

GENERAL TERMS OF USE OF THE FREE SERVICE

The website "http://www.deedo.io" (the "Site") is a music streaming interactive and social site, edited by the company Deedo SAS.

The company has is a company by shares simplified (SAS), registered in the register of trade and companies of Belfort in the number 825 046 196 00010, with a capital of €35280 and headquartered at 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard - France.

DEEDO SAS is hereinafter referred to as 'Has' to the present terms of use (hereinafter the "terms").

Any user registered on the Site, the Site offers a service listening on demand and free of phonographic records (hereinafter the "recordings"), as well as free optional services described below and in the conditions described below. The Site offers also the possibility of becoming a paid subscriber (said 'Premium'), which offers other optional services (the UGC of 'PREMIUM membership ' subject to terms of use separate).

To register on the Site, all users must first create an account, and accept without reservation the registration the present terms of use of the Site (including the policy of Protection of personal data). The user is also called "Member" in this agreement.

The user acknowledges that he cannot access the services of the Site if it does not accept unreservedly these terms and it is committed to respect.

The use of the Site is permitted as part of the family circle, thus any use outside of this framework, and in particular with a view to the sound of public places or shops, is expressly prohibited.

Section 1 - Description of the free service

The Site offers free listening to records, without faculty download, permanent or temporary, with Visual or audio ads on any device (portable or not), with access limited to eight (8) hours per month.

Is possible to listen title, or creating playlists or via radios.

The 'My profile' feature allows the creation of a personal profile (hereinafter the "profile").

The Member States take note of what his profile is accessible to all members of the Site and does it necessarily appear certain data of a personal nature (such as name, age, sex, Visual profile, country of origin).



Optionally, the Member acknowledges that it can choose to publish any other personal data or other information such as his plays or his favorites, which may also be published on the pages of the Member on social networks.

Article 2 - Liability of members

a / the Member is solely responsible for the messages, content or information published by its care on the Site therefore that in its role as host of the service here, within the meaning of the provisions of the law No. 2004-575 of 21 June 2004 on confidence in the economy Digital, DEEDO cannot be responsible for the content published by members on the Site and over which DEEDO has no power of control and surveillance.

The Member agrees expressly, under penalty of criminal or civil liability involved, that the messages he's uploaded are not likely to, unless this list is exhaustive, including:

- -constitute a violation of the rights of intellectual property of third parties; in this respect the Member undertakes to do not reproduce or communicate to the public on the Site of the elements protected in respect of copyright, deposited as a mark or more generally protected by any other right of intellectual property held by a third party without the prior consent of the holders of such rights of property;
- -contain computer viruses likely to interrupt, destroy or alter the functionality of the Site;
- -promoting crimes or contain illegal, threatening, messages or character pedophile, pornographic, defamatory, obscene, hateful, racist, anti-Semitic, xenophobic, revisionist, or contrary to public policy or morality;
- -adversely affect privacy or respect for the dignity of others;
- -encourage violence, fanaticism, to crime, suicide, hatred because of religion, race, sex, sexual orientation, ethnicity;
- -harassing other members;
- -promote or encourage any activity or criminal enterprise;
- -solicit and/or share passwords and/or personal information for purposes commercial or illegal;
- -transmit chains of e-mails, unsolicited mass mailings, instant messages, unwanted advertising messages or e-mails unsolicited;



- -include ads advertising or solicitations in order to provide products and/or services to marketing through the Site;
- -contain addresses or hypertext links to external websites whose content is contrary to the laws and regulations in force, which violate rights of opposites third-party, or that would be of these terms.
- (b) the Member undertakes to not use the automatic use of systems such as scripts to add members to their profile, or send comments or messages.
- (c) DEEDO cannot be held liable for a breach in conservation and the confidentiality of the password of the Member outside its network, nor for any use by a third party to which the Member would have communicated his credentials and his password or who would have access to the account of the Member as a result of a fault, clumsiness, or negligence of the Member or his credentials.

The Member agrees not to use the account, the nickname and the password of another Member.

The Member guarantees the accuracy of information provided has for the purposes of registration and undertakes to notify any subsequent changes.

- (d) the Member acknowledges that DEEDO reserves, for where his use of the Site would be contrary to these terms and, more generally, to the laws and regulations in force, immediately and without notice to its opt-out of services of the Site and/or the blocking of access to the Site.
- (e) DEEDO reserves, in the case where the Member would be responsible for a breach of law, by force or violates 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 Member offender.

Article 3 - Technical measures for the protection of records

- (a) the Member States take note of what the records available from the Site are protected by technical measures of protection put in place by DEEDO to prevent or limit, based on available technologies, the uses of records not authorized by these terms.
- (b) the Member undertakes to not to bypass, in any way whatsoever, such technological protection measures, to download the recordings available for listening only on the Site, or more generally to use those Records for purposes not authorized by these terms.

