

## **Uploader Terms of Use UNLOCKTME**

**Version of the 12/07/2022**

### **1. Scope and Object**

Unlocktme is an application that allows a person (the “**Uploader**”) to upload content on Unlocktme’s server, in order to make it available to third parties (“**Downloaders**”) through a URL hyperlink against a payment.

The Application is made available by Behind The App, a French registered company with a social capital of 1.000€, with its head office located 14, rue Charles V, 75004, Paris, France, registered in the Paris Trade and Commerce Register under number 903 375 608 (hereinafter “**Unlocktme**”, “**we**”, “**us**”, “**our**”).

These Terms of Use (hereinafter the “**Terms of Use**”) are an agreement between Unlocktme and Uploader and define the access and use of the Application by Uploader.

The Terms of Use are accessible at any time on the Application and will prevail on any contradictory document.

### **2. Definitions**

**Account** : Online account on the Application assigned to Uploader, and accessible through the Application with the Uploader’s Credentials.

**Content** : Any content made available on the Application by Unlocktme, apart from any File.

**Credentials** : an Account’s dedicated e-mail address and password, which are necessary to Uploader to access its account, and are personal and private to each Uploader.

**Data Protection Laws** : means (i) the Regulation (EU) 2016/679 (General Data Protection Regulation) of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as currently in effect and as may be amended from time to time, France’s Law no°78-17 of 6 January 1978 on data processing, files and freedoms and any regulation(s) that complete or replace such law and France’s Law no°2018-493 of 20 June 2018; (ii) where applicable, regulations adopted within the European Union and local laws that may apply to Personal Data processed within the scope of these Terms of Use.

**Downloader** : Any natural person that navigates a Download Page and uses it to download a File against payment.

**Download Page** : Webpage published by Unlocktme and accessible with a dedicated URL address, on which the Downloader can access and download a File.

**File** : Digital file that an Uploader uploads by using the Services, as provided by Article 4 below, to make them available for access and download against a payment.

**Parties** : Unlocktme and the Uploader, together.

**Application** : The Application through which the Services are available to Uploader.

**Services** : Services made available on the Application as described under Article 4.

**Stripe** :

For Uploaders based in the United States of America : Stripe, Inc., a Delaware registered corporation, registered at 185 Berry Street, Suite 550, San Francisco, CA, 94107, USA.

For Uploaders based in the European Union : Stripe Payments Europe, Ltd, an Irish Private Company Limited by Shares, registered at A&L GOODBODY, IFSC, North Wall Quay, D01 H1O4, Dublin, Ireland.

For Uploader based in the United Kingdom : Stripe Payments UK, Ltd, a UK registered private limited company, registered at 9th Floor, 107 Cheapside, London, EC2V 6DN, United Kingdom.

Other entities may be applicable when Uploader resides in another country. More information at <https://stripe.com/fr/legal>.

**Uploader** : Any natural person that makes Files available on the Application thanks to the Services.

### **3. Agreement to the Terms of Use and Modification thereof**

#### **3.1 Binding Agreement**

These Terms of Use are a contract between the Uploader and Unlocksme. Access to and use of the Application by the Uploader are subject to express prior agreement to these Terms of Use by the Uploader. If the Uploader refuses to agree with the Terms of Use, the Uploader shall not access and/or use the Application and the Services.

#### **3.2 Modifications**

Unlocksme can modify these Terms of Use at any time, with a reasonable prior notice where these modifications have a negative impact on the provision of the Services for Uploader. The revised terms will enter into force at the moment of their acceptance by the Uploader. The Terms of Use are available for review at any time on the Application. The Uploader is informed and agrees that if it fails to accept any modified Terms of Use, the Uploader must terminate its Account under the stipulations laid out under Article 4.2.2.

#### **3.3 Change in Law**

If any provision of these Terms of Use becomes void due to a change of legislation or regulation, or is declared void by a decision of justice, it will not affect the validity and obligation to respect other provisions within these Terms of Use.

