

GENERAL TERMS OF USE OF THE FREE SERVICE

The interactive and social service DEEDO, its website <https://www.deedo.io> and its application Deedo – Pan African music streaming (hereinafter referred to as “The Site”) are edited by the companies Deedo SAS for its activities in Europe, and Deed Development SUARL for its activities in Africa.

DEEDO, Simplified Joint Stock Company, is registered in Belfort under the number 825 046 196 00010, with a capital of €35.280 and headquartered at 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard - France.

DEED DEVELOPMENT, Unipersonal Joint Stock Company, is registered in Senegal, under the number SN DKR 2017 M 9167, with a capital of XOF 1.000.000 and headquartered at Point-E rue 4xD BP 45125 Dakar-Fann, Senegal.

Both companies are hereinafter referred to as ‘DEEDO’ to the present terms of use (hereinafter the "terms").

The Site offers any user registered on the Site an on-demand listening service free of charge for phonographic recordings (hereinafter the "Recordings"), as well as free optional services described below and under the conditions described below. The Site also offers the possibility of becoming a paying subscriber (called "Premium"), which offers other optional services (the "PREMIUM" subscription being the subject of separate Terms & Conditions).

To register on the Site, any user must first create a personal account, and accept without reserve at the time of registration these Terms of Use for the Site (also including the Personal Data Protection Policy). The user is also referred to as a "member" in this contract.

The User acknowledges that he will not be able to access the services of the Site if he does not fully accept these T & Cs and he undertakes to comply with them.

The use of the Site is only authorized within the framework of the family circle, so any use outside this framework, and in particular its use to amplify public places or shops, is expressly prohibited.

Article 1 - Description of the free access

The Site offers free listening to Recordings, without the ability to download, permanently or temporarily, with visual or audio advertising, on any type of device (portable or not), with access limited to four (4) hours per month.

Listening is possible title by title, or by creating playlists or via radio stations.

The "My profile" functionality allows the creation of a personal profile (hereinafter the "Profile").

The member declares to take note that his Profile is accessible to all members of the Site and that it necessarily shows certain personal data (such as pseudonym, age, sex, profile picture, country of origin).

Optionally, the member acknowledges that he may choose to publish other personal data or other information such as his favorite tunes, which may also be published on the member's pages on social networks.

Article 2 – Members responsibility

a/ The member is solely responsible for the messages, content and information published by him on the Site when in his capacity as host of the service considered here, within the meaning of the provisions of Law No. 2004-575 of June 21, 2004 for Confidence in the digital economy, DEEDO cannot be held responsible for the content published by members on the Site and over which DEEDO has no power of control and surveillance.

The member expressly undertakes, under penalty of incurring criminal or civil liability, that the messages he puts online are not of a nature to, without this list being exhaustive, in particular:

- constitute a violation of the intellectual property rights of third parties; in this regard, the member undertakes not to reproduce or communicate to the public on the Site elements protected by copyright, registered as a trademark or more generally protected by any other intellectual property right held by third parties, without the prior consent of the holder (s) of such property rights;
- contain computer viruses of a nature to interrupt, destroy or alter the functionality of the Site;
- advocate for crimes or contain illegal, threatening, or pedophile, pornographic, defamatory, obscene, hateful, racist, anti-Semitic, xenophobic, revisionist messages or contrary to public order or morality;
- undermine the privacy or respect for the dignity of third parties;
- incite violence, fanaticism, crime, suicide, hatred because of religion, race, sex, sexual orientation, ethnicity;
- harass other members;

- promote or encourage any criminal activity or enterprise;
- solicit and / or communicate passwords and / or personal information for commercial or illegal purposes;
- transmit chains of unsolicited e-mails, massive mailings, instant messages, unwanted advertising messages or unsolicited letters;
- include advertisements and / or solicitations in order to offer products and / or services for marketing through the Site;
- contain addresses or hypertext links to external sites whose content is contrary to the laws and regulations in force, which infringe the rights of third parties or which would be contrary to these conditions.

b) The member undertakes not to resort to the automatic use of computer systems such as scripts in order to add members to his Profile and / or to send comments or messages.

c) DEEDO cannot be held responsible for a failure in the conservation and confidentiality of the member's password outside his network, nor for any use by a third party to whom the member has communicated his username and password or who would have access to his identifiers or the member's account following a fault, clumsiness or negligence of the member.

The member agrees not to use the account, pseudonym and password of another member.

The member guarantees the accuracy of the information provided to DEEDO for the purposes of his registration and undertakes to notify him of any subsequent modification.

d) The member acknowledges that DEEDO reserves the right, in the event that its use of the Site would be contrary to these T & Cs and more generally to the laws and regulatory provisions in force, to proceed immediately and without notice to its unsubscription from the services of the Site. and / or blocking their access to the Site.

e) DEEDO reserves the right, in the event that the member is held responsible for an infringement of the legislation in force or an infringement of the rights of third parties, the right to provide, at the request of any legitimate authority (jurisdiction, administrative authority, police services), all information allowing or facilitating the identification of the offending member.

Article 3 - Technical measures to protect Recordings

a) The member declares to take note that the Recordings made available to him from the Site are protected by technical protection measures put in place by DEEDO in order to prevent or limit, depending on the technologies available, the use of Recordings not authorized by these T & Cs.

b) The member undertakes not to circumvent, in any way whatsoever, said technical protection measures, with a view to downloading the Recordings offered for listening only on the Site, or more generally with a view to using said Recordings for purposes not authorized by these T & Cs.