Member States acknowledge that to knowingly infringe a technical measure of protection exposes it, by application of the provisions of article L. 335-4-1 of the Code of intellectual property french to pay a fine of 3,750 euros and only the fact of purchase or knowingly offer to others, directly or indirectly,



designed or specially adapted means to infringe upon a technical measure of protection being punished for its part a imprisonment of six months and 30,000 euro fine.

(c) has informed the Member that it reserves the right to permanently block all access to the Site to any Member who would have tried to circumvent the technical protection measures implemented by DEEDO preventing download of recordings.

Subject to the prior intervention of judicial and/or administrative authority competent, DEEDO reserves the right to communicate the identity of the offender to all Member holder or holders of the digital exploitation rights of Set records at the disposal of the Member to and from the Site.

Article 4 - Obligations and limitation of warranties of DEEDO

- (a) DEEDO guarantees hold the necessary authorizations for the exploitation of the recordings in the present conditions.
- (b) it is expressly agreed that the responsibility of DEEDO cannot be sought in any capacity 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 operations of records that could take place without his knowledge or in violation of these terms, and in particular any illegal downloading of Records.
- (d) DEEDO reserves the right to insert or allow any third party to insert in all the pages of the Site or in the exportable readers of advertising or promotional messages without that liability cannot be sought on the content of these messages advertising.
- (e) as a simple service Editor, DEEDO cannot guarantee the quality of the Internet, or access and cannot guarantee the absence of the Internet network service interruption.
- (f) it is expressly agreed that DEEDO cannot under any circumstances be responsible for disputes that may arise between members of the Site.



(g) DEEDO cannot be held responsible for the malfunction hypertext links on the Site links to third party Internet sites (and which integration was conducted by DEEDO itself or by a member), nor for their content and in particular for advertising, products, services and/or other materials available on and from these third-party sites.

Article 5 - Alert Procedure and reporting of abuse

- (a) the Member is invited to report to DEEDO, under the alert below described procedure, any fraudulent use of the Site from which he would have knowledge and including any message whose content would contravene the prohibitions above set out or more generally the laws and regulatory provisions in force.
- (b) Similarly, anyone believing that there is violation on the Site of a right which he would hold has the ability to notify DEEDO (article 6-1-5 of the law of June 21, 2004, n° 2004-575) mail with acknowledgment of receipt specifying all of the following information:
- -the identity of the notifier: in the case of a natural person: name, first name, date of birth, nationality, home and profession. In the case of a legal person: its form, its name, its headquarters, and the organ that represents it legally;
- -the description of the disputed facts and their precise location on the Site;
- -the reasons for which the content should be removed including the mention of the applicable legal provisions;

The Member is informed of what has prepared for the possibility to withdraw, in accordance with the law, any information or content, or make access impossible, and this therefore it becomes aware of their manifestly unlawful nature.

Article 6 - Protection of personal data policy

6.1 object

This topic illustrates the commitment of DEEDO having regard to the respect of your privacy and the protection of collected and processed personal data through your use of the Site and services of DEEDO in conditions referred in the terms of use and sale of DEEDO services ("data").



DEEDO undertakes to respect the current legislation on the protection of privacy with respect to the automated treatment of the personal data. Site has been the subject of prior statements to the National Commission for computing and liberties (CNIL).

6.2 data collected

Data collected and later processed are those that you voluntarily give us via the registration form on the Site (the "form") or on the "My information" in your account page and concern, at least, your username, your age, gender and a valid e-mail address.

When you use the Site and the services of DEEDO, some data are collected automatically including technical data (such as your computer or your mobile devices IP address) and information about the consultation and the use by you of the pages of the Site, advertisements displayed on the Site and the features of the services of DEEDO, excluding any other.

6.3 treatment purposes

The data that you provide us voluntarily and who are identified as mandatory within the form, are necessary for the purpose of the site and features DEEDO services (especially for access to the Site and services of DEEDO).

The data that you provide us voluntarily (mandatory or not) as well as the data automatically collected by the Site (i) to customize and improve your use of the Site and has services, (ii) to ensure the provision services has by its partners, if any, (iii) to personalize the advertising offer proposed by DEEDO or partners on the Site or the websites of its partners, (iv) to analyse and conduct statistics as to the consultation and use of the Site, DEEDO and services ads posted on the Site, and (v) only in the case where you have expressly agreed to your account has association with your use of social networks accounts to the time of your registration on the Site, or by setting your account has to this end in the heading " *Notifications and sharing* ", to share content from the Site on these networks or to publicize your consultation or your opinion concerning a our Site content on the websites of these networks.

The data will also allow has to send you newsletters ("newsletter") of DEEDO informed that such email address and, if necessary, modified by you even or notifications on your devices Mobile. If you no longer wish to receive these newsletters or notifications, you can at any time unsubscribe by clicking the link provided at the bottom of each newsletter or by changing your data from your account on the Site by clicking on the heading «Notifications & sharing»



These data are also kept for purposes of security, in order to meet legal and regulatory obligations that DEEDO is submitted.