#### **3.4 Prohibited Uses**

Uploader shall not do, nor shall it authorize any person or entity to do, any of the following:

- (1) use the Application for any purpose or in any manner not specifically authorized by this agreement;
- (2) make any copies or prints, or otherwise reproduce or print, any portion of the Application, whether in printed or electronic format;
- (3) distribute, republish, download, display, post, or transmit any portion of the Application;
- (4) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble the Application or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Application or any software, documentation or data related to the Application;
- (5) modify, adapt, translate, or create derivative works from or based upon any part of the Application, or combine or merge any part of the foregoing with or into any other software, document, or work;

- (6) refer to or otherwise use any part of the Application as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those provided by Unlocktme;
- (7) remove, erase, or tamper with any copyright, logo, or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Application, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of confusing an individual as to Unlocktme's rights in the foregoing;
- (8) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Application without our express prior written consent (which may be withheld by us for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as we, in our sole discretion, deem desirable);
- (9) use the Application to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this agreement;
- (10) use the Application to store, receive, or distribute any information in violation of any applicable law or otherwise use the Application to break or violate any applicable law, regulation, ordinance or guideline;
- (11) diminish or infringe any intellectual property rights in and to the Application or impair or interfere with any copyright protection mechanisms, copyright management information systems or digital identification devices employed in association with the foregoing;
- (12) cause the Application to defame or infringe the rights of any other person, including intellectual property rights (for example, any patent, trademark, trade secret, copyright, or other proprietary rights) or rights of publicity or privacy;
- (13) promote, condone, or incite violence, dangerous acts, discrimination against individuals or groups based on race, ethnic origin, religion, disability, gender, age, nationality, political affiliation, or sexual orientation/gender identity or any other protected characteristic, or threaten, harass, or bully any person or collect, store, receive, process, use, disclose, manipulate, track, or distribute any Files or data that does any of the foregoing ;
- (14) use the Application to publish and/or distribute any kind of illicit content;
- (15) use the Application to publish and/or distribute any kind of sexual or pornographic content;
- (16) act in a manner that is illegal, discriminatory, derogatory, hateful, abusive, racist, fraudulent, defamatory, libelous, unlawful, harassing, violent, or threatening;
- (17) collect, store, receive, process, use, disclose, manipulate, track or distribute any computer viruses, worms, trojan horses, back door, trap door, time bombs, malware, or other malicious code;
- (18) use any device, software, methodology, or routine to interfere with or disrupt the Application or the servers or networks connected to the Application by trespass or burdening network capacity;
- (19) restrict or inhibit any other person from using the Application, including without limitation by means of "hacking" or defacing any portion thereof;
- (20) use any robot, spider, other automatic device, or manual process, to "screen scrape," monitor, "mine," or copy any portion of the Application;
- (21) attempt to do or assist any party in attempting to do any of the foregoing.

Although Unlocktme has no obligation to monitor use of the Application, it may do so and may prohibit any use that it believes may be (or is alleged to be) in violation of applicable laws or regulations or this agreement.

#### **4. Services**

The Services are provided through the Application. Thus, access to the Application is mandatory for the proper provision of the Services.

##### **1. Access to the Application**

Subject to the terms and conditions of this agreement, Unlocktme grants to Uploader a non-exclusive, non-transferable, non-sublicensable, revocable right during the time Uploader accesses to the Application, to use the Application for the sole purpose of using the Services. Unlocktme reserves for itself and its licensors any rights not expressly granted in this agreement. Full access to the Application is subject to the procedure described hereinunder. Uploader must at all times comply with applicable laws, regulations and guidance.

To use the Application, Uploader must have a compatible device, and Unlocktme does not warrant that the Application will be compatible with all devices. Uploader is responsible for selecting, obtaining, and maintaining any equipment, items, and ancillary services needed to access and use the Application.

To access and use the Application and Services, the Uploader must have the following hardware and software: a smartphone running IOS (version: 10) or ANDROID (version: 23)). Unlocktme shall not be liable for any inability and/or difficulty in accessing and/or using the Application and Services if the Uploader does not have the minimum system requirements. All costs associated with Uploader's hardware and software equipment required to access and use the Application and Services, including hardware, software and Internet access costs, are the sole responsibility of the Uploader.

##### **2. Account Creation and deletion**

###### **2.1. Account Creation**

Uploader must create an Account to be able to use the Services.

Uploader must be 18 years old or older to create an Account.

Full use of the Services is subject to registration to Stripe, a third party payment solution acting under its own liability.

