

GENERAL TERMS AND CONDITIONS

Last update: 4 January 2023

1. DEFINITIONS

The following definitions are applicable to the entire General Terms and Conditions:

- **“Account”**: refers to the Uploader’s individualized and dedicated digital environment in the Application.
- **“Appendix”**: refers to Appendix 1 “Licence to Use the Solution”, Appendix 2 “Terms of Use of the Application” and Appendix 3 “Terms of Use of the Download Pages”.
- **“Application”**: refers to the mobile application “Unlockt” available on the App Store and on Google Play.
- **“Downloader”**: refers to any natural person who downloads a File.
- **“Download Page”**: refers to the webpage accessible with a dedicated URL address from which a File can be accessed and downloaded against payment.
- **“File”**: refers to an photo or video file in mime type image/* or video/* that is processed by the Solution.
- **“General Terms and Conditions”**: refers to the present terms and conditions, including its Appendices.
- **“Intellectual Property Rights”**: refers to any right, registered or not, including patents and patent applications, trademarks and trademark applications, designs, copyright including copyright applicable to software, related rights including producers’ rights and performers’ rights, *sui generis* rights, including database producer’s rights, and any other related rights including rights applicable to domain names, company name, names and trading names, rights related to know-how and business information, trade secret or any equivalent protection that exists in the world.
- **“Personal Data Regulation”**: refers to the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the French Law n° 78-17 of 6 January 1978 (*Loi relative à l’informatique, aux fichiers et aux libertés*) in its latest version in force.
- **“Solution”**: refers to the Application and the Download Pages.
- **“Unlockt”**: refers to Unlocktme SAS, a company incorporated and registered under the laws of France, with a share capital of 1.000 euros, with registration number 922 040 647 RCS of Paris, subject to VAT under n° FR16922040647 and having its head office located at 14 rue Charles V in Paris (75004).
- **“Uploader”**: refers to any natural person who uploads a File.
- **“User”**: refers to, individually, an Uploader or a Downloader and collectively, an Uploader and a Downloader.

Unless circumstances request otherwise, definitions in the singular include the plural and *vice versa*.

2. PURPOSE AND SCOPE OF THE GENERAL TERMS AND CONDITIONS

Unlockt is a technological service that enables an Uploader to upload Files and make them accessible to third parties via a URL hyperlink and in return for payment. The license to use the Solution is detailed in Appendix 1.

The purpose of the General Terms and Conditions is to govern the conditions under which Files are uploaded and downloaded, as well as to provide a general legal framework to all Users. In particular, specific terms related to the Application are detailed in Appendix 2 and specific terms related to the Download Pages are detailed in Appendix 3.

3. CONTRACTUAL DOCUMENTS AND HIERARCHY

The relationship between Unlockt and the User is governed by the General Terms and Conditions.

Should there be any contradiction between the different contractual documents, they will prevail on one another according to the following hierarchy: (1) the Appendix and (2) the General Terms and Conditions. If the Parties wish to include other documents within the scope of the General Terms and Conditions, they shall draw up a written agreement specifying their relationship with the existing documents.

4. ACCEPTANCE AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

Access to and use of the Solution are subject to express prior agreement to the General Terms and Conditions (i) by Uploaders when they create an Account on the Application and (ii) by Downloaders when they access a Download Page. If a User refuses to agree with the General Terms and Conditions, she/he shall not access and/or use the Solution.

Unlockt reserves the right to make the General Terms and Conditions as well as the Solution evolve in particular for legal or technological reasons, as its sole discretion, in order to create new features or improve existing features.

Unlockt shall notify the Uploader in writing about any significant change to the General Terms and Conditions. Unless there is a legal or regulatory obligation or unforeseen or imminent danger, the proposed changes are not applicable before the expiration of a fifteen (15) days period. Within fifteen (15) days from the notification, Uploaders may terminate the General Terms and Conditions by written notice upon a reasonable notice period. In the absence of termination, Uploaders acknowledge to be bound by the change. Unless Unlockt must respect a legal or regulatory obligation, or if changes benefit the Uploaders, modifications do not apply retroactively.