6.4 data recipients

Your data may be disclosed to third parties without your express consent.

You are informed, however, that they will be disclosed in application of a law, a regulation or a decision of a regulatory authority or competent judicial or even, if necessary, for the purposes, DEEDO, preserve its rights and interests.

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

In sending newsletters or notifications, your data may be passed to Sendinblue society responsible for the management, treatment and sending the newsletters and notifications of DEEDO.

DEEDO may need to share some of your data in connection with your use of third-party applications made available to you in the "Application" of the Site ("Applications") page. DEEDO agrees not to share this data only in the cases where you gave your express consent when you use each Application. You are informed that the privacy policies of our partners then govern the use by them of the data we provide them with your agreement or else they collect directly from you.

In the processing of your data for purposes of customizing the advertising offer proposed by DEEDO or its partners, your data may be transferred to partners or service providers responsible for the analysis and processing of your data for the account has or its partners.

When you subscribe to DEEDO services through a partner of DEEDO, DEEDO may transmit your data to the partner order (i) to ensure the proper execution of the provision of our services by this partner, (ii) to enable to analyze and conduct statistics as to the consultation and use of the services of DEEDO and (iii) to personalize the advertising offer which is offered by this partner.

DEEDO may also transmit your data to Facebook, Twitter, Google, + in the event where you have expressly agreed to your account has association with accounts of use of these social networks at the time of your registration on Site or by setting your account has to this end in the heading "Notifications and sharing", in order to (i) allow you to share content from the Site on these networks or to publicize your consultation or your opinion regarding content of our Site on the



websites of these networks and (ii) customize the advertising offer proposed by DEEDO or third parties on these networks.

6.5 data transfer

As part of the treatment of your data, these can be transferred by DEEDO to servers located in several countries.

You are informed that your data may be transferred within the Group has in one country other than your country of residence and including outside the European Union (in particular in Senegal, has with a subsidiary in Senegal). DEEDO informs you that your data transfer is done in the respect of the provisions of the data protection act and freedom and particularly of articles 68 and 69 of this law.

In addition, you are informed that, in order to allow you to use Applications, data can be transferred in a country other than your country of residence and including outside the European Union. You are informed that privacy of our partners, available in the application policies, then govern the treatment by the partners involved in your data.

You are also informed that, in the case where you have expressly agreed to your account has association with your use of Facebook, Twitter, Google account +, some of your data may be transferred in another country than your country of residence and including outside the European Union. You are informed that the privacy policy of these social networks to which you have agreed to associate your account has, if any, is available on their respective websites and governs the treatment of your data by these networks.

In addition, in the event where you have subscribed to DEEDO services through a partner of DEEDO, some of your data may subject to a transfer in a country other than your country of residence and including outside the European Union. You are informed that the privacy policy of these partners is available on their respective websites and governs the treatment of your data by these partners.

Finally, you are informed that in order to enable you to receive newsletters or notifications, data can be transferred in a country other than your country of residence and including outside the European Union (to the United States of America). DEEDO informs you that your data transfer is done in the respect of the provisions of the data protection act and freedom and particularly of articles 68 and 69 of this law.



6.6 data security

DEEDO attaches great significance to the security of your data and implement all appropriate measures for the purpose of limiting the risk of loss, deterioration or improper use of these.

6.7 data retention

The data are stored at the host of the Site identified breast with <u>Legal notice</u> and are kept for the time strictly necessary to achieve the purposes referred to above - until.

Beyond this period, they will be preserved for exclusively statistical purposes and will not be to no exploitation, of any nature whatsoever.

6.8 your rights

You have a right of access and rectification of your data by sending us a request via the
" ". Contact " " or by mail to the following address: DEEDO 1 Cours Louis Leprince-Ringuet, 25200
Montbéliard - France

Article 7 - data collection systems

DEEDO and third parties are likely to establish data collection systems in the computer of the Member.

Member can find all information relating to their rights and choices he can do on the installation of data collection systems by DEEDO or third parties on his computer in the policy of Protection of data A personal character of DEEDO, accessible here.

Article 8 - intellectual property

The general structure of the Site and all other elements the component (such as including recordings, graphic Charter, including the album reviews, Visual texts, photographs, logos, domain name, elements associated with records in) including photographs, images, texts and biography of the authors, performers and other eligible recordings as well as visuals of the conditioning of the records and biographies) are the exclusive property of DEEDO or were investigated prior authorization of use for the benefit of DEEDO.



All reproduction and representation, total or partial, of the Site and/or the components by any process whatsoever, without the express permission of DEEDO are therefore forbidden and would constitute a counterfeit sanctioned by articles L. 335-2 and following of the Code of intellectual property.