In this regard, Uploader must provide all information required by Stripe to register, including :

- Name and surname,
- Date of birth,
- Address,
- E-mail Address,
- A valid ID card
- A phone number
- A proof of residence.

Uploader acknowledges that the Account and the Stripe account are distinct, and that Unlocktme is not responsible in any way for the Stripe account.

## **2.2. Account Deletion**

The Uploader can, at any moment, delete its Unlocktme Account using the Application.

The Uploader's Account may also be deleted by Unlocktme, on the grounds provided within these Terms of Use. In such case, Unlocktme reserves the right to refuse the Uploader from creating any new Account in the future.

In case an Account is deleted, the Files attached to this account are immediately erased from Unlocktme's servers so that it cannot be downloaded anymore from any Download Page.

## **3. Upload and distribution of Files**

Uploader can upload individual Files on the Application. Uploading a File generates a link to a Download Page. Each Download Page is unique, and can only be accessed by an individual hyperlink.

Uploader defines a price to be paid by the Downloader to allow him to download the File.

Information pertaining to the dedicated hyperlink of each Download Page and the price to be paid to download the Files, and whether the page is still accessible or not, are made available on the Account.

Uploader is notified each time a payment is carried out by a Downloader. The paid price (corresponding to the price fixed by Uploader) is transferred to Uploader minus Unlocktme's 15% fee, as defined in **Article 4.5 "Payment"**.

If the banking details provided by Uploader are wrong or expired, payment may be postponed until valid banking details are provided to Unlocktme.

After payment has been confirmed, and (i) Downloader has downloaded the Files, or (ii) a 24 hours period after payment has expired, the relevant Download Page allowing to access and download the File will be disabled.

If no payment is carried out within seven (7) calendar days after the Download Page has been made available, said Download Page will automatically be disabled.

## **4. Rights over the Files**

Uploader is the sole owner of the intellectual property rights of the Files they Upload through the Services, and are fully and solely responsible for such Files. Any liability for damages relating to the Files is born by the Uploader.

By using the Services, Uploader guarantees they have all rights and permissions to store and share the Files with a view to have it downloaded after payment by any Downloader, including any copyright and intellectual property right, to distribute, transfer, store, and/or make available the Files thanks to the Services.

Uploader grants to Unlocktme the right to store and transfer the Files to Downloaders, including the right for the Downloader to download the File from the Download Page. With regard to copyright, this right is granted for the duration of the existence of the Uploader's Account (being reminded that the Uploader can delete its account at any time) and include :

- The right to reproduce, or have the Files reproduced as is, by any means and on any support, known or unknown on the date of assignment of the rights, including but not limited to digital supports (e.g. smartphones, digital tablets, computers...) and to modify and/or adapt the Content to fit these means ;
- The right to represent, or have the files represented by any means, known and unknown on the date the assignment of the rights, including by cable, satellite, digital, or other means, including via the internet, and to modify and/or adapt the Content to fit these means;

These rights are granted for the sole purpose of the provision of the Services detailed in Article 4.3 “Upload and distribution of Files”.

The Uploader declares and warrants that it holds rights, including all intellectual property rights (and as may be necessary, all rights to the image) attached the content of the Files. Consequently, Uploader warrants Unlocksme against any third party claim that the distribution of the File and/or its content infringes its intellectual property rights or implies a breach of his/her right to the image.

## **5. Payment**

Uploader is aware that when Downloader pays the price requested by Uploader to access Files, a commission of 15% of the price is deducted from the sums to be paid to the Uploader, as a compensation for the provision of the Services. VAT is included in proportion to this percentage.

Unlocksme uses a third party payment solution provided by Stripe under its own liability, to make payouts to Uploader. The Stripe Recipient Agreement applies to Uploader’s receipt of such payouts (available at <https://stripe.com/connect-account/legal/recipient>). To receive payouts from Unlocksme, Uploader must provide Unlocksme with accurate and complete transaction and banking information. Uploader authorizes Unlocksme to share said relevant information with Stripe .

All amounts include VAT.

Uploader may chose the currency they set the payment price in. If a payment is made by Downloader in another currency than the one chosen by Uploader, the applicable conversion rate will be the one applicable at the moment of the payment, and will be paid by Downloader.

After payment is received, Unlocksme will address a receipt to the Uploader.