5. UNDERTAKINGS AND GUARANTEES OF UNLOCKT

5.1 Undertakings of Unlockt

5.1.1 Provision of the Solution

Unlockt undertakes to make the Solution available to Users.

The User acknowledges that the Solution is protected under the relevant provisions of the French Intellectual Property Code and that Unlockt is the sole owner of these rights. The terms of the license to use the Solution are detailed in Appendix 1. The User understands and accepts that Unlockt has put in place measures to control its use of the Solution, as well as its compliance with the terms of the license.

Unlockt undertakes to have the Solution available twenty-four hours a day (24 hours a day), seven days a week (7 days a week), except in case of *force majeure*, unforeseeable and unavoidable behavior of a third party, and except for possible breakdowns and/or maintenance operations necessary to ensure the proper provision of the Solution.

The Application is only available on smartphones operating on Android or iOS. The Download Pages are available on any web browser.

The User acknowledges and agrees that due to Internet network specificities, the technologies used and telecom networks, Unlockt cannot guarantee a permanent availability of the Solution. In the event of any malfunction or defect, Unlockt will make reasonable efforts to restore the situation as soon as possible and, if necessary, suspend the Solution and/or remove any manifestly illegal content that Unlockt is aware of and/or make updates.

5.1.2 Support and maintenance of the Solution

Unlockt shall maintain the Solution.

In the event of a malfunction and/or maintenance of the Application for more than 12 hours, Unlockt shall notify Uploaders to the email address specified in their Account as soon as possible when there is a malfunction or an unforeseen event. Uploaders are also notified of the availability of updates and the consequences of not implementing them. Suggested updates are offered at no additional cost for Users.

In the event of a malfunction and/or maintenance of the Download Pages for more than 48 hours, Unlockt shall notify the Downloaders with a message on Unlockt's website.

Support requests regarding the Solution shall be sent to Unlockt client support, which may be contacted at support@unlockt.me

5.2 Guarantees of Unlockt

Unlockt guarantees that it holds all the rights and authorizations allowing it to enter into the General Terms and Conditions, and in particular (i) to hold all the intellectual property rights on the Solution and (ii) to hold all the rights allowing the User to use the Solution.

In this respect, Unlockt guarantees the User against any action, claim, demand or opposition from any person invoking an intellectual property right which has been infringed by the use of the Solution. In such a situation, the User undertakes to inform Unlockt within a period of 7 days from its knowledge of the action and to communicate to Unlockt the documents supporting the action, the User remaining free to take all the measures it deems appropriate to ensure its defense.

Unlockt undertakes to bear the financial burden of all damages and interest to which the User could be condemned by a court decision which has become final and which is exclusively based on the violation of an intellectual property right linked to the Solution, excluding the costs incurred by the User in order to ensure its defense. However, the present warranty is only applicable if (i) the existence of the claim, as well as the documents supporting it, is notified in writing to Unlockt within 7 days of its knowledge by the User and (ii) the action brought by the third party against the User does not arise from the User's fault, of a violation of the terms of the license provided for in Appendix 1 or of the terms and conditions the Solution.

Users based in France benefit from a legal guarantee of conformity that covers the digital services provided by Unlockt. In accordance with this guarantee, Unlockt shall be liable for any lack of conformity discovered by Users within a two-year period from provision of digital services. To benefit from this guarantee, Users may contact Unlockt at the contact details mentioned in Article 14

National laws of Users may provide for additional and/or longer guarantees. However, in accordance with French law, Unlockt does not provide for a legal guarantee against hidden defects nor any additional commercial guarantee.

Users acknowledge that the guarantees specified therein do not cover the File, its content and its integrity, for which the Uploader is sole responsible. In case of a request regarding the legal, technological or commercial guarantee on the File, Unlockt has no liability whatsoever and encourages Downloaders to get in touch with Uploaders directly.