Any hypertext link referring to the Site and using the technique of the 'framing' (programming technique offering the possibility to divide the window of a web browser into several frames autonomous in order to view the contents of an external site) or «» in-line linking" (proceeded to display in a web page one from another site, which saves storage space on the hard disk of the machine where the site is hosted and which has the effect of concealing a uninformed user the enviro environment of origin that belongs to this element) is forbidden.

Any artificial use an account has (this use aimed, for example, to increase the number of plays of some records unnaturally or artificially), through processes automated such as robots or scripts or by any other means is strictly prohibited.

Article 9 - Modification of the site

DEEDO reserves the right to change its services or Site including through provision of new features or by modifying and/or the removal of features so far proposed to the Member from the Site.

Article 10 - Termination of his account by a Member

The Member may at any time to unsubscribe from the Site by going to her profile page.

Any opt-out of the Site will take immediate effect.

In case of suspension of one of the services of the Site, the Member will be informed by DEEDO through a screen of information during its audit service connection.

Article 11 - Applicable law

These terms are subject to French law.



General conditions of use and sale Service DEEDO Premium

Article 1 - General

The website "http://www.deedo.io" (the "Site") is a music streaming interactive and social site, edited by the company Deedo SAS.

The company has is a company by shares simplified (SAS), registered in the register of trade and companies of Belfort in the number 825 046 196 00010, with a capital of €30,000 and headquartered at 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard - France.

DEEDO SA is hereinafter referred to as 'Has' to these TOS - terms (hereinafter the "GTU - GTS").

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

The Site has also offers a service of unlimited listen to music on demand in high audio quality and without advertising by paid subscription (hereinafter referred to as "the DEEDO Premium Service").

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

These terms of use and sale are intended to define the contractual and business relationships between DEEDO, on the one hand, and any subscriber to DEEDO Premium Service (hereinafter "the Subscriber"), on the other hand.

The Subscriber acknowledges that he will be able to subscribe and access the DEEDO Premium Service if it does not accept unreservedly these terms - terms and it is committed to respect.

The use of the Site and the Premium Service has is allowed as part of the family circle, thus any use outside of this framework, and in particular with a view to the sound of public places or shops, is expressly prohibited.

These terms agree without prejudice to the legal provisions applicable in this area and in particular those provided the consumer Code.



Section 2 - Description of the Premium Service has

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

From the site, and once he has subscribed to the Premium Service has, the Subscriber has access to all the features of it.

The main features of the Premium Service has are:

-unlimited access, to listen to the titles of the music catalog of the DEEDO Premium Service, in the playlists of the Site;

-No advertising;

-a sound quality improved compared to that offered on the free version of the Site.

DEEDO Premium Service is available for the Subscriber up to the termination of their subscription according to its duration (month, year, etc.). Once the subscription is expired or terminated, unlimited access to music is no longer allowed.

The music can be listened to for the duration of the subscription, without however being able to be downloaded, transferred or on any medium whatsoever.

It is clear to the Subscriber that has is not able to prevent the display of ads possibly contained in the video clips provided and hosted by third parties and which would be integrated into the Site (ex: Dailymotion,...)

Section 3 - Conditions for use of the Premium Service

Access to the Premium Service has a personal computer is possible through the Site.

Using the DEEDO Premium Service requires an internet connection broadband. It is specified that these connections are not supported by DEEDO, it belongs therefore to the Subscriber to first subscribe to a high-speed Internet in order to use the Premium Service has.



The catalogue of phonographic records available as part of the Premium Service has is dependent on existing contracts with right holders and is accordingly likely to vary. Any DEEDO cannot guarantee the presence in the catalogue available for the Premium Service has a title or album determined or any performer or group of performers determined. Similarly, DEEDO cannot guarantee that any title or album determined or any performer or group of performers determined present in the catalogue available for the Premium Service has be indefinitely. DEEDO will be in no way responsible for the removal or disabling of the content of the proposed catalogue items.

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

Article 4 - Availability and changes to the Premium Service has

DEEDO Premium Service is available 24 hours a day, seven days a week, within the limits of the above terms of use and the provisions of article 11 below.

However, DEEDO reserves the right to make the Premium Service has all the changes and improvements of their choice related to the technical development. DEEDO is committed to what he does or increase prices, or changes in quality or or substantial changes to features of the Premium Service has.

Moreover, DEEDO reserves the right to temporarily suspend access to the Premium Service has to ensure operations maintenance related to changing technology or necessary for the continuity of the DEEDO Premium Service.

Temporary interruptions of the service will be, wherever possible, notified via the Site at least 24 (twenty-four) hours before they operate, except when these interruptions have a sense of urgency. DEEDO also reserves the right, without compensation, to put a definitive end to the DEEDO Premium Service. Any final closing of the Service will be notified via the Site at least 1 (one) month before that it occurs, the Subscriber will be more accountable to no payment from the date of Service downtime.