The member declares to take note that the fact of knowingly infringing a technical protection measure exposes him, by application of the provisions of article L. 335-4-1 of the French Intellectual Property Code to the payment of a fine. of 3,750 euros and that the fact of knowingly procuring or offering to others, directly or indirectly, means designed or specially adapted to undermine a technical measure of protection being for its part punishable by imprisonment of six months and of 30,000 euros fine.

c) DEEDO informs the member that it reserves the right to permanently block all access to the Site to any member who has attempted to circumvent the technical protection measures implemented by DEEDO in order to prevent the downloading of Recordings.

Subject to the prior intervention of any competent judicial and / or administrative authority, DEEDO reserves the right to communicate the identity of the offending member to any holder and / or beneficiaries of the digital exploitation rights of the Recordings released. available to the member on and from the Site.

Article 4 - Obligations and limitation of guarantees of DEEDO

a) DEEDO guarantees that it holds the necessary authorizations to use the Recordings under the conditions hereof.

b) It is expressly agreed that DEEDO cannot be held liable for any reason whatsoever because of the content published on the Site by members.

c) It is expressly agreed that DEEDO cannot be held responsible for any fraudulent exploitation of the Recordings which may take place without its knowledge or in contravention of these T & Cs, and in particular for any illegal downloading of the Recordings.

d) DEEDO reserves the right to insert or authorize any third party to insert advertising or promotional messages in all pages of the Site or in exportable readers, without its liability being sought for the content of these advertising messages.

e) As a simple publisher of the service, DEEDO cannot guarantee the quality of the Internet network, nor its access and cannot guarantee the absence of interruption of the service specific to the Internet network.

f) It is expressly agreed that DEEDO can in no way be responsible for any disputes that may arise between members of the Site.

g) DEEDO cannot be held responsible for the dysfunction of the hypertext links on the Site referring to third-party websites (and whose integration has been carried out by DEEDO itself or by a member), nor for their content and in particular advertisements, products, services and / or any other material available on and from such third party sites.

Article 5 - Whistleblowing procedure and reporting abuse

a) The member is invited to report to DEEDO, as part of the alert procedure described below, any fraudulent use of the Site of which he is aware and in particular any message whose content contravenes the prohibitions set out above or more generally in accordance with the laws and regulatory provisions in force.

b) Likewise, any person who considers that there is a violation on the Site of a right which he holds has the possibility to report it to DEEDO (in accordance with article 6-1-5 of the law of June 21 2004 n ° 2004-575) by mail with acknowledgment of receipt, specifying all of the following information:

- the identity of the notifier: if it is a natural person: name, first name, date of birth, nationality, domicile and profession. In the case of a legal person: its form, its corporate name, its registered office and the body which legally represents it;
- the description of the disputed facts and their precise location on the Site;
- the reasons for which the content must be withdrawn, including a mention of the applicable legal provisions;

The member is informed that DEEDO has the possibility of withdrawing, in accordance with the law, any information or content, or of making access to it impossible, as soon as it becomes aware of their manifestly illegal nature.

Article 6 - Personal Data Protection Policy

6.1 Object

This section illustrates DEEDO's commitment with regard to respect for your private life and the protection of personal data concerning you, collected and processed during your use of the Site and DEEDO services under the conditions referred to in within the General Conditions of Use and Sale of DEEDO services (the "Data").

DEEDO undertakes to comply with the legislation in force relating to the protection of privacy with regard to the automated processing of personal data. The Site has been the subject of prior declarations to the National Commission for Computing and Liberties (CNIL).

6.2 Data collected

The Data collected and subsequently processed are those that you voluntarily send us via the Site registration form (the "Form") or on the "My Information" page of your account and concern, at a minimum, your username, your age, your gender and a valid email address.

When you use the Site and the services of DEEDO, certain Data is collected automatically, in particular technical data (such as the IP address of your computer or your mobile devices) and information relating to the consultation and use that you make. the pages of the Site, the advertisements displayed on the Site and the functionalities of DEEDO's services, to the exclusion of any other.

6.3 Purposes of processing

The Data that you voluntarily transmit to us and which are identified as mandatory within the Form, are necessary for the purposes of benefiting from the functionality of the Site and DEEDO services (in particular for access to the Site and DEEDO services).

The Data that you voluntarily transmit to us (mandatory or not) as well as the Data collected automatically by the Site allow (i) to personalize and improve your use of the Site and of DEEDO's services, (ii) to ensure the provision of DEEDO by its partners, if applicable, (iii) to personalize the advertising offer that is offered to you by DEEDO or its partners on the Site or the websites of its

partners, (iv) to analyze and perform statistics as regards the consultation and use of the Site, DEEDO services and advertisements displayed on the Site and, (v) only in the event that you have expressly consented to the association of your DEEDO account with your accounts of use of social networks when you register on the Site or by setting up your DEEDO account for this purpose in the "Notifications and Sharing" section, to share Site content on these networks or to publicize your consultation or your opinion concerning the content of our Site on the websites of these networks.

The Data may also allow DEEDO to send you DEEDO newsletters to the e-mail address as entered and, where applicable, modified by you or even notifications on your devices. mobile. If you no longer wish to receive these newsletters or notifications, you can unsubscribe at any time by clicking on the link provided for this purpose at the bottom of each newsletter or by modifying your Data from your account on the Site by clicking on the section "Notifications & sharing".

This Data is also kept for security purposes, in order to comply with the legal and regulatory obligations to which DEEDO is subject.

6.4 Recipients of the Data

Your Data may not be communicated to third parties without your express consent.

However, you are informed that they may be disclosed by application of a law, regulation or by virtue of a decision of a competent regulatory or judicial authority or, if this proves necessary, for the purposes, for DEEDO, to protect its rights and interests.