## **5. Accessibility, corrections and evolution of the Application**

### **5.1 Availability**

The Application is accessible to Uploaders 24/7. However, Unlocksme reserves the right to interrupt access to the Application and to the Services, for such time as Unlocksme reasonably deems necessary or appropriate and without notice to Uploader, in case of (i) maintenance of the Application, (ii) update of the Application, (iii) if Unlocksme reasonably believes that (1) use of the Application by any Uploader will or could disrupt operation of the Application, other customers' use of the Application, or the infrastructure used to provide the Application, (2) use of the Application by any Uploader will or could result in unauthorized access to the Application or information stored or processed by or through the Application, (3) there exists a security threat or attack on the Application or other event that may create a material risk of the foregoing, (4) Uploader is using the Application for fraudulent or illegal activities, or (iv) in the case of any event out of its control.

### **5.2 Costs of Connection**

All costs associated with Uploader’s hardware and software equipment required to access and use the Application and the Services, be it hardware, software or internet charges are borne exclusively by the Uploader. Use of the Application requires Internet access or mobile data, which may be subject to additional fees or charges.

### **5.3 Updates**

The Uploader acknowledges that Unlocksme may continually develop, deliver and provide to the Uploader, ongoing innovation to the Application in the form of new features and functionalities. Accordingly, Unlocksme reserves the right to modify the Application and the Services and will, in its

sole discretion, determine whether to include in the Application any features or functionality not originally specified for the Application. However, Unlocksme shall have no obligation to disclose or offer to Uploader any such features or functionality. Unlocksme undertakes, in these circumstances, to maintain the level of the Services to one that is at least equivalent to the previous level.

Uploader acknowledges that the operation of the Application will not be error free in all circumstances and that all defects in the Application may not be corrected

## **6. Intellectual Property**

The Application and all Unlocksme Content are the exclusive property of Unlocksme, protected by French laws on intellectual property. Unlocksme grants Uploaders the right to use the Application and the Services for their own business needs pursuant to these Terms of Use only.

All rights of reproduction of Unlocksme Content are reserved, including downloadable documents and iconographic and photographic representations. The use of the Application by the Uploaders does not imply any license and/or transfer of intellectual property rights relating to the Application and/or its components, apart from the rights necessary to use the Application according to these Terms of Use.

Any Content remain the exclusive property of Unlocksme. For all purposes databases that are not Files on the site are owned by Unlocksme under Articles L.341-1 et seq. of the Intellectual Property Code, regardless of other Intellectual Property Rights over databases or any of their components.

Any use, reproduction, distribution, modification, adaptation, extraction (with the exception of downloading and/or printing of documents provided for this purpose), in whole or in part, of these Unlocksme Contents and rights, without prior written authorization from Unlocksme, is strictly prohibited and may constitute an infringement. Unlocksme reserves the right to take any action, including legal action, to stop an infringement of its intellectual property rights and also reserves the right to claim damages in case of such an infringement.

## **7. Liability**

UNLOCKSME MAY ONLY BE HELD LIABLE BY THE UPLOADER UNDER THIS AGREEMENT FOR MATERIAL LOSS OR DAMAGES DIRECTLY ATTRIBUTABLE TO UNLOCKSME AND THAT RESULT FROM UNLOCKSME'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THESE TERMS OF USE.

UNLESS UNLOCKSME BREACHES ITS OBLIGATIONS TO THESE TERMS OF USE, UNLOCKSME WILL NOT INCUR LIABILITY FOR INDIRECT DAMAGES, INCLUDING :

(A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;

(B) LOSS OF GOODWILL, INCOME, BENEFITS, OPPORTUNITIES OR REPUTATION;

(C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR

(D) COST OF REPLACEMENT GOODS OR SERVICES.

UNLESS UNLOCKSME BREACHES ITS OBLIGATIONS TO THESE TERMS OF USE, UNLOCKSME'S LIABILITY UNDER THESE TERMS OF USE IS LIMITED. IN NO EVENT SHALL UNLOCKSME'S AGGREGATE LIABILITY TO UPLOADER (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH SUCH PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED

TO THE SUBJECT MATTER OF THIS AGREEMENT WITH REGARD TO A GIVEN EVENT OR SERIES OF RELATED EVENTS, IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF THE SUMS RECEIVED BY UNLOCKTME AS A RESULT OF THE PAYMENT MADE BY DOWNLOADER TO UPLOADER IN ORDER TO RECEIVE THE FILE IN RELATION TO WHICH UNLOCKTME'S LIABILITY IS SOUGHT.