Article 5 - Absence of right of withdrawal - duration - renewal - termination



5.1 lack of right of withdrawal

In accordance with the provisions of article L. 121-21-8 of the Code of consumption, the Subscriber acknowledges and agrees expressly (i) DEEDO Premium Service delivery begins immediately after registering for the Premium Service DEEDO validation either before the end of the period of fourteen days provided for by the Code of consumption, and (ii) acknowledges and agrees accordingly to do not benefit from the right of withdrawal associated with online or distance. Accordingly, any application for revocation, cancellation or refund will be admissible for the contracted period.

5.2 duration

DEEDO offers a subscription for a period of one month, or a year (or any other duration depending on the offers available on the Site). It is also possible that offers trial or discovery of the Premium Service has for a variable period are available on the Site, temporarily or not. Unless stated otherwise, these trial offers or discovery will be subject to these terms of use and sale and will be limited to only one entry (same IP (Internet Protocol) address or same e-mail address electronic) whatever the offer trial or discovery.

5.3 renewal

Unless terminated by the Subscriber under the conditions of article 5.4, the subscription to the Premium Service has is tacitly renewed for a period identical to that initially subscribed.

In the case of tacit renewal, the rate then in effect for the concerned subscription will be fully applicable to the Subscriber.

Unless otherwise stated on the Site, and unless terminated by the Subscriber under the conditions of article 5.4, any offer trial or discovery of the Premium Service has turned into a monthly subscription to the price indicated in the offer or, failing that, at the rate applicable to monthly subscriptions to the Premium Service has.

5.4 termination of subscription

When the subscription has been subscribed directly with DEEDO from the Site, the Subscriber must notify it from their account on the Site by clicking on the heading "cancel my subscription". Taking into account the termination will be effective at the end of the subscription period underway provided that its notification has been sent at least 48 (forty-eight) hours before his term, and up to



the date and time of such end indicated on the account the Subscriber for a bid test or discovery, unless otherwise stated on the Site.

When the subscription has been subscribed from a platform DEEDO partner (e.g. a subscription on iTunes, etc.), the Subscriber must check in advance the conditions for termination of its membership from the "My account" section on the Site, and follow the instructions specified. The Subscriber is informed that the terms of termination (procedure, time it takes into account, etc.) may vary from one partner to another platform.

Article 6 - Conditions for access to the Premium Service

The Subscriber declares having the ability to accept these terms of use and sale, IE have the majority and not be a measure of legal protection of adults (put under protection of justice, under) guardianship or curatorship) or, if the customer is a minor, parental permission to subscribe.

The Subscriber declares having the ability to make payments in accordance with the terms of payment proposed by DEEDO on its platform.

Article 7 - Creating an account

To subscribe to the Premium Service DEEDO, a person must:

- -create an account on the Site or, if the user is already registered, identify the site;
- -fill in the different fields of the subscription on the Site form;
- -to confirm its acceptance of the present general conditions of sale and use of the Premium Service has:
- -set the price of its subscription using one of the proposed means of payment;
- -confirm his registration.

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

Subject to the other provisions of these terms of sale and use of the Premium Service DEEDO, DEEDO Premium Service subscription is effective when DEEDO address the e-mail confirmation referred to the paragraph above. DEEDO recommends the Subscriber to keep this email and/or print it out.



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

The Subscriber agrees to provide true and sincere information about it.

The subscriber undertakes to inform DEEDO without delay of any change in the information provided during the subscription of its subscription and including any change of address of e-mail or means of payment. The Subscriber may modify this information from their 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 login and password. IDs and passwords are personal and the Subscriber agrees to not to disclose. Such, DEEDO cannot be held responsible for the use of IDs and the password of the customer by a third party whereby the Subscriber would have communicated them or else that would have had access as a result of a fault, mistake or negligence on the part of the Subscriber.

DEEDO, its partners, co-contractors or assigns cannot be held responsible for the consequences of the improper use by the Subscriber of its account or for any action performed on the account of the customer by a third party to whom the Subscriber would have communicated his credentials or who would have had access to the account as a result of a fault, mistake or negligence on the part of the Subscriber

Article 8 - price

The price of the subscription to the Premium Service is indicated on the Site in euros and include all taxes.

DEEDO reserves the right to modify the price of each subscription plans. DEEDO will inform each Subscriber by e-mail to the address provided by the Subscriber at the time when registering for the Premium Service has (or later amended his account) any increase in price at least 7 (seven) days prior to its coming into effect. In such a case, the Subscriber not accepting this fee increase may terminate his membership from his account on the Site as indicated in article 5 above this termination taking effect in the next monthly subscription. Failing termination by the Subscriber, the



new pricing will be applicable from the next due date of subscription after taking effect of the new pricing.

Any increase in the VAT (value added tax) will be reflected on the price of the Premium Service has automatically and immediately. It will be the same when creating a any new tax would be sitting on the price of the Premium Service has and which has become indebted. The conditions of cancellation in the case of change of the price of the subscription plans referred to above apply under the same conditions in case of modification of the resulting price increase or creation of new taxes.