6. UNDERTAKINGS AND GUARANTEES OF USERS

6.1 Users' undertakings

Users understand and accept that the Solution is provided as is and for its personal needs only. In particular, each User undertakes:

- to be over the age of 18 and have the capacity to enter into a legal and binding contractual relationship;
- to prevent any access to the Solution or the Account by unauthorized third parties;
- to prevent any behavior or action likely to harm, unbalance or disrupt the operation of the Solution;
- to provide true, accurate and error-free information;
- not to create fake Accounts or use a false identity;
- not to harm, directly or indirectly, Unlockt reputation or image;
- not to have a behavior that would breach third party rights;
- to comply with the General Terms and Conditions, comply with the laws and regulations in force in the country in which they are established and not to infringe public order, good morals or the rights of third parties, and not to violate any legislative or regulatory provision;
- to use the Solution in a loyal manner and refrain, by any means whatsoever, from any attempt to defraud or overload Unlockt's computer systems; and
- to use the Solution in accordance with its purpose and object, not take advantage of the General Terms and Conditions and the technologies made available to the User to compete, directly or indirectly, with Unlockt.

More generally, the User undertakes to make fair and non-excessive use of the Solution.

6.2 Users' guarantees

Users are informed that are strictly prohibited:

- any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Solution;
- the integration of illicit content, in particular content that violates an intellectual property right;
- the integration of any kind of sexual or pornographic content;
- any use of fraudulent bank cards;
- any use of the Solution to store, receive, or distribute any information in violation of any applicable law, or otherwise use the Solution to break or violate any applicable law, regulation, ordinance or guideline;
- any intrusion or attempt to intrude in Unlockt's computer systems;
- any action likely to impose a disproportionate load on Unlockt's digital infrastructures;
- any breach of security and authentication measures;
- any act likely to prejudice Unlockt's financial, commercial or moral rights and interests;
- any copying and or misappropriation of the Solution and/or Unlockt's digital infrastructure;

- any practice diverting the Solution for purposes other than those for which it was designed.

Users are informed that any illegal content that Unlockt is made aware of may be reported to the competent authorities, including, but not limited to, the Federal Bureau of Investigation (“FBI”), the International Criminal Police Organization (“Interpol”) and/or the French “PHAROS” platform.

Regarding the Files, each User guarantees that it holds all rights and permissions to use the Files and to communicate it through the Solution. In this respect, the User undertakes to indemnify Unlockt against any action, claim, demand or opposition from a third party which is based, directly or indirectly, on the violation of any applicable rule in relation to the Files, in particular (i) a personal right, (ii) a right related to personal data, (iii) an intellectual property right (including the violation of the regulations applicable to databases) or (iv) a right of a contractual nature concerning them. The User undertakes to bear the financial burden of dealing with any claim made by a third party as well as to bear the financial burden of any damages or compensation of any kind that should be paid to it, by any court decision or settlement, by guaranteeing Unlockt against any payment in this respect and by holding it harmless from any sanction or conviction

7. LIABILITY

7.1 Liability of Unlockt

Users agree that Unlockt’s role is that of a technical service supplier and a digital service supplier, which entails that its responsibility is limited to the provision of the technological services provided for in the General Terms and Conditions.

Users acknowledge and agree that the Solution is a digital connected service, meaning that its functioning may be altered or interrupted due to (i) technical malfunctions beyond Unlockt’s control, (ii) for maintenance operations or (iii) in the event of requests from the competent administrative or judicial authorities or notification of manifestly illegal content.

Unlockt cannot be held liable for external or extraneous reasons, including:

- any loss of Uploader’s credentials;
- any loss of the File by the Downloader;
- any infringement of Files related rights;
- in the event of inaccurate information given by the User;
- in the event of the Downloader’s misunderstanding of the conditions and characteristics of the File;
- if the Solution cannot be accessed because of a malfunction of the User’s smartphone or Internet connection or if the User’s device is not compatible;
- in the event of *force majeure*.

As a digital service supplier, Unlockt acts as a host of the File uploaded by Uploaders, therefore Unlockt does not examine every content published by Uploaders, and Unlockt cannot be held liable for any manifestly illegal content unless it has obtained knowledge or awareness of such content under the conditions provided by the French law n°2004-575 of 21 June 2004 (LCEN) or any equivalent law, specified in Article 5 “Notification of unlawful content” in Appendix 3. This includes any dangerous, forbidden or illegal File and any offensive, defamatory, slanderous, calumnious, immoral, counterfeiting content, or content infringing public order or rights of third parties, likely to infringe rights, reputation or image of another User or third party and any behavior that may directly or indirectly encourage hatred and violence.

