

TERMS AND CONDITIONS FOR POSTING CONTENT ONLINE

The Terms and Conditions for Posting Content Online (hereinafter referred to as the "TCs FOR POSTING ONLINE") are entered into between BETA ET COMPAGNIE, a simplified joint-stock company with a share capital of Euro 9,813.00 registered in the Bobigny Company Registry under number 493 182 968, the registered office of which is located at 2-4 Allée de Seine - 93200 Saint-Denis (hereinafter "BETA") and the internet user posting content online via the online posting platform on <http://www.fmylife.com> and its mobile application.

The purpose of these TCs FOR POSTING ONLINE is to define the conditions for the publication of content by the Internet User on the website, mobile applications and all FML social networks (including Facebook, Instagram and Twitter accounts and any and all other networks that may be created in the future). Any publication of content implies the complete and unreserved acceptance of said TCs FOR POSTING ONLINE.

Article 1. Upload Platform

BETA has implemented a content upload platform that allows internet users to publish content on <http://www.fmylife.com>, in addition to the social media networks belonging to them.

Article 2. Definitions

Content: Any text, sound, image, photograph, video, music or audio-visual combination posted and shared by the user via the FML Digital Networking Platform.

Internet User: An individual or legal entity registered on the Site, holding the capacity to share their own content via the FML Digital Network Platform, either in their name, or in virtue of a third-party power of attorney authorising them to do so.

Software: Software in the form of a hosted service (Software as a Service - SaaS) made available to Internet Users by BETA, accessible via an Internet browser and whose purpose is to allow the Internet User to share content on FML Digital Networks.

FML Digital Networks: Includes the website accessible at <http://www.fmylife.com>, the corresponding mobile apps, and FML social networks (including FML's Facebook, Instagram, YouTube and Twitter accounts and any other networks that would be created).

The website accessible at <http://www.fmylife.com>

Article 3. Guarantees of the Internet User

The Internet User agrees to share Content in good faith, in accordance with these TCs FOR POSTING ONLINE and:

- The rights of third parties and in particular the right to privacy, intellectual property rights, etc.,

- The laws and regulations in force in France or in the country where the Content is intended to be shared and, in particular, the provisions of the Intellectual Property Code as well as the provisions relating to the protection of personality rights and compliance with the provisions of the Press Law.

In this sense, the Internet User guarantees that they hold all the rights, licenses and/or authorizations required for the exploitation and publication of the Content as provided herein for their exploitation on all FML digital Networks. In particular, they guarantee that they have obtained the authorization of any third party whose image or elements it uses (image, name, voice, product, work, logo, drawing, model, brand, etc.) in any way whatsoever, within the scope of their exploitation, on all FML Digital Networks. The Internet User guarantees BETA the peaceful enjoyment thereof.

The Content is retrieved by the Platform, either synthetically or identically, and may be published in any of FML's Digital Activities to any user browsing FML Digital Networks. The Content's compliance must be verified by the Internet User who is solely responsible for it and guarantees BETA against any action based directly or indirectly on the use of said Content, and any financial consequences that may arise as a result thereof.

BETA reserves the right to publish or not publish the Content shared by the Internet User via the Platform without having to justify it and without recourse or compensation.

BETA may delete any Content published by the Internet User who does not respect the conditions set out above, at any time without notice and at its sole discretion.

The publication of any Content containing an opinion, recommendation or opinion expressed by any natural or legal person does not imply any approval by BETA, which declines any responsibility for said Content.

You acknowledge that by simply using FML Digital Networks, you may be exposed to inaccurate, shocking, indecent or otherwise negative Content. BETA rejects any liability in relation to said Content.

Article 4. Authorizations of the Internet user

The Internet user authorizes any modification, alteration, adaptation, addition, total or partial reproduction, use, utilization, exploitation, diffusion, publication, distribution, promotion of the Content by BETA on the FML Digital Networks, under any standard or format, whatever the current and future processes and means, by any means, to any fixed and/or mobile terminal, present or future.

Article 5. Registration Fees

You retain all your intellectual property rights to your Content, but you are required to grant limited rights to BETA and to Internet Users of FML Digital Networks.

When you submit Content on the Platform, you grant:

- BETA, the non-exclusive, assignable right (including the right to sublicense), free of charge and for the whole world, to host, use, reproduce, distribute, modify, translate, make derivative works, represent and execute the Content within the framework of the Service or the making available on the FML Digital Networks, in particular, without limitation, for the promotion and redistribution of all or part of the Digital FML Networks (and the resulting derived works), in any format, on any medium and via any media channel;
- Each user of FML Digital Networks, the non-exclusive right, free of charge, and for the whole world to access your Content via FML Digital Networks and to use, reproduce, distribute, represent, and perform the Content to the extent permitted by the functionality of the FML Digital Networks and these TCs FOR POSTING ONLINE.

