

# MYGEONAUTE CONNECT APPLICATION GENERAL TERMS AND CONDITIONS OF USE

28 APRIL 2014 version

## FOREWORD

These conditions are concluded exclusively between the DECATHLON company, "société anonyme" (limited company) with a share capital of €10,250,000, listed on the Lille trade and companies register under the number 306 138 900, with registered offices located at 4 Bd de Mons 59650 in Villeneuve d'Ascq (59650 - FRANCE), hereinafter referred to as "GEONAUTE", owner and holder of the rights to the MyGeonaute Connect Application (hereinafter the "Application") and any individual downloading the Application from the authorised websites, hereinafter referred to as the "User" or "Internet User" and collectively as "Parties".

The Internet 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 governed by these general conditions, which are accepted by the User when downloading the present Application. These terms and conditions may be subject to change, in which case it is understood that the applicable terms are those currently in effect at the time of using the Application. It is therefore the responsibility of the User to consult them on a regular basis. The online publication date of these conditions amounts to the date of implementation.

## ARTICLE 1. DOWNLOAD TERMS AND CONDITIONS

1.1 This application is available to download exclusively from the Android Market™ and Apple Store™ (hereinafter the "Third-Party Websites"). The list of mobile terminal operating systems (hereinafter "Terminal") that support this application is available to view on the Third-Party Websites.

1.2 Downloading this Application implies not only respect of these conditions, but also of the conditions of use of said third-party sites that may allow downloading of said application, and/or be used during their operation, notably the GOOGLE MAPS™ application.

To do so, the User acknowledges that they can use the Application in accordance with the contractual terms of the Third-Party Websites to which they may be taken during the download or operation of said Applications. Thereby, the User agrees to read and comply with the conditions of use of any Third-Party Website to which they may be taken or could use via the Application, particularly the Google Maps™

conditions of use.

GEONAUTE draws Users' attention to the fact that downloading the Application may require membership and creation of an account on Third-Party Websites, before the Application may be downloaded. Users may in no instance hold GEONAUTE liable regarding the conditions of use of third-party applications and sites, particularly regarding compliance with them under their sole responsibility. GEONAUTE declares that it does not hold any intellectual property rights on the said Third-Party Websites and applications that may be required to use the present application.

1.3 In order to fully enjoy all the features of this Application, the User is invited to accept geolocation by their SMARTPHONE™ terminal.

1.4 This application is available in several different languages: French, English, Spanish, Italian, Portuguese, Hungarian, Dutch, German and simplified Chinese. If the application does not support the Smartphone's language, English shall be defined as the default language. The User can change the application's language whenever they want without changing that of the Smartphone.

## ARTICLE 2. FEATURES

This Application has several sections allowing Users to follow their sports activities by giving them access to the following features:

### ***Session transfer:***

This feature allows the User, subject to their prior consent, to link up the Application to certain compatible GEONAUTE brand products (hereinafter "Compatible Equipment") in order to directly transfer, via Bluetooth, data collected by said Equipment to their "Geonaute Account" and to view it on the "myGeonaute.com" website. The User acknowledges that this feature requires their acceptance, without reserve, of the general terms and conditions of use specific to "Geonaute Account" and "myGeonaute.com".

### ***Session deletion:***

This feature allows the User to delete data collected by the compatible Equipment from its internal memory.

### ***Access to myGeonaute.com:***

This function allows users to open the myGeonaute.com website in the telephone's default browser.

This list is neither exhaustive nor definitive, as GEONAUTE reserves the right to add, modify or delete new functions within the Application, without the User being able to claim compensation for this.

## ARTICLE 3. COMPATIBLE EQUIPMENT

The following devices are compatible with the Application:

- "GEONAUTE ONMOVE 200" GPS watch

This list is not definitive and GEONAUTE reserves the right to add new devices.

## ARTICLE 3. TERMS AND CONDITIONS OF USE OF THE APPLICATION

3.1 The application is reserved for the use of individuals over the age of 18 as well as minors with parental consent. In any event, Geonaute encourages any person responsible for a minor to control their use of the application.

3.2 After downloading the Application, the User is invited to get acquainted with the present terms and conditions and to confirm them before using the aforementioned application. The Internet User is invited to read these terms and conditions regularly in case they are updated.