As part of the management of your subscription, your Data may be transmitted to the companies responsible for the management, execution and processing of payment transactions.

As part of the sending of newsletters or notifications, your Data may be sent to the Sendinblue company responsible for the management, processing and sending of DEEDO newsletters and notifications.

DEEDO may share some of your Data as part of your use of third-party applications made available to you on the "Application" page of the Site (the "Applications"). DEEDO undertakes to transmit this Data only in cases where you have given your express consent when using each Application. You are informed that the privacy policies of our partners then govern their use of the Data that we communicate to them with your agreement or that they collect directly from you.

As part of the processing of your Data for the purposes of personalizing the advertising offer that is offered to you by DEEDO or its partners, your Data may be transferred to its partners or to service providers responsible for analysis and processing. of your Data on behalf of DEEDO or its partners.

DEEDO may also be required to transmit your Data to Facebook, Twitter, Google +, in the event that you have expressly consented to the association of your DEEDO account with your accounts for using these social networks at the time of your registration on the Site or by setting up your DEEDO account for this purpose in the "Notifications and Sharing" section, in order to (i) allow you to share content from the Site on these networks or to make known your consultation or your opinion concerning content from our Site on the websites of these networks and (ii) to personalize the advertising offer that is offered to you by DEEDO or third parties on these networks.

6.5 Transfert of your Data

As part of the processing of your Data, it may be transferred by DEEDO to servers located in several countries.

You are informed that your Data may be transferred within the DEEDO group to a country other than your country of residence. DEEDO informs you that the transfer of your Data is carried out in compliance with the provisions of the Data Protection Act and in particular articles 68 and 69 of this Law.

In addition, you are informed that in order to allow you to use the Applications, Data may be transferred to a country other than your country of residence and in particular outside the European Union. You are informed that the confidentiality policies of our partners, available in the Applications, then govern the processing by the partners concerned of your Data.

You are also informed that, in the event that you have expressly consented to the association of your DEEDO account with your Facebook, Twitter, Google + user account, some of your Data may be transferred. in a country other than your country of residence and in particular outside the European Union. You are informed that the privacy policy of these social networks to which you have agreed to associate your DEEDO account, if applicable, is available on their respective websites and governs the processing of your Data by these networks.

In addition, in the event that you have subscribed to DEEDO services through a DEEDO partner, some of your Data may be transferred to a country other than your country of residence and in

particular outside the European Union. You are informed that the privacy policy of these partners is available on their respective websites and governs the processing of your Data by these partners.

Finally, you are informed that, in order to enable you to receive newsletters or notifications, Data may be transferred to a country other than your country of residence and in particular outside the European Union (in the United States America). DEEDO informs you that the transfer of your data is carried out in compliance with the provisions of the Data Protection Act and in particular articles 68 and 69 of this Law.

6.6 Data Security

DEEDO attaches particular importance to the security of your Data and implements all appropriate measures to limit the risks of their loss, deterioration or misuse.

6.7 Data Retention

The Data are stored at the site host identified in the Legal Notice and are kept for the period strictly necessary for the achievement of the purposes referred to above.

Beyond this period, they will be kept for exclusively statistical purposes and will not give rise to any exploitation of any kind.

6.8 Your Rights

You have the right to access and rectify your Data by sending us a request to this effect via the "Contact" section or by mail to the following address:

If you are a user in Europe: DEEDO, 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard, France.

If you are a user in Africa: DEEDO, Point-E, rue 4xD BP 45125 Dakar, Fann, Senegal.

Article 7 – Data Collection Systems

DEEDO and third parties are likely to implement Data Collection Systems on the member's computer.

The member can find all the information relating to his rights and the choices he can make on the installation of Data Collection Systems by DEEDO or third parties on his computer in DEEDO's Personal Data Protection Policy, accessible [here](#).

Article 8 – Intellectual Property

The general structure of the Site and all other elements composing it (such as in particular the Recordings, the graphic charter, the texts in particular the album reviews, visuals, photographs, logos, domain name, elements associated with the Recordings including the photographs, images, texts and biography of the authors, performers and / or any other entitled to the Recordings as well as the visuals of the packaging of the Recordings and the biographies) are the exclusive property of DEEDO or have been the subject of prior authorization of use for the benefit of DEEDO.

Any reproduction and representation, total or partial, of the Site and / or its components by any means whatsoever, without the express authorization of DEEDO are therefore prohibited and would constitute an infringement punishable by articles L. 335-2 and following of the Intellectual Property Code.

Any hypertext link referring to the Site and using the technique of “framing” (programming technique offering the possibility of dividing the window of a web browser into several autonomous frames in order to display the content of an external site) or "In-line linking" (process for showing in a web page a single element taken from another site, which saves storage space on the hard disk of the machine where the site is hosted and which has for effect of concealing from an uninformed user the original environment to which this element belongs) is strictly prohibited.

Any artificial use of a DEEDO account (this use having for object, for example, to abnormally or artificially increase the number of plays of certain Recordings), via automated processes such as robots or scripts or by any other means is strictly prohibited.

Article 9 – Site Modification

DEEDO reserves the right to develop its services or the Site, in particular by making new features available or by modifying and / or deleting features currently offered to the member from the Site.

Article 10 – Termination of an account by a Member

The member can unsubscribe from the Site at any time by going to his Profile page.

Any unsubscription from the Site will take effect immediately.

In the event of suspension of one of the Site's services, the member will be notified by DEEDO by means of an information screen when connecting to said service.