Within the scope of the publication of Content, the Internet User decides whether or not they want their nickname to appear alongside published content. In any case, the Internet User authorizes BETA to have free use of their name, nickname, avatar, profile photo, and elements relating to their image, etc (such as the corporate name, related products, brands, photos, videos, etc.) that the Internet User will have previously transmitted to BETA upon its registration on the Site. As such, the latter assures BETA peaceful enjoyment, allowing it to use them in the context of its activity. When the Internet User signs up on the Site, they undertake to communicate only verified, exact, true, accurate, up-to-date and complete information.

This operation may be performed by any known or unknown technical processes to date, for all media, on all formats for an unlimited number of uses, or not, and in whole or in part.

The Internet User hereby acknowledges that these authorizations constitute essential and determining obligations of the validity of the TCs FOR POSTING ONLINE. The Internet User acknowledges having been informed of, and accepts, that BETA transmits said authorizations to any third party of its choice. These authorizations are granted free of charge, without restriction of time and space and are granted, amongst others, for archiving and distribution.

Article 6. Intellectual Property Rights of FML

The following elements are protected by intellectual property rights:

- The semi-representative French brand "FML" (no. 4343564), registered on 7 March 2017 by BETA and published by the French National Institute of Industrial Property (INPI) in the Official Bulletin of Industrial Property (BOPI);
- The semi-representative EU brand "FML F My Life" (no. 17064321), registered on 3 August 2017 by BETA and published in the Bulletin of the EUIPO;
- The semi-representative American brand "FMYLIFE" (no. 4117431 and no. 3882663), respectively registered on 27 March 2017 and 30 November 2010 by BETA and published in the Bulletin of the WIPO;
- The website www.fmylife.com and the Platform have been designed and produced exclusively by BETA, which holds sole ownership property, including all the elements

that make it up (including texts, logos and drawings, videos, codes, numbers and any other visual, textual, graphic or otherwise element, etc.);

- The domain name www.fmylife.com because of its registration and commercial use.

The commercial exploitation of the names and logos of such trademarks, the Site, the Platform and the domain name, that damage BETA by creating any form of confusion in the mind of the public, is likely to be prosecuted, in particular for unfair competition and/or parasitism in accordance with the procedures in effect.

If the Internet User uses Content covered by intellectual property rights that BETA owns and makes available on FML Digital Networks (for example, texts, names, trademarks, images, drawings, videos or sounds that BETA provides and that the Internet User adds to content that they create or share on Facebook, Twitter, Instagram or any other social network known or unknown to date), BETA retains all the rights relating to this content (but not to that of the Internet User). The Internet User may only use BETA's intellectual property rights of BETA after having received a written authorization from the latter.

Article 7. Liability

The publication of Content by the Internet User is at their own risk and under their sole responsibility. BETA does not guarantee the confidentiality of the Content, regardless of whether or not it is published on FML Digital Networks.

The Internet User shall hold BETA harmless against any claim related to the use of the Platform, including the Content, as well as its distribution and publication, particularly if the Content and/or its distribution and/or publication constitutes breaches of the general or special terms and conditions applicable to third-party platforms (including social networks), and/or to all law in effect and/or the rights of third parties (intellectual property rights, image rights, rights to use the name, etc.).

Thus, the Internet User is solely responsible for any direct or consequential damages, material or immaterial, resulting from such breaches, and undertakes to compensate BETA for any request, claim and/or ruling for damages to which BETA may be subject, litigation costs including, where applicable, when this action is due to, or has any link with the such breaches.

BETA cannot be held liable in any way whatsoever for any damages, direct or consequential, suffered by the Internet User in their use of the Platform, resulting from the existence and possible application of any restrictive foreign legislation relating to the access and connection of the network and/or digital content.

Article 8. Contract Documents

The version of the applicable TCs FOR POSTING ONLINE is the one in force on the date of use of the Platform.

BETA reserves the exclusive and discretionary right to modify or suspend the TCs FOR

POSTING ONLINE, notably if such modifications or suspensions were necessary for commercial or legal purposes.

Article 9. Disputes

These TCs FOR UPLOADING, and all contractual documents arising therefrom, are subject to and regulated by French law and must be interpreted therewith. No exemption from this provision may be requested. It is hereby expressly mentioned that any translation of the original French T&Cs is provided for information purposes only.

Failing an amicable agreement between the parties, any dispute arising from these TCs FOR POSTING ONLINE shall fall under the exclusive competence of the appropriate courts of Paris.