Users are hereby expressly informed that Unlockt uses automatic detections tools provided by a third party to identify and filter out illicit content. As such, all Files are transmitted to third party service providers for the purpose of unlawful content detection.

7.2 Liability of the User

Each User is exclusively responsible for the damages, direct or indirect, caused by its use of the Solution, including the damage to its information systems, the loss of its data, the non-compliance with the rules on personal data, the non-compliance with the rules on intellectual property or the violation of contractual rights of any nature.

The Uploader understands and accepts that she/he is the sole responsible for any damage, direct or indirect, caused by its use of the Files or their content. All consequences will be of the Uploader's sole liability.

8. PAYMENT FLOWS

Payment processing services are provided by Stripe, a third party payment solution acting under its own liability, and are subject to the following terms and conditions: <https://stripe.com/fr/legal/ssa>. By agreeing to the General Terms and Conditions, Uploaders agree to be subject to Stripe's terms: <https://stripe.com/en-fr/legal/connect-account>.

Users are informed that (i) payments made from the United States, Mexico, Paraguay, Costa Rica, Panama, Chile, Dominican Republic, Bolivia, Uruguay, Guatemala, Colombia, Argentina and Canada are received by Unlockt.me US, a company registered in Middeltown, Delaware, and (ii) payments made from any other country are received by Unlockt.me SAS, a French registered company with registration number 922 040 647 RCS of Paris and having its head office located at 14 rue Charles V in Paris (75004).

Users must provide Unlockt with accurate and complete payment information. Users authorize Unlockt to share said relevant information with Stripe and any relevant transaction information related to the payout with Stripe.

Once the payment is received, Unlockt will issue a receipt to the User.

9. INTELLECTUAL PROPERTY

9.1 Unlockt's Intellectual Property Rights

The Application, the Download Pages and all their components including but not limited to software, structures, infrastructure, database and content of any kind (texts, images, visuals, logos, trademarks...) used by Unlockt are protected by Intellectual Property Rights. A license on the Solution is granted by Unlockt to the Users. The terms and conditions of this license is detailed in Appendix 1.

With respect to the Files, Unlockt acknowledges and explicitly concedes that it possesses no Intellectual Property Rights whatsoever, except for the license granted solely for the purpose of the Solution's operation.

9.2 Uploader's Intellectual Property Rights

9.2.1 Rights granted to Unlockt

The Uploader guarantees that it holds all the rights and authorizations enabling her/him to upload and share the File, and that the File does not infringe nor will infringe third party's Intellectual Property Rights.

The Uploader guarantees Unlockt against any financial consequences of claims or actions by third parties for such infringements, regardless of the legal ground for such claim (including counterfeiting action, unfair competition action or free-riding). This guarantee covers any amount that Unlockt may be liable for at the pre-litigation stage (amount paid in the context of an amicable settlement of disputes) or at the litigation stage (any amount paid in the context of a court decision, whether final or not) without prejudice to any damages that Unlockt may claim.

As an exception, for the purpose of the Solution's operation, the Uploader grants Unlocked a licence for the sole purpose of operating, enabling and improving the Solution, to create the Download Pages and to enable the Files to be downloaded by the Downloaders. This right is granted for the duration of the existence of the Uploader's Account, for the whole world 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 (including but not limited to scaling, cropping and adapting) the File 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 File to fit these means.

9.2.2 Rights granted to the Downloader

The Downloader acknowledges that the File and its content is the Uploader's exclusive property. Subject to the limited license allowing the Downloader to use the File for his/her personal use, nothing in these General Terms and Conditions transfers or assigns to the Downloader any of the Uploader's Intellectual Property Rights, in particular the right to sublicense, lend, rent, distribute, commercialize or sell the File in any manner.

10. DURATION, SUSPENSION AND TERMINATION

10.1 Duration

From the date of their acceptance, the General Terms and Conditions are applicable for the following durations:

- For the Uploader: from the creation of the Account until its closure.
- For the Downloader: from the first access to the Download Page until a File is downloaded.

10.2 Suspension

Access to the Solution may be suspended for the time necessary in case of an exceptional event such as a material damage, a technical failure, a security problem or in case of a breach or serious suspicion of breach of the General Terms and Conditions by Users.