Article 11 – Applicable Law

These T & Cs are subject to French law for European users and to Senegalese law for African users.

General Conditions of Use and Sale of DEEDO Premium Service

Article 1 – General Terms

The DEEDO service, its website <https://www.deedo.io> and its DEEDO application - Pan-African music streaming (hereinafter the "Site") are published by the companies Deedo SAS, for its activities in Europe and Deed Development SUARL for its activities in Africa.

DEEDO, a Simplified Joint Stock Company, is registered in the Belfort Trade and Companies Register at number 825 046 196 00010, with capital of € 35,280 and has its registered office at 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard.

Deed Development, Unipersonal Limited Responsibility Company, is registered with the Dakar Trade and Companies Register under number SN DKR 2017 M 9167, with a capital of XOF 1,000,000 and has its head office at Point-E, 4xD street, Dakar Senegal.

DEEDO SAS and Deed Development SUARL are hereinafter referred to as "DEEDO" for these T & Cs (hereinafter the "T & Cs").

The Site offers its visitors or members free discovery and access to music through various services (on demand) and features ("playlists").

The DEEDO Site also offers an unlimited on-demand music listening service in high audio quality and without advertising by paying subscription (hereinafter referred to as "the DEEDO Premium Service").

These general conditions of use and sale exclusively govern the DEEDO Premium Service provided by DEEDO. These conditions apply to the exclusion of all others, in particular those in force for other services - free and paid - offered on the Site.

The purpose of these general conditions of use and sale is to define the contractual and commercial relations between DEEDO, on the one hand, and any subscriber to the DEEDO Premium Service (hereinafter referred to as "the Subscriber"), on the other go.

The Subscriber acknowledges that he will not be able to subscribe to and access the DEEDO Premium Service if he does not fully accept these T & Cs and he does not undertake to comply with them.

The use of the Site and of the DEEDO Premium Service is only authorized within the framework of the family circle, so any use outside this framework, and in particular with a view to sounding public places or shops, is expressly prohibited.

These general conditions are understood without prejudice to the legal provisions applicable in the matter and in particular those provided for in the Consumer Code.

Article 2 – Description of the Deedo Premium Service

The DEEDO Premium Service is a service offered and operated by DEEDO allowing, by subscribing to these conditions, from his personal computer to listen to music in high audio quality in an unlimited way and without advertising.

From the Site, and once he has subscribed to the DEEDO Premium Service, the Subscriber has access to all of its functionalities.

The main features of the DEEDO Premium Service are as follows:

- unlimited access, with a view to their listening to the titles of the musical catalog of the DEEDO Premium Service, to the playlists of the Site;
- no advertising;
- improved listening quality compared to that offered on the free version of the Site.

The DEEDO Premium Service is accessible to the Subscriber until the termination of his subscription according to its duration (day, week, month, year, etc.). Once the subscription expires or terminates, unlimited access to music is no longer permitted.

Music can be listened to for the duration of the subscription, but cannot be downloaded, transferred or burned to any medium.

The Subscriber is informed that DEEDO is not able to prevent the display of any advertisements contained in the music videos provided and hosted by third parties and which would be integrated into the Site (eg: Dailymotion, etc.)

Article 3 – Terms of use of the Premium Service

Access to the DEEDO Premium Service from a personal computer is only possible through the Site.

Use of the DEEDO Premium Service requires a high speed internet connection. It is specified that these connections are not supported by DEEDO, it is therefore the Subscriber's responsibility to subscribe to a Broadband Internet offer beforehand in order to use the DEEDO Premium Service.

The catalog of phonographic recordings available as part of the DEEDO Premium Service is dependent on the contracts in force with the beneficiaries and is therefore liable to vary. Under no circumstances can DEEDO guarantee the presence in the available catalog of the DEEDO Premium Service of any specific title or album or of any specific performer or group of performers. Likewise, DEEDO cannot guarantee that any given title or album or of any specific performer or group of performers present in the available catalog of the DEEDO Premium Service will be indefinitely. DEEDO will in no way be responsible for the deletion or deactivation of elements of the content of the proposed catalog.

The Subscriber can activate the DEEDO Premium Service on a personal computer (PC or Mac) as well as smartphones or tablets. The DEEDO Premium Service can only be accessed from one connection at a time. It is specified that DEEDO implements technical means to verify the absence of multiple simultaneous connections to the same account of the DEEDO Premium Service and to detect multiple connection attempts.

Article 4 – Availability and modification of the DEEDO Premium Service

The DEEDO Premium Service is accessible 24 hours a day, seven days a week, within the limits of the aforementioned conditions of use and the stipulations of Article 11 below.

However, DEEDO reserves the right to make to the DEEDO Premium Service all modifications and improvements of its choice linked to technical development. DEEDO undertakes that this will not result in any increase in prices, alteration of quality or substantial modification of the functionalities of the DEEDO Premium Service.

Furthermore, DEEDO reserves the right to temporarily suspend access to the DEEDO Premium Service to ensure maintenance operations linked to technological developments or necessary for the continuity of the DEEDO Premium Service.

Temporary service interruptions will, as far as possible, be notified via the Site at least 24 (twenty-four) hours before they occur, except when such interruptions are of an emergency nature. DEEDO also reserves the right, without compensation, to terminate the DEEDO Premium Service definitively. Any final closure of the Service will be notified via the Site at least 1 (one) month before it occurs, the Subscriber will no longer be liable for any payment from the date of termination of the Service.