Without limiting the foregoing, Unlocktme will not be liable for :

- the content of the Files, which is under the sole control of Uploader,
- any improper use of the Application and/or of the Services,
- any loss or theft of Uploader's Credentials,
- the Uploader's failure to comply with the Terms of Use, any applicable law and/or regulation,
- any consequential damages,
- of any malfunctioning of the Uploader's own devices, security systems and material measures adopted by the Uploader in order to protect their own devices, or of any issue pertaining to third party software on the Uploader's devices
- Any use of the File that was not allowed by Uploader.

The Uploader acknowledges that Unlocktme is free to correct and/or modify the Application and/or Services at any time and without notice, and that such correction and/or modification shall not entitle the Uploader to any remedy.

By way of exception, the above limitations shall not apply (i) in the case of intentional misconduct or gross negligence on the part of Unlocktme, (ii) in the case of physical injury arising out of the use of the Application in accordance with this agreement, or (iii) in the case of a claim for which the limitation of liability is prohibited by a regulation of public order.

For the avoidance, it is reminded that the access to the Download Page is not restricted, which means that persons other than the Downloader may potentially access it, make a payment and then download the corresponding File. Unlocktme shall in no event be responsible in case of access to a Download Page by any person other than the Downloader to which the Uploader sent the Download Page's hypertext link.

It is reminded that the Uploader has exclusive control over the content of the File. In this regard, Uploader takes all responsibility with regard to the content of the File and shall take all necessary steps to ensure that the File is not affected by any kind of virus.

## **8. Personal data**

### **1. General**

For the purposes of these Terms of Services, the term "Personal Data" has the meaning defined in the Data Protection Laws. Each of the Parties is responsible for complying with its respective obligations under the Personal Data Protection Laws in accordance with the terms and conditions set forth below.

### **2. Personal Data categories**

The Personal Data that may be collected and/or processed by Unlocktme as Data Controller are :

- E-mail address ;
- Credentials ;



- Transaction Information (Payment amount, date, etc.) ;
- Banking information (IBAN) ;
- Information about the Uploader's device (IP address, technical characteristics and identification data) and Uploader's use of the application.

### **3. Collection of Personal Data**

Unloctme collects and processes Personal Data provided by the Uploader when the Uploader creates an Account and uses the Application.

### **4. Legal basis and purposes of processing**

Unloctme uses this Personal Data to carry out these Terms of Use allowing access to and use of the Application and Services.

### **5. Retention period of Personal Data**

Personal Data is kept for a period not exceeding that necessary for the purposes for which it is processed. The Personal Data relating to the Uploader are deleted when the Uploader deletes its Account except to the extent that legal and/or regulatory requirements applicable to Unloctme justifies a longer retention period.

Transactional and/or tax data is retained for the duration of the contractual relationship, plus the applicable statute of limitations for tax purposes, i.e., 10 years from the date the Service was performed.

### **6. Exercise of the Uploader's rights**

In accordance with the Personal Data Protection Laws, the Uploader may exercise, where applicable, the following rights:

- *Right of access*: the Uploader may obtain information concerning the processing of his Personal Data and a copy of the same;
- *Right of rectification*: if the Uploader considers that his Personal Data is inaccurate or incomplete, they may request that they be modified accordingly;
- *Right to erasure*: the Uploader may request the deletion of his Personal Data, to the extent permitted by law;
- *Right to limit the processing*: the Uploader may request the limitation of the processing of their Personal Data;
- *Right to object*: the Uploader may object to the processing of their Personal Data for reasons relating to their particular situation. The Uploader has the absolute right to object at any time to the use of his Personal Data for commercial prospecting purposes, or for profiling purposes if such profiling is linked to commercial prospectation.
- *Right to Withdraw Consent*: If the Uploader has given consent to the processing of their Personal Data, they may withdraw that consent at any time. However, processing carried out for the performance of these Terms of Use does not rely on the Uploader's consent.
- The right to define directives concerning the conservation, deletion or communication of their Personal Data, applicable after their death.
- *Right to the portability of Personal Data*: where permitted by law, the Uploader may request the return of the Personal Data they have provided, or, where technically possible, the transfer of such data to a third party.