Unlocked may immediately suspend the access to the Solution and the execution of the General Terms and Conditions in the following cases:

- A User does not comply with one or several obligations provided by the General Terms and Conditions;
- In case of a payment incident regarding the sums due to Unlocked;
- In the event of a security breach or in case of fraud.

Access may only be restored when the cause of suspension has ceased.

10.3 Termination

Each User is free to terminate the General Terms and Conditions at any time by sending an email to contact@unlocked.me by indicating in the subject line "General Terms and Conditions Termination". Termination of the General Terms and Conditions by a User is immediate and results in the automatic deletion of the Account if the User is an Uploader, subject to any commitments made by the latter (e.g., commitment to pay a sum that is already due to Unlocked).

11. DATA PROTECTION

The Parties undertake to comply with the Personal Data Regulations and to be able to justify their compliance.

Unlockt is the controller, within the meaning of the Personal Data Regulation, of the personal data conveyed to it and available to it in the context of the performance of the General Terms and Conditions. This personal data is processed in accordance with the privacy and personal data management policy set out here: <https://unlockt.me/privacy-policy/application>.

Regarding any personal data that may be, directly or indirectly, incorporated in the Files, Unlockt acts as data processor. As such, its liability and obligations are limited.

12. MISCELLANEOUS

12.1 Severability

If any provision of the General Terms and Conditions is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of the General Terms and Conditions will not be affected thereby as well as the duty to comply with the General Terms and Conditions.

12.2 Assignment and change of control

The User may not assign or transfer all or any part of the General Terms and Conditions to a third party without the prior written consent of Unlockt.

In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Unlockt's assets or (ii) any operation entailing a direct or indirect change of control affecting Unlockt, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

12.3 Non-renunciation

The failure of either Party to demand strict performance of any of the terms of the General Terms and Conditions, permanently or temporarily, may not be understood as a renunciation of the right to assert any of such terms.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing law

The General Terms and Conditions are governed by and interpreted according to French laws.

Users acting as consumers usually residing in another country of the European Union may also benefit from rights that protect them according to mandatory provisions of the applicable law in their country of residence.

13.2 Competent courts

In accordance with article R. 631-3 of the French Consumer Code, Users may bring proceedings, in addition to one of the territorially competent jurisdictions under the French Civil Procedure Code, to the jurisdiction of the place where the User resided at the time of conclusion of the contract or the jurisdiction of the place where the harmful event occurred.

14. CONTACT INFORMATION

For any remaining question, Users may contact Unlockt:

- By post: 14 rue Charles-V, 75004, Paris
- By email: contact@unlockt.me

This website is hosted by webflow

Appendix 1 – License to use the Solution

1. **PURPOSE OF THE APPENDIX**

This Appendix defines the terms and conditions according to which Unlockt grants the User, who accepts it, a license to use the Solution.

2. **SCOPE OF THE LICENSE**

Unlockt grants the User a personal, non-exclusive, non-assignable and non-transferable right to use the Solution. This license is granted from the date of acceptance of the General Terms and Conditions, for their entire duration and for the whole world.

3. **PURPOSE OF THE LICENSE AND LICENSED RIGHTS**

All rights which are not expressly granted by the General Terms and Conditions are Unlockt's exclusive property and not part of the rights granted therein.

For the Uploader, the license is granted for the sole use of the Application, for the sole needs and interests of the Uploader, which includes the uploading of Files.

For the Downloader, the license is granted for the sole use of accessing the Download Pages and downloading Files.

4. **RESTRICTIONS**

Without prior written authorisation from Unlockt, the User shall not:

- allow a third party who has not been expressly and previously authorized to access or use the Solution, in return for payment or free of charge;
- translate, modify, adapt, copy or reproduce the Solution, or any other element, function or graphic of the Download Pages and the Application and/or merge all or part of the Solution in other computer programs except if provided by the applicable laws and regulations;
- sublicense, lend, rent, distribute, commercialize, transfer, sell, resell or assign the Solution in any manner;
- develop a product or a service competing with the Solution or develop any functionality of the Solution;
- proceed to reverse engineering, decompile, disassemble, identify the source code, combine the source code with other software or circumvent one of the Solution's mechanisms or seek to reconstruct or discover the source code of the Solution, except if provided by the applicable laws and regulations;
- conceive a derivative work based upon any part of the Solution.