Article 5 – No right of withdrawal - Duration - Renewal - Termination

5.1 No right of Withdrawal

In accordance with the provisions of Article L. 121-21-8 of the Consumer Code, the Subscriber expressly acknowledges and accepts (i) that the provision of the DEEDO Premium Service begins immediately after the validation of his registration for the DEEDO Premium Service, either before the end of the period of fourteen clear days provided for by the Consumer Code and (ii) recognizes and therefore accepts not to benefit from the right of withdrawal linked to online or distance selling. Consequently, no request for retraction, cancellation or refund will be admissible for the period subscribed.

5.2 Duration

DEEDO offers a subscription for a period of one month, or one year (or any other period depending on the offers offered on the Site). It is also possible that offers of trial or discovery of the DEEDO Premium Service of varying duration are offered on the Site, temporarily or not. Unless otherwise indicated, these trial or discovery offers will be subject to these general conditions of use and sale and will be limited to a single registration (same IP (Internet Protocol) address and / or same e-mail address) whatever the trial or discovery offer.

5.3 Renewal

Unless terminated by the Subscriber under the conditions of Article 5.4, the subscription to the DEEDO Premium Service is tacitly renewed for a period identical to that initially subscribed. In the event of tacit renewal, the rate then in effect for the subscription concerned will be fully applicable to the Subscriber. Unless otherwise indicated on the Site and unless terminated by the Subscriber under the conditions of article 5.4, any trial or discovery offer of the DEEDO Premium Service is transformed into a monthly subscription at the rate indicated in the offer or, failing that, at the rate applicable to monthly DEEDO Premium Service subscriptions.

5.4 Termination

When the subscription has been taken out directly with DEEDO from the Site, the Subscriber must notify it from his account on the Site by clicking on the "Cancel my subscription" section. The termination will be taken into account at the end of the current subscription period provided that its

notification has been sent at least 48 (forty eight) hours before its term, and until the end date and time as indicated on the Subscriber's account for a trial or discovery offer, unless otherwise indicated on the Site.

When the subscription has been taken out from a partner platform of DEEDO (for example a subscription taken out on iTunes, etc.), the subscriber must first check the conditions for terminating his subscription from the "My section" Account "on the Site, and follow the instructions specified there. The Subscriber is informed that the terms of termination (procedure, time to take into account, etc.) may vary from one partner platform to another.

Article 6 – Conditions of access to the Premium Service

The Subscriber declares to have the capacity to accept these general conditions of use and sale, that is to say to have the legal majority and not to be the subject of a measure of legal protection of adults (placing under safeguard of justice, under guardianship or under guardianship) or, if the Subscriber is a minor, hold parental authorization allowing him to subscribe.

The Subscriber declares that he has the capacity to issue payments in accordance with the payment terms offered by DEEDO on its platform.

Article 7 – Account Creation

To subscribe to the DEEDO Premium Service, everyone must:

- create an account on the Site or, if the user is already registered, identify himself on the Site; - fill in the different fields of the subscription form on the Site; - confirm their acceptance of these general conditions of sale and use of the DEEDO Premium Service; - pay the price of your subscription using one of the payment methods offered; - confirm their registration.

Once their registration has been validated, DEEDO sends the Subscriber (at the address provided by the latter when registering on the Site) a confirmation email.

Subject to the other stipulations of these general conditions of sale and use of the DEEDO Premium Service, the subscription to the DEEDO Premium Service only comes into effect when DEEDO sends the confirmation email referred to in the paragraph above. DEEDO recommends that the Subscriber keep this email and / or print it.

The Subscriber can change the password communicated from his account on the Site by clicking on the "My account" section.

The Subscriber undertakes to provide true and sincere information concerning him.

The Subscriber undertakes to inform DEEDO without delay of any modification of the information provided when subscribing to his subscription and in particular any change of e-mail address or means of payment. The Subscriber can modify this information from his account on the Site by clicking on the "My account" section.

The Subscriber must immediately inform DEEDO of any loss or unauthorized use of his account, his username and password. Passwords and identifiers are personal and the Subscriber agrees not to disclose them. As such, DEEDO cannot be held responsible for the use of the Subscriber's identifiers and password by a third party to which the Subscriber has communicated them or who has had access to them following a fault, clumsiness or negligence. from the Subscriber.

DEEDO, its partners, co-contractors or beneficiaries cannot be held responsible for the consequences of the wrongful use by the subscriber of his account or of any action carried out on the Subscriber's account by a third party to whom the Subscriber would have communicated his identifiers or who had access to the account following a fault, clumsiness or negligence on the part of the Subscriber.

Article 8 – Price

The price of the Premium Service subscription is indicated on the Site in euros and CFA francs and all taxes included.

DEEDO reserves the right to modify the price of each of the subscription packages. DEEDO will inform each Subscriber by email to the address provided by the Subscriber concerned when registering for the DEEDO Premium Service (or subsequently modified on his account) of any price increase at least 7 (seven) days before it is taken effect. In such a case, the Subscriber who does not accept this rate increase may terminate his subscription from his account on the Site as indicated in article 5 above, this termination taking effect on the next monthly subscription expiry date. . In the absence of termination by the Subscriber, the new pricing will therefore apply from the next subscription deadline following the entry into force of the new pricing.

Any increase in VAT (Value Added Tax) will be automatically and immediately reflected in the price of the DEEDO Premium Service. The same will apply in the event of creation of any new tax which would be based on the price of the DEEDO Premium Service and for which DEEDO would become

liable. The termination conditions provided for in the event of a change in the price of the subscription packages referred to above will apply under the same conditions in the event of a change in the price resulting from an increase or the creation of new taxes.

Please note that connection and communication (Internet) costs associated with using the DEEDO Premium Service are not covered by DEEDO and remain the responsibility of the Subscriber.