He's recalled that connection and communication (Internet) costs related to the use of the Premium Service has are not supported by DEEDO and remain the responsibility of the Subscriber.

Article 9 - Payment of the price

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

It is stated that when the Subscriber communicates DEEDO his bank details, these are not preserved by DEEDO.

According to the duration of the subscription chosen by the Subscriber, the subscription price is payable monthly or annually. The payment will be made, term expiring (payment in advance), when subscribing DEEDO Premium Service and then every month or year per debit until the termination of their subscription, termination or on its own initiative to that of DEEDO.

In order to optimize the security of transactions, DEEDO chose several payment systems. DEEDO's guarantees in respect of the security of the transactions are identical to those obtained respectively by DEEDO of these publishers of payment systems.

Absence of contrary evidence by the Subscriber, computerized, kept registers in the computer systems of DEEDO and its partners in reasonable conditions of security, will be considered as proof of the communications, controls, validations and payments intervened between the Subscriber and has. This information will be faith between unless you provide written proof and otherwise by the Subscriber. Archiving these items is performed on a support reliable and durable to correspond to a loyal and durable copy, in accordance with article 1348 of the civil code.



Article 10 - territory

Subscription to the Premium Service DEEDO is reserved to individuals residing in the territories set out on the platform Deedo registration and with one of the payment methods offered by the platform.

Article 11 - liability

DEEDO responsibility cannot be retained in the event of non-performance or improper performance by the customer of these terms - t &, in fact unpredictable and insurmountable, of a third party or force majeure as defined by the French Court of cassation.

As a simple service Editor, DEEDO cannot guarantee the quality of the Internet nor access and cannot guarantee the absence of the internet network service interruption.

As a result, DEEDO can in no case be held responsible for malfunctions in the access, DEEDO Premium Service, openness and consultation of the pages of the services speeds speeds of listening to the Phonographic, of recordings permanent or temporary inaccessibility DEEDO Premium Service, of fraudulent use by third parties of the information made available on the Site.

Accordingly, also, it is up to the Subscriber to protect its hardware or other particularly against any form of intrusion and contamination by viruses, DEEDO cannot under any circumstances be held liable for intrusion or contamination by viruses of its resulting material of a fault, clumsiness or negligence of the Subscriber.

DEEDO cannot be held responsible for any malfunction or damage to equipment resulting from Subscriber to a fault, clumsiness or negligence of the Subscriber or unpredictable and insurmountable of a third party.

More generally, DEEDO disclaims any responsibility if a breach any obligation was due to a case of force majeure or fortuitous, including, but not be limited to, disasters, fires, internal or external strike, failure or failures internal or external, and in general all irresistible and unpredictable event does not allow the execution of orders.

Any DEEDO cannot be held responsible in the case where the service offered to prove incompatible with some equipment and/or computer equipment of the Subscriber features.

Finally, DEEDO cannot be held responsible for the improper use by the Subscriber DEEDO Premium Service or the use of the Subscriber's account made by a third party to whom the Subscriber would



have given his credentials or who would have had access to the account due to a fault, mistake or negligence on the part of the Subscriber. The Subscriber agrees in these cases to make his personal affair of any claim, demand, or opposition, and more generally of any proceedings filed against DEEDO from a third party.

Article 12 - Protection of personal data policy

12.1 - object

This topic illustrates the commitment of DEEDO having regard to the respect of your privacy and the protection of collected and processed personal data through your use of the Site and services of DEEDO in conditions referred in the terms of use and sale of DEEDO services ("data").

DEEDO undertakes to respect the current legislation on the protection of privacy with respect to the automated treatment of the personal data. Site has been the subject of a prior declaration to the National Commission for computing and liberties (CNIL).

12.2 data collected

Data collected and later processed are those that you voluntarily give us via the registration form on the Site (the "form") or on the "My information" in your account page and concern, at least, your username, your age, gender and a valid e-mail address.

When you use the Site and the services of DEEDO, some data are collected automatically including technical data (such as your computer or your mobile devices IP address) and information about the consultation and the use by you of the pages of the Site, advertisements displayed on the Site and the features of the services of DEEDO, excluding any other.

12.3 purpose of treatment

The data that you provide us voluntarily and who are identified as mandatory within the form, are necessary for the purpose of the site and features DEEDO services (especially for access to the Site and services of DEEDO).

The data that you provide us voluntarily (mandatory or not) as well as the data automatically collected by the Site (i) to customize and improve your use of the Site and has services, (ii) to ensure



the provision of services of DEEDO by its partners, if any, (iii) to personalize the advertising offer proposed by DEEDO or partners on the Site or the websites of its partners, (iv) to analyse and conduct of statistics as to the consultation and use of the Site, the services DEEDO and ads displayed on the Site, and (v) only in the case where you have expressly consented to your account DEEDO association with use of your accounts social networking at the time of your registration on the Site, or by setting your account has for this purpose under the heading "Notifications and sharing" (to access this topic, click here), to share content from the Site on these networks or to publicize your consultation or feedback concerning our Web Site content on the websites of these networks.