Appendix 2 – Terms of use of the Application

1. **PURPOSE**

The purpose of this Appendix is to govern the terms and conditions of access and use of the Application.

2. **UPLOADER'S ACCOUNT**

2.1 Account creation

The Uploader must create an Account in order to upload Files. In the course of creating the Account, an age verification procedure is implemented.

The 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, and
- A proof of residence.

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

The Uploader acknowledges that he/she is responsible for providing Unlockt with error-free information and understands that wrong information, in particular wrong, expired banking details or false information on the Uploader's country of residence, may postpone or prevent the Uploader's payment.

2.2 Access, use and safety

Except in a case of technical failure attributable to Unlockt or in case of *force majeure*, Uploader is responsible for the confidentiality and security of his/her login information.

Uploader is strongly advised to change his/her password at regular intervals and to use a secure password, avoiding easily identifiable combinations. Unlockt may impose an expiry date on the Uploader's password, after which they will be invited to change their password.

If the Uploader has reasons to believe that his/her login information has been lost, stolen, misappropriated or compromised in any way, or in case of an unauthorized use of the Account, the Uploader must immediately notify Unlockt client service at support@unlockt.me. In the event of a loss or theft of his smartphone, the Uploader may send a proof of the complaint made to the police station. In the absence of such information and until proven otherwise, any use of the Account is deemed to be accomplished by the Uploader.

In such a situation and/or in the presence of a potential or proven threat to the security or confidentiality of the data of the Solution, the Uploader authorizes Unlockt to take all appropriate measures to prevent any unauthorized access (e.g, resetting the password and login or suspending access to the Solution).

2.3 Account suspension

Any breach of the Uploader's obligations under the General Terms and Conditions, in particular the uploading of a File which does not comply with these Terms, may result in the suspension and/or termination of the Uploader's Account immediately, without prior notification. This provision is without prejudice to any other remedy Unlockt may have.

2.4 Account deletion

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

The Uploader's Account may also be deleted by Unlockt, on the grounds provided within these General Terms and Conditions. In such case, Unlockt 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 Unlockt's servers so that it cannot be downloaded anymore from any Download Page.

3. UPLOADING A FILE

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

The Uploader acknowledges and agrees that access to the Download Page is not restricted and allows any person having access to the individual hyperlink to access and download the File.

The Download Page will be accessible for the following duration: 3 months

4. PAYMENT

Uploader defines a price to be paid to access and download the File.

In consideration for the provision of the Solution, the Uploader acknowledges that a commission of 25% of the price paid by the Downloader will be deducted, inclusive of VAT calculated in proportion to this percentage. The price to be received by the Uploader will be displayed on the Application.

The Uploader acknowledges that in the event incorrect or expired banking details are provided, payment may be deferred until valid banking details are furnished to Unlockt.

5. APP STORES

5.1 Apple Store

If the Uploader downloaded the Application from the Apple, Inc ("Apple") App Store, or uses the Application on an iOS device, the Uploader acknowledges that it has read, understood and agrees to the following notice regarding Apple.

This agreement is between Uploader and Unlockt only, not with Apple. Unlockt, not Apple, is responsible for the Application and the content of it. The license granted to Uploader in this General Terms and Conditions 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 Unlockt. 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.

5.2 Google Play Store

If Uploader has downloaded the Application from the Google Play Store, Uploader (1) acknowledges that this agreement is solely between Uploader and Unloct only, and not with Google, Inc. ("Google"); (ii) use of the Application must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where Uploader obtained the Application; (iv) Unloct, and not Google, is responsible for its Application; (v) Google has no obligation or liability to Uploader with respect to the Application or this agreement; and (vi) Uploader acknowledges and agrees that Google is a third-party beneficiary to this agreement as it relates to the Application.

Appendix 3 – Terms of use of the Download Pages

1. **PURPOSE**

The purpose of this Appendix is to govern the terms and conditions of access and use of the Download Pages.