Article 9 – Paiement of Subscription

Different means of payment for the price of the subscription or package are offered on the Site (credit card, prepaid card, PayPal and / or other means of payment).

It is specified that when the Subscriber communicates his bank details to DEEDO, these are not kept by DEEDO.

Depending on the length of the subscription chosen by the Subscriber, the subscription price is payable monthly or annually. Payment will be made, in the future (payment in advance), when subscribing to the DEEDO Premium Service then every month or year, by direct debit until termination of the subscription, whether the termination is at his initiative. or that of DEEDO.

In order to optimize transaction security, DEEDO has chosen several payment systems. The guarantees granted by DEEDO for the security of transactions are identical to those obtained respectively by DEEDO from these payment system publishers.

In the absence of any contrary elements provided by the Subscriber, the computerized registers, kept in the computer systems of DEEDO and of its partners under reasonable security conditions, will be considered as proof of communications, orders, validations and payments. intervened between the Subscriber and DEEDO. This information shall prevail except to provide written proof to the contrary by the Subscriber. The archiving of these elements is carried out on a reliable and durable medium so as to correspond to a faithful and durable copy in accordance with Article 1348 of the Civil Code.

Article 10 – Territory

Subscription to the DEEDO Premium Service is reserved for individuals residing in the territories listed on the Deedo platform at the time of registration and having one of the means of payment offered by the platform.

Article 11 – Responsibility

DEEDO cannot be held liable in the event of non-performance or improper performance by the Subscriber of these T & Cs, unforeseeable and insurmountable fact of a third party or in case of force majeure as defined by the Court of Cassation French.

As a simple publisher of the service, DEEDO cannot guarantee the quality of the Internet network or its access and cannot guarantee the absence of interruption of the service specific to the Internet network.

Consequently, DEEDO cannot in any case be held responsible for malfunctions in access to the DEEDO Premium Service, the opening speeds and consultation of the pages of the services, the listening speeds of phonographic recordings, temporary inaccessibility. or definitive to the DEEDO Premium Service, fraudulent use by third parties of the information made available on the Site.

Consequently, it is also the Subscriber's responsibility to protect his computer or other equipment, in particular against any form of intrusion and / or contamination by viruses, DEEDO can in no way be held responsible for an intrusion and / or virus contamination of its equipment resulting from a fault, clumsiness or negligence of the Subscriber.

DEEDO cannot be held responsible for any malfunction or deterioration of the Subscriber's equipment resulting from fault, clumsiness or negligence on the part of the Subscriber or from an unforeseeable and insurmountable fact of a third party. More generally, DEEDO disclaims all liability if a breach of any obligation was the result of a case of force majeure or fortuitous, including, but not limited to, catastrophes, fires, internal or external strike, internal failure or breakdowns or external, and in general any irresistible and unpredictable event that does not allow the proper execution of orders. Under no circumstances can DEEDO be held responsible in the event that the service offered is incompatible with certain equipment and / or functionalities of the Subscriber's computer hardware. Finally, DEEDO cannot be held responsible for the faulty use made by the Subscriber of the DEEDO Premium Service nor for the use of the Subscriber's account made by a third party to whom the Subscriber has communicated his identifiers or who has had access to the account following a fault, clumsiness or negligence on the part of the Subscriber. The Subscriber undertakes in these cases to make his personal matter of any complaint, claim, or opposition and more generally of any proceedings against DEEDO from a third party.

Article 12 – Personal Data Protection Policy

12.1 – Object

This section illustrates DEEDO's commitment to respect for your private life and the protection of personal data concerning you, collected and processed during your use of the Site and DEEDO services under the conditions referred to in within the General Conditions of Use and Sale of DEEDO services (the "Data").

DEEDO undertakes to comply with the legislation in force relating to the protection of privacy with regard to the automated processing of personal data. The Site has been the subject of a prior declaration to the National Commission for Computing and Liberties (CNIL).

12.2 Collected Data

The Data collected and subsequently processed are those that you voluntarily send us via the Site registration form (the "Form") or on the "My Information" page of your account and concern, at a minimum, your username, your age, your gender and a valid email address.

When you use the Site and the services of DEEDO, certain Data is collected automatically, in particular technical data (such as the IP address of your computer or your mobile devices) and information relating to the consultation and use that you make. the pages of the Site, the advertisements displayed on the Site and the functionalities of DEEDO's services, to the exclusion of any other.

12.3 Purposes of Processing

The Data that you voluntarily transmit to us and which are identified as mandatory within the Form, are necessary for the purposes of benefiting from the functionality of the Site and DEEDO services (in particular for access to the Site and DEEDO services).

The Data that you voluntarily transmit to us (mandatory or not) as well as the Data collected automatically by the Site allow (i) to personalize and improve your use of the Site and DEEDO's services, (ii) to ensure the provision of the services of DEEDO by its partners, if applicable, (iii) to personalize the advertising offer that is offered to you by DEEDO or its partners on the Site or the websites of its partners, (iv) to analyze and perform statistics as regards the consultation and use of

the Site, DEEDO's services and advertisements displayed on the Site and, (v) only in the event that you have expressly consented to the association of your DEEDO account with your accounts of use of social networks when you register on the Site or by setting up your DEEDO account for this purpose in the "Notifications and Sharing" section (to access this section, [click here](#)), to share content from the Site on these networks or to make known your consultation or your opinion concerning content of our Site on the websites of these networks.