3.3 Access to services provided by the application shall be subject to creation of a "Geonaute Account". Access to and use of services offered on the application make it necessary to transfer personal data from "Geonaute Account". To this end, the User is invited to complete their personal details on the subscription form that will allow them to optimise their use of this application. The User agrees to provide accurate and comprehensive data to "Geonaute Account". Otherwise, "GEONAUTE" reserves the right to not confirm, suspend or terminate subscription to the Application. This suspension or termination will not result in suspension or termination of the "Geonaute Account", which is subject to specific General Conditions of Use.

GEONAUTE invites Internet Users under the age of 18 to obtain prior consent from their legal representatives before divulging any personal data.

3.4 Use of this Application does in no instance provide advice concerning the User's sports activity. This application constitutes a support developed by GEONAUTE in order to accompany the User in their sports activity and their training programmes. GEONAUTE does in no instance offer sports activity or training programmes specially adapted to the User's profile, and does in no instance verify the practice, the content of the sports activity and/or its frequency developed by the User. The User acknowledges that they have been informed of these provisions and may not hold GEONAUTE company liable for any accidents/incidents that may occur, notably following an unsuitable sports activity. The User is invited to refer to Articles 4, 6 and 7 of these terms and conditions, which they have acknowledge to have accepted without reserve.

## ARTICLE 4. WARNINGS

### 4.1 Fitness to practice sport

The User acknowledges having previously ascertained with their doctor that there is no medical contraindication prohibiting them from the physical exertion required by any sporting activity and that they regularly consult health professionals in order 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.

## 4.2 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 5. USER CONDUCT

The User is forbidden in particular from:

- Committing any illegal act whatsoever;
- Extracting or collecting personal data from a third-party Application User or from a compatible element by any means whatsoever;
- Extracting, recording or exploiting, for any other purpose than merely displaying it while browsing the Application, third-party content subject to intellectual property rights,
- Stealing the identity of a third party and/or publishing any personal information about a third party;
- Storing, disseminating or publishing any content that may be harmful, whether directly or indirectly, to the interests of the OXYLANE NETWORK.

GEONAUTE reminds users that the Application can only be used for personal, not commercial, purposes. Under no circumstances may the User communicate commercial information or carry out any commercial activity on the Application, in any form or under any name whatsoever.

## ARTICLE 6. SHARING THE USER'S CIRCUITS

GEONAUTE allows its Users, subject to their prior consent and the creation of a MyGeonaute account, to publish, under their own responsibility, their position as well as the different circuits carried out on the MY GEONAUTE Internet portal. The Internet User acknowledges and accepts that by publishing their sports circuits, GEONAUTE will be able to geolocate them. The DECATHLON SA company does not accept any responsibility regarding the consequences that may arise from this.

## ARTICLE 7. RESPONSIBILITIES

### 7.1 Use of the Online networks

Use of this Application 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 circumstance be held responsible, without this list being 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 computer 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.

## 7.2 Limits of liability

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

Nor may 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 Internet 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.

## 7.3 Cessation, modification or suspension of the application

7.3.1 GEONAUTE may not 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, notably in the event of technological developments not controlled by GEONAUTE.

7.3.2 GEONAUTE may terminate any registration and/or delete any profile and/or any content and/or prohibit the use and/or access to this 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.

## 7.4. 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.

## 7.5 User guarantees

By using the Application, the User agrees to hold harmless and protect GEONAUTE from any damage, costs and expenses, direct or indirect, notably 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 8. INTELLECTUAL PROPERTY

The content of the Application, as well as the brands belonging to the GEONAUTE company (notably GEONAUTE, OXYLANE and FORMTEXT) are protected under intellectual property rights, in particular copyrights, designs and models, trademarks, domain names, patents, know-how, software and databases. GEONAUTE remains the owner of the entirety of this content and its associated 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 9. DATA PROTECTION

In accordance with the French data protection law of 6/01/1978 (amended), the data collected by the Application 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, rectify and oppose any data processing concerning you. You may exercise these rights by simply sending a written request (please include a copy of your personal identification) to: Geonaute Support, 4 rue du Professeur Langevin, 59000 Lille, or by e-mail to [support@geonaute.com](mailto:support@geonaute.com).

## ARTICLE 10. ENTIRE AGREEMENT

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 11. APPLICABLE LAW

These general terms and conditions of use are governed by French law.