2. **PAYMENT AND ACCESS TO THE FILE**

Downloaders may download a File if they have access to a Download Page thanks to an individual hyperlink shared by the Uploader.

Downloaders are able to access the File after paying the price indicated on the Download Page. The price includes:

- The File's price defined by the Uploader in return for access to the File. Except otherwise specified, the File's price indicated include taxes. Moreover, the price includes the commission paid by Uploaders to Unlockt.
- The "Privacy and Security fee" paid by the Downloader. These fees are specified to the Downloader before the purchase of the File.

The File's price is available in the currency selected by the Uploader. If a payment is made by a Downloader in another currency than the one chosen by the Uploader, the applicable conversion rate will be the one applicable at the moment of payment and will be paid by Downloader.

After payment has been confirmed, the Downloader will be able to download the File. The Downloader has 10 days to download the File.

Each File may only be downloaded once from the same Download Page.

3. **RIGHT OF WITHDRAWAL**

Downloaders are reminded that the sale of the File is the supply of a digital content without the supply of a tangible medium. Therefore, in accordance with article L.221-28 13° of the French Consumer Code, Downloaders are hereby informed that by purchasing a File shared via Unlockt by the Uploader, they do not benefit from a right of withdrawal under French law and may not be refunded by Unlockt.

BY PURCHASING A FILE SHARED VIA UNLOCKT, THE DOWNLOADER EXPRESSLY CONSENTS TO BEGIN THE PERFORMANCE OF THE AGREEMENT BEFORE THE END OF THE WITHDRAWAL PERIOD AND ACKNOWLEDGE THAT HE/SHE WILL LOSE HIS/HER RIGHT OF WITHDRAWAL.

4. **REFUND IN CASE OF FRAUDULENT PAYMENTS**

Unlockt's teams may detect a fraudulent use of bank cards by a Downloader to purchase a File. In this case, Unlockt shall refund the person whose payment information have been used without his/her consent to download a File on a Download Page.

If your payment information have been used without your consent to purchase a File on Unlockt, please contact Unlockt at support@unlockt.me and send a proof of the complaint made to the police station. In the absence of such proof and until proven otherwise, the use of your payment information is deemed to be accomplished by you.

5. NOTIFICATION OF UNLAWFUL CONTENT

In case the Downloader downloads a File that includes elements of an illegal nature, the Downloader shall notify Unlocked with the following information:

- His/her name, first name, email address;
- The description of the content included in the File, and the link through which it was made available;
- The legal grounds on the basis of which the content is illegal or contrary to these General Terms of Conditions;
- Insofar as it is made mandatory by article 6 of the law n° 2004-575 of June 21, 2004 for the confidence in the digital economy, the copy of a correspondence addressed to the author or to the editor of the litigious information or activities asking for their interruption, their withdrawal or their modification, or the justification of what the author or the editor could not be contacted.

This notification can be made by email to contact@unlocked.me.

Unlocked will examine this notification as soon as possible, and will take the necessary measures to remove the content it considers unlawful or infringing to these General Terms and Conditions.

The Downloader acknowledges and agrees that, in the event of a deficient notification as mandated by French Law No. 2004-575 of 21 June 2004, Unlocked shall be deemed unaware of the existence of such content. Consequently, no action shall be taken with regard to the notified content.

6. GUARANTEE OF CONFORMITY REGARDING THE FILE

The Downloader do not benefit from a legal guarantee of conformity on the File towards the Uploader as the latter is not a professional. However, all the provisions of the French Civil Code relating to the rights of obligations and civil liability applicable to contractual relationships remain applicable: [\[link\]](#) and [\[link\]](#).

7. UNDERTAKINGS OF THE DOWNLOADER

The Downloader undertakes and warrants:

- To provide Unlocked with error-free information and understands that providing wrong information will prevent the Downloader from being able to download the File.
- Not to use fraudulent bank cards.
- Not to be refunded by Unlocked if the content of the File is not what the Downloader expected. Indeed, the Uploader is solely responsible for the File shared via Unlocked and decides alone on the terms of refund.
- Not to access File for which the Downloader knows contains illicit content.

Any breach of the Downloader's obligations under the General Terms and Conditions may lead to the blocking of the Downloader's access to any Download page.