The Data may also allow DEEDO to send you DEEDO newsletters to the e-mail address as entered and, where applicable, modified by you or even notifications on your mobile devices. . If you no longer wish to receive these newsletters or notifications, you can unsubscribe at any time by clicking on the link provided for this purpose at the bottom of each newsletter or by modifying your Data from your account on the Site by clicking on the section "Notifications & sharing".

This Data is also kept for security purposes, in order to comply with the legal and regulatory obligations to which DEEDO is subject.

12.4 Data Recipients

Your Data are not communicated to third parties without your express consent.

However, you are informed that they may be disclosed by application of a law, regulation or by virtue of a decision of a competent regulatory or judicial authority or, if this proves necessary, for the purposes, for DEEDO, to protect its rights and interests.

As part of the management of your subscription, your Data may be transmitted to the companies responsible for the management, execution and processing of payment transactions.

As part of the sending of newsletters or notifications, your Data may be sent to the Sendinblue company responsible for the management, processing and sending of DEEDO newsletters and notifications.

DEEDO may share some of your Data as part of your use of third-party applications made available to you on the "Application" page of the Site (the "Applications"). DEEDO undertakes to transmit this Data only in cases where you have given your express consent when using each Application. You are informed that the privacy policies of our partners then govern their use of the Data that we communicate to them with your agreement or that they collect directly from you.

As part of the processing of your Data for the purposes of personalizing the advertising offer that is offered to you by DEEDO or its partners, your Data may be transferred to its partners or to service providers responsible for analysis and processing. of your Data on behalf of DEEDO or its partners.

When you have subscribed to DEEDO's services through a DEEDO partner, DEEDO may transmit your Data to this partner in order (i) to ensure the proper execution of the provision of our services by this partner, (ii) to allow it to analyze and carry out statistics regarding the consultation and use of DEEDO's services and (iii) to personalize the advertising offer offered to you by this partner.

DEEDO may also be required to transmit your Data to Facebook, Twitter, Google+, WhastApp, in the event that you have expressly consented to the association of your DEEDO account with your accounts for using these social networks at the time of your registration. on the Site or by setting up your DEEDO account for this purpose in the "Notifications and Sharing" section, in order to (i) allow you to share content from the Site on these networks or to make known your consultation or your opinion concerning content from our Site on the websites of these networks and (ii) to personalize the advertising offer that is offered to you by DEEDO or third parties on these networks.

12.5 Transfer of your Data

As part of the processing of your Data, it may be transferred by DEEDO to servers located in several countries.

You are informed that your Data may be transferred within the DEEDO group to a country other than your country of residence and in particular outside the European Union (in Africa, UK or the United States of America). DEEDO informs you that the transfer of your Data is carried out in compliance with the provisions of the Data Protection Act and in particular articles 68 and 69 of this Law.

In addition, you are informed that in order to allow you to use the Applications, Data may be transferred to a country other than your country of residence and in particular outside the European Union. You are informed that the confidentiality policies of our partners, available in the Applications, then govern the processing by the partners concerned of your Data.

You are also informed that, in the event that you have expressly consented to the association of your DEEDO account with your user account of Facebook, Twitter, Google +, WhatsApp, some of your Data may be subject to a transfer to a country other than your country of residence and in particular outside the European Union. You are informed that the privacy policy of these social networks to which you have agreed to associate your DEEDO account, if applicable, is available on their respective websites and governs the processing of your Data by these networks.

In addition, in the event that you have subscribed to DEEDO services through a DEEDO partner, some of your Data may be transferred to a country other than your country of residence and in particular outside the European Union.

You are informed that the privacy policy of these partners is available on their respective websites and governs the processing of your Data by these partners.

Finally, you are informed that, in order to enable you to receive newsletters or notifications, Data may be transferred to a country other than your country of residence and in particular outside the European Union, outside the United States, Africa, (in the United Kingdom or in the United States of America, in Canada). DEEDO informs you that the transfer of your data is carried out in compliance with the provisions of the Data Protection Act and in particular articles 68 and 69 of this Law.

12.6 Data Security

DEEDO attaches particular importance to the security of your Data and implements all appropriate measures to limit the risks of their loss, deterioration or misuse.

12.7 Data Retention

The Data are stored at the Site host identified in the Legal Notice and are kept for the period strictly necessary to achieve the purposes referred to above.

Beyond this period, they will be kept for exclusively statistical purposes and will not give rise to any exploitation of any kind.

12.8 Your Rights

You have the right to access and rectify your Data by sending us a request to this effect via the "Contact us" section or by mail to the following address:

If you are a user in Europe: DEEDO 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard, France

If you are a user in Africa: DEEDO, Point-E, rue 4xD, BP 45125, Dakar-Fann, Senegal

Article 13 – Data Collection Systems

DEEDO and third parties are likely to implement Data Collection Systems on the member's computer.

The member can find all the information relating to his rights and the choices he can make on the installation of Data Collection Systems by DEEDO or third parties on his computer in DEEDO's Personal Data Protection Policy.

Article 14 – Intellectual Property

The general structure of the Site, the DEEDO Premium Service and all the elements composing them (such as in particular logos, domain names, phonographic or videographic recordings and their associated elements including the photographs, images, texts and biography of the authors, artists) performers and / or any other entitled to the phonographic or videographic recordings as well as the visuals of the packaging of these recordings) are the exclusive property of DEEDO and / or its licensors (in particular phonographic and / or videographic producers ("record companies », Collective management company of copyright (such as SACEM), etc.).

These elements are protected by laws relating to intellectual property and others, and in particular copyright. The Subscriber may only use these elements as part of the use of the DEEDO Premium Service, in accordance with the provisions of these general conditions of use and sale.