The data will also allow has to send you newsletters ("newsletter") of DEEDO informed that such email address and, if necessary, modified by you even or notifications on your devices Mobile. If you no longer wish to receive these newsletters or notifications, you can at any time unsubscribe by clicking the link provided at the bottom of each newsletter or by changing your data from your account on the Site by clicking on the heading «Notifications & sharing»

These data are also kept for purposes of security, in order to meet legal and regulatory obligations that DEEDO is submitted.

12.4 recipients of data

Your data are being communicated to third parties without your express consent.

You are informed, however, that they will be disclosed in application of a law, a regulation or a decision of a regulatory authority or competent judicial or even, if necessary, for the purposes, DEEDO, preserve its rights and interests.

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

In sending newsletters or notifications, your data may be passed to Sendinblue society responsible for the management, treatment and sending the newsletters and notifications of DEEDO.

DEEDO may need to share some of your data in connection with your use of third-party applications made available to you in the "Application" of the Site ("Applications") page. DEEDO agrees not to share this data only in the cases where you gave your express consent when you use each Application. You are informed that the privacy policies of our partners then govern the use by them of the data we provide them with your agreement or else they collect directly from you.



In the processing of your data for purposes of customizing the advertising offer proposed by DEEDO or its partners, your data may be transferred to partners or service providers responsible for the analysis and processing of your data for the account has or its partners.

When you subscribe to DEEDO services through a partner of DEEDO, DEEDO may transmit your data to the partner order (i) to ensure the proper execution of the provision of our services by this partner, (ii) to enable to analyze and conduct statistics as to the consultation and use of the services of DEEDO and (iii) to personalize the advertising offer which is offered by this partner.

DEEDO can also be brought to pass your data to Facebook, Twitter, Google, + e, in the case where you have expressly agreed to your account has association with your use of these social networks accounts at the time of your entry on the Site, or by setting your account has to this end "Notifications and sharing, so to (i) allow you to share content from the Site on these networks or to publicize your consultation or your opinion about one. our Site content on the websites of these networks and (ii) customize the advertising offer proposed by DEEDO or third parties on these networks.

12.5 transfer of your data

As part of the treatment of your data, these can be transferred by DEEDO to servers located in several countries.

You are informed that your data may be transferred within the Group has in one country other than your country of residence and including outside the European Union (Africa, UK or the United States of America). DEEDO informs you that your data transfer is done in the respect of the provisions of the data protection act and freedom and particularly of articles 68 and 69 of this law.

In addition, you are informed that, in order to allow you to use Applications, data can be transferred in a country other than your country of residence and including outside the European Union. You are informed that privacy of our partners, available in the application policies, then govern the treatment by the partners involved in your data.

You are also informed that, in the case where you have expressly agreed to your account has association with your use of Facebook, Twitter, Google account +, some of your data may be transferred in another country than your country of residence and including outside the European Union. You are informed that the privacy policy of these social networks to which you have agreed to associate your account has, if any, is available on their respective websites and governs the treatment of your data by these networks.



In addition, in the event where you have subscribed to DEEDO services through a partner of DEEDO, some of your data may subject to a transfer in a country other than your country of residence and including outside the European Union.

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

Finally, you are informed that, in order to receive newsletters or notifications, data can be transferred in a country other than your country of residence and including outside the European Union (in Africa, UK or to the) United States of America). DEEDO informs you that your data transfer is done in the respect of the provisions of the data protection act and freedom and particularly of articles 68 and 69 of this law.

12.6 security of data

DEEDO attaches great significance to the security of your data and implement all appropriate measures for the purpose of limiting the risk of loss, deterioration or improper use of these.

12.7 data retention

The data are stored at the host of the Site identified breast with <u>Legal notice</u> and are kept for the time strictly necessary to achieve the purposes referred to above - until.

Beyond this period, they will be preserved for exclusively statistical purposes and will not be to no exploitation, of any nature whatsoever.

12.8 your rights

You have a right of access and rectification of your data by sending us a request via the " ". <u>Contact us "</u> " or by mail to the following address: DEEDO 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard - France



Article 13 - data collection systems

DEEDO and third parties are likely to establish data collection systems in the computer of the Member.

The Member may find all the information relating to their rights and choices he can do on the installation of data collection systems by DEEDO or third parties on his computer in the policy of Protection of data A personal character of DEEDO.

Article 14 - Intellectual property

The general structure of the Site, the Service has Premium and all components (such as including logos, domain names, phonographic or videographic recordings and associated their items including photographs, images, texts) and biography authors, artists-performers or of any other right on phonographic or videographic recordings as well as visuals of the conditioning of these recordings) are the exclusive property of DEEDO and/or of its licensors (including phonographic or videographic producers ("record labels", society of collective management of copyright (such as the SACEM), etc.).)

