changing the

language of the Smartphone.

IV. Intellectual property

4.1 All Content (in particular text, comments, files, images, photos, videos, art works, etc.) which may be subject to property, intellectual property, image or other privacy rights remains the property of the User, subject to the limited rights granted through the licence described below to DECATHLON S.A. or of the App, on a case by case basis, through other specific conditions, agreed in advance, relating to specific services that may be available on Websites belonging to DECATHLON S.A. Users are free to publish such Content on the Website and accept that this Content will become public and is freely accessible particularly on the internet. They acknowledge, commit to and guarantee that they hold all the necessary rights and authorisations for such publication on the Website, particularly with regard to current legislation and rights concerning the respect for privacy, property, intellectual property, image, contracts or any other rights. By publishing content on the Website, Users are aware that they are accepting responsibility as publishers of the Content in accordance with the law, and grant, for the entire duration of publication, a non-exclusive, free and global license to DECATHLON S.A. for said Content, including the right to reproduce, represent, upload and download, display, run, transmit and store and the right to sub-licence to subsidiaries, technical partners and other Users of the Website.

Users also permit their name to be associated with the Content and accept that this acknowledgement of source may not always occur.

By publishing it, Users agree that Content may become automatically available on the internet, in particular on other Websites and/or blogs and/or web pages belonging to DECATHLON S.A. including, in particular, DECATHLON S.A. social networks, where Users of DECATHLON S.A. websites can share certain content. Users may ask DECATHLON S.A. to cease any publication in accordance with the provisions set out in article 8 of these terms and conditions.

4.2 Restriction: the sports data of the User collected and accessible through "**Decathlon**" is not part of the aforementioned "Contents". This data remains private and only accessible to the User, as long as the latter does not share it voluntarily on the Website or on public networks.

V. Responsibilities

5.1 Liability of "DECATHLON CONNECT"

5.1.1 "DECATHLON CONNECT" makes every effort to ensure that the App is reliable. However, if you notice any errors or omissions on the App, please inform us at the following address:

DECATHLON ELECTRONICS - 4 Boulevard de Mons 59650 Villeneuve d'Ascq (France) or by email to support@geonaute.com

5.1.2 Consultation and use of the App is under the User's own responsibility. The App may contain links to

third party websites. By clicking on these links, Users hereby acknowledge that **"DECATHLON CONNECT"** cannot guarantee the content thereof, and consequently accept to access these links at their own risks. Consequently, **"DECATHLON CONNECT"** may not be held liable for any damages which result from access and/or use of the Website and information included therein. The User is also informed that **"DECATHLON CONNECT"** may need to temporarily suspend access to the App for technical reasons, particularly for maintenance reasons. The User accepts these interruptions and waives any claim in this regard.

The use of the Website/App by the User implies knowledge and acceptance of the features and limitations of internet technology, particularly in terms of response times when consulting or sending enquiries to the server hosting the Website/App, technical performances, risks of disruptions, and, more generally, any risk relating to the transmission of data.

Consequently, **"DECATHLON CONNECT"** and, more generally, DECATHLON S.A., shall, under no circumstances and without this list being exhaustive, be held responsible:

- For any information consulted on the App which is not published online by **"DECATHLON CONNECT"**
- For any improper operation of the network preventing the due and proper functionality of the App
- For any loss of data
- For any software malfunction
- The consequences of any computer virus, bug, anomaly or fault
- For any damage caused to the computer by the User

5.1.3 With regard to the posting of content by the User, **"DECATHLON CONNECT"** activity is limited to connecting users and hosting content published by them. As a hosting service provider, in accordance with article 6.1.2 of the Law on Confidence in the Digital Economy of 21 June 2004 (amended), **"DECATHLON CONNECT"** cannot be held responsible for activities or content published on its Website. The responsibility of **"DECATHLON CONNECT"** is limited to that prescribed by articles 6.1.2. et seq. of the aforementioned Law. **DECATHLON CONNECT** may therefore remove any unlawful or manifestly wrongful content without prior warning or notice, in accordance with the provisions of Article 6.1.3 of this Law.

Consequently, **"DECATHLON CONNECT"** is not required to first check the quality, reliability, truthfulness or legality of the Content published by Users.

5.2 Liability of the User

5.2.1 By using the App, the User hereby accepts to relinquish the liability of DECATHLON S.A. and to guarantee the latter against any damage, costs and expenses, whether direct or indirect, resulting from:

- Any claim made by a third party concerning any content published in its name, in particular for the violation of rights relating to the content published by the User on the Website or the violation of press laws relating to information uploaded or published on the Website;
- Any activity pertaining to use of the App which runs contrary to these Terms and Conditions of Use, including fraudulently;
- Any breach of these Terms and Conditions of Use of the App

5.2.2 "DECATHLON CONNECT" wishes to raise awareness among its Users about the publication of Content, such as the snapshots or other photos of Users, as well as the sharing of sports data.

"DECATHLON CONNECT" draws Users' attention to the importance of publishing or sharing photographs, images or videos that comply with the sporting ethics and values endorsed by the DECATHLON S.A. Any Content that infringes these rules will be removed from this Website.

VI. Protection of personal data

The processing of personal data is available in the Decathlon Connect app through the menu "Processing of personal data"

VII. Deletion of content posted by Users

7.1 "DECATHLON CONNECT" may cancel any registration and/or delete any profile and/or any content and/or any information published on the Website and/or forbid use of and/or access to the Website, if it becomes aware of non-compliance by the User of these terms and conditions, or for technical reasons. This modification or deletion may be made without prior notice or warning, at any time and entirely at the discretion of **"DECATHLON CONNECT"**.

VIII. Entirety

If one or more of the provisions set out in these terms and conditions is declared null and void by the application of a law or regulation, or following a definitive judicial or administrative decision, the other provisions shall retain their full force and scope. **"DECATHLON CONNECT" shall make its best efforts to replace the provision(s) declared null and void with a valid provision remaining as close as possible to the letter and spirit of these terms and conditions.**

In such instance as either Party fails to request enforcement of any clause set forth herein, whether

permanently or temporarily, this may under no circumstances whatsoever be considered as relinquishment of said clause.

IX. Governing law

These terms and conditions of use are governed by French law unless a more favourable provision is applicable in the country of residence of the user.

In the event of a dispute that cannot be resolved amicably, the competent court will be that in the place of residence of the defendant. However, if the action is brought by the User, they have the option of starting legal proceedings in their place of residence.