Any total or partial representation of the Site, the DEEDO Premium Service and / or the elements composing them (as described above) by any means whatsoever, without the express authorization of DEEDO is therefore prohibited and would constitute a sanctioned infringement. by Articles L. 335-2 et seq. of the Intellectual Property Code.

Any hypertext link referring to the Site and using the technique of "framing" (programming technique offering the possibility of dividing the window of a web browser into several autonomous frames in order to display the content of an external site) or "In-line linking" (process for showing in a web page a single element taken from another site, which saves storage space on the hard disk of the machine where the site is hosted and which has for effect of concealing from an uninformed user the original environment to which this element belongs) is strictly prohibited.

Any artificial use of a DEEDO account (this use having for object, for example, to abnormally or artificially increase the number of plays of certain Recordings), via automated processes such as robots or scripts or by any other means is strictly prohibited.

The phonographic recordings of the DEEDO Premium Service are digital files protected by national and international provisions on copyright and rights related to copyright. As such and in accordance with the provisions of the Intellectual Property Code, only listening to them in an exclusively private setting is authorized. Any use for purposes other than private exposes the Subscriber to civil and / or criminal prosecution. Any other use of these digital files is strictly prohibited and in particular any downloading or attempting to download, any transfer or attempt to transfer permanently or temporarily to the hard drive of a computer or any other device (in particular smartphones, digital music players, and other portable digital audio players), any burning or attempted burning on CD or any other medium is expressly prohibited. Any resale, exchange or rental of these digital files is strictly prohibited.

The Subscriber declares to take note that the phonographic recordings made available to him for listening in the form of digital files as part of the DEEDO Premium Service are protected by technical protection measures put in place by DEEDO in order to prevent or limit, within the limits of the technical constraints existing in the matter and the technologies available, the uses of these recordings not provided for by these general conditions of use and sale.

The Subscriber undertakes not to employ any technical measure likely to allow the circumvention of technical protection measures with a view to downloading these digital files and allowing them to be kept in the storage unit of his reception terminal, whatever it is (PC, macs, mobile phone, digital music player and other portable digital audio players, etc.).

The Subscriber declares to take note that knowingly infringing a technical protection measure exposes him, by application of the provisions of Article L. 335-4-1 of the Intellectual Property Code to the payment of a fine, of 3,750 euros and that the fact of knowingly procuring or offering to others, directly or indirectly, means designed or specially adapted to undermine a technical measure of protection being for its part punishable by imprisonment of six months and of 30,000 euros fine.

Article 15 – Suspension and / or early termination at the initiative of DEEDO or the Subscriber

Without prejudice to any damages that DEEDO may request, DEEDO reserves the right to suspend a Subscriber's access to the DEEDO Premium Service and / or automatically terminate, without notice or compensation, his subscription to the DEEDO Premium Service in case of:

- non-compliance by the Subscriber with these general conditions of use and sale, and in particular:
 - failure to respect the intellectual property rights of DEEDO and / or its licensors,
 - circumvention or attempted circumvention of technical protection measures put in place by DEEDO,
 - multiple simultaneous connections to the same DEEDO Premium Service account or attempt at multiple simultaneous connections,
 - provision of false information when registering for the DEEDO Premium Service;
- total or partial non-payment by the Subscriber of the price of his subscription to the DEEDO Premium Service;
- acts contrary to the commercial interests of DEEDO.

For his part, the Subscriber may terminate, without notice or compensation for the benefit of DEEDO, his package or his subscription in the event of DEEDO's breach of its main obligations defined in these general conditions or in the event of legitimate reasons such as in particular (such as theft of the Mac, PC, technical incompatibility of the DEEDO Premium Service with the Subscriber's equipment).

Article 16 – Amendments to these general conditions of use and sale

DEEDO reserves the right to modify at its discretion these general conditions of use and sale. DEEDO will inform each Subscriber by e-mail to the address provided on the Subscriber's account of any modification to these general conditions of use and sale at least two (2) months before they take effect. In the event that the Subscriber does not accept these modifications, he will be free to terminate his subscription from his account on the Site as indicated in article 5 above, this termination taking effect on the next due date. monthly subscription. In the absence of termination, the new general conditions of use and sale will therefore apply from the next subscription expiry date following the entry into force of the new general conditions of use and sale.

Article 17 – Customer Service

For any information or question concerning the DEEDO Premium Service, the Subscriber

can contact DEEDO via the Site by clicking on the "<http://www.deedo.io/contact>" section or send us a letter at the following address:

For Europe: DEEDO 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard, France (France)

For Africa: DEEDO Point-E, rue 4xD, BP 45125, Dakar-Fann Senegal

Article 18 – Nullity of a Clause

In the event that one of the provisions of these general conditions of use and sale is declared invalid or unenforceable for any reason whatsoever, the other provisions will remain applicable without change, except in cases where the contract could not stand without it.

Article 19 – Applicable Law and Dispute

These general conditions of use and sale are subject, in Europe, to French law, and in Africa to Senegalese law.

Any complaint relating to the application of these General Conditions of Use should be addressed to our Customer Service via the Site by clicking on the section <http://www.deedo.io/contact>, or by post to the address:

DEEDO - 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard, France (France),

Or

DEEDO - Point-E rue 4xD, BP45125, Dakar-Fann, Senegal,

so that it can be processed as quickly as possible.

In the event of a dispute, the parties will seek an amicable solution before any legal action. In the event of failure of these attempts, all disputes to the validity, interpretation and / or execution of these general conditions of use and sale must be brought even in the event of multiple defendants or a guarantee call. , before French or Senegalese courts depending on your place of residence.