If the Uploader wishes to exercise any of the above rights, the Uploader may send a request by e-mail to [contact@unloct.me](mailto:contact@unloct.me). The Uploader must include a scan/copy of his or her proof of identity, where necessary, to enable Unloctme to identify the Uploader.

In accordance with applicable law, in addition to the rights mentioned above, the Uploader may file a complaint with the relevant Data Protection Authority, such as the CNIL (Commission Nationale de l'Informatique et des Libertés) in France, or to any other competent national data protection authority.

**7. Recipients of Personal Data**

In order to achieve some of the purposes mentioned in this article, Unlocksme may transfer Uploader's Personal Data to Stripe (e-mail address, transaction data, IBAN).

We use Stripe for payment. Stripe collects and processes personal data under its own liability, including identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the services it provides to us, including for fraud detection and prevention. You can learn more about Stripe and its processing activities via privacy policy at <https://stripe.com/privacy>.

**8. Transfer of Personal Data outside of the EEA.**

The Personal Data processed by Unlocksme for the provision of the Services is processed, stored and physically located in the European Economic Area (EEA).

However, in order to carry out payments under these terms of services, transfer outside of the EEA may be necessary. In such cases, Unlocksme ensures to set adequate appropriate safeguards and compliance measures to ensure an adequate level of protection of personal data transferred outside the EEA and Switzerland. These measures include the updated EU Commission's SCCs to accommodate international data transfers.

**9. Duration**

These Terms of Use are applicable to Uploader from the moment they accept them, and until the Uploader deletes his account or is prohibited from accessing and using the Application.

**10. Governing law**

These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of France.

**11. Miscellaneous**

**12.1 Waiver**

The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of this agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this agreement.

**12.2 Entire Agreement; Amendment**

Except as otherwise expressly provided herein, this agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Except as otherwise expressly provided in this

agreement, no modification or amendment to this agreement will be valid or binding unless in writing and duly executed by the party or parties to be bound thereby.

### **12.3 Assignment**

This agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. Unlocktme may freely transfer, assign or delegate all or any part of this agreement and any rights or duties hereunder as long as such assignment does not affect negatively the provision of the Services to the Uploader. Uploader may not assign this agreement or any of the rights or licenses granted under this agreement. Any attempted sublicense, transfer, or assignment in violation of this agreement is void.

### **12.4 Severability**

If any provision of this agreement is ruled wholly or partly invalid or unenforceable by a court or other body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other body making the ruling; (iii) the provision held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision, to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling or the controlling principle of law or equity leading to the ruling subsequently is overruled, modified, or amended by legislative, judicial, or administrative action, then the provision in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

### **12.5 No Third-Party Beneficiaries**

Nothing in this agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

### **12.6 Force Majeure**

Neither party shall be liable for any failure to perform its obligations under this agreement if such failure arises from an event of force majeure, which is understood as defined under Article 1195 of the French Civil Code.

### **12.7 Interpretation**

For purposes of this agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" unless otherwise expressly indicated in a given instance, (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this agreement as a whole. The definitions given for any defined terms in this agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to sections mean the sections of this agreement, reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof, and reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

### **12.8 App Stores**

If downloaded from the Apple, Inc. ("Apple") App Store or if using the App on an iOS device, Uploader acknowledges that it has read, understood, and agrees to the following notice regarding Apple. This agreement is between Uploader and Unlocktme only, not with Apple. Unlocktme, not Apple, is

responsible for the Application and the content of it. The license granted to Uploader in this agreement is for use on any Apple-branded products that Uploader owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the Application may be accessed and used by other accounts associated with Uploader via Family Sharing or volume purchasing. If Uploader needs any support with respect to the Application, please contact Unlocktme. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, Uploader may notify Apple, and Apple will refund the purchase price to Uploader; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application. Apple is not responsible for addressing any claims by Uploader or any third party relating to the Application or possession and/or use of the Application, including: (1) product liability claims; (2) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Application and/or possession and use of the Application infringe that third party's intellectual property rights. Uploader agrees to comply with any applicable third party terms, when using the Application. Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and upon acceptance of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against Uploader as a third party beneficiary of this agreement.

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