These elements are protected by the laws regarding the intellectual and other property including copyright. The Subscriber cannot use these items for the use of the Premium Service has, in accordance with the provisions of the present general conditions of use and sale.

Any representation total or partial of the Site, for the Premium Service DEEDO and/or of the elements (as described above) by any means that it either, without the express permission of DEEDO is therefore prohibited and would infringe sanctioned by articles L. 335 - 2 and following of the Code of intellectual property.



Any hypertext link referring to the Site and using the technique of the 'framing' (programming technique offering the possibility to divide the window of a web browser into several frames autonomous in order to view the contents of an external site) or «» in-line linking" (proceeded to display in a web page one from another site, which saves storage space on the hard disk of the machine where the site is hosted and which has the effect of concealing a uninformed user the enviro environment of origin that belongs to this element) is forbidden.

Any artificial use an account has (this use aimed, for example, to increase the number of plays of some records unnaturally or artificially), through processes automated such as robots or scripts or by any other means is strictly prohibited.

Phonographic records of DEEDO Premium Service are digital files protected by national and international provisions on copyright and neighboring rights of copyright. For this reason and in accordance with the provisions of the intellectual property Code, only listening in an exclusively private setting is allowed. 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 download or attempt to download, any transfer or attempted transfer of a permanent or temporary hard disk of a computer or any other device (including smartphones, digital music players and other portable digital audio players), any engraving or attempted burning on CD or any other medium are expressly forbidden. Any resale, Exchange or lease of these digital files are strictly prohibited.

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

The Subscriber agrees to use any technical measure to allow the circumvention of technological protection measures in order to proceed to the download of these digital files and allow their



conservation in his storage unit Terminal reception whatsoever (PC, macs, mobile phone, digital music player and other portable digital audio players, etc.).

The Subscriber declares take note that to knowingly infringe a technical measure of protection exposes it, by application of the provisions of article L. 335-4-1 of the Code of intellectual property to the payment of a fine of 3,750 euros and that the made available or knowingly to others, directly or indirectly, offer means designed or specially adapted to cause damage to a technological protection measure for his part being punished with imprisonment of six months and 30,000 euros fine.

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

Without prejudice of all damages that DEEDO could seek, DEEDO reserves the right to suspend access to a subscriber to the Premium DEEDO Service and/or terminate full rights, without notice or compensation, his subscription to the Premium Service has in the case of:

-no respect by the Subscriber of the present general conditions of use and sale, including:

- no respect for the rights of intellectual property of DEEDO and/or its licensors,
- circumvention or attempted circumvention of the technical protection measures in place by DEEDO,
- connections multiple simultaneous to the same account of the DEEDO Premium Service or attempt of multiple simultaneous connections.
- provision of false information on registering for the Premium Service DEEDO;
 -total or partial payment by the Subscriber of the price of its subscription to the Premium Service DEEDO;

-conduct contrary to the commercial interests of DEEDO.

For its part, the Subscriber may terminate, without notice or compensation to the benefit of DEEDO, its package or subscription breach of has its main obligations set out in these general conditions or in the case of legitimate such as especially (such as flight of the mac, PC, technical incompatibility of the Premium Service has with the equipment of the Subscriber).



Article 16 - Changes of the present general conditions of use and sale

DEEDO reserves the right to change these terms of use and sale at its discretion. DEEDO will inform each Subscriber by e-mail to the address provided on the account of the customer of any changes to these terms of use and sale at least two (2) months before they take effect. In the case where the Subscriber would not accept these changes, he will be free to terminate his membership from his account on the Site as indicated in article 5 above - before, this termination taking effect the next monthly subscription. Failing termination, the new General conditions of use and sale will therefore apply from the next due date of subscription after taking effect of the new General conditions of use and sale.

Article 17 - Customer Service

For any information or question regarding the DEEDO Premium Service, the Subscriber can contact DEEDO via the Site by clicking on the heading " ". http://www.deedo.IO/contact' or send us a letter at the following address:

DEEDO

1 Cours Louis Leprince-Ringuet, 25200 Montbéliard - France

Article 18 - Nullity of a clause

In the case where one of the provisions of the present general conditions of use and sale would be declared invalid or unenforceable for any reason whatsoever, the other provisions remain applicable without change, except in cases where the contract could survive without it.

Article 19 - Applicable law and litigation

These terms of use and sale are subject to French law.

Any claim relating to the application of these Conditions of use should be addressed to our Customer Service via the Site by clicking on the heading http://www.deedo.IO/contact, or by postal mail at the



address DEEDO - 1 Cours Louis Leprince-Ringuet, 25200 Montbéliard, France, so that she could be treated at the earliest.

In case of dispute, the parties will seek an amicable solution before any legal action. In case of failure of these attempts, all challenges to the validity, interpretation or execution of these terms of use and sale shall be brought even in case of plurality of defendants or guarantee call, before the french courts.