



Terms of Use

Last update: 18 January 2020

WeWard SAS

Please read these terms of use carefully before using the services offered by WeWard SAS (hereinafter referred to as “the Company” or “WeWard SAS”), a simplified joint stock company with a share capital of €1,113.50, having its registered office at 6 Boulevard André Maurois - 75016 - Paris, registered under the number 85361417000019 with the Paris Trade and Companies Register. These terms of use define the conditions and legal obligations related to the use of the services offered by the Company through the WeWard Application (hereinafter “the Application”), the features and the content.

Definitions

Website: the WeWard website operated by WeWard (the Company) and accessible at www.weward.fr

Service(s): the features of the Application as defined in articles 2 and 4;

User: any person registered on the Application and using the Service(s);

Wards: the points earned by the User by walking along the street or in places recommended by the Application and visited by the User.

Article 1 - Acceptance of the Terms of Use

1.1

By registering and/or using the Application in any way, including, but not limited to, visiting or browsing the Application, you agree to the terms and conditions (hereinafter “Terms of Use”) stated herein. The Terms of Use also include WeWard SAS’s [Privacy Policy](#) and any other rules, policies and operating procedures that may be published on the Application, which are incorporated by reference and subject to change by WeWard without notice, in accordance with the terms set out in the section “Changes to the Terms of Use” below.

By ticking the box “I accept the terms of service and have read the privacy policy”, the User confirms that they have accepted these Terms without reservation. These Terms of Use apply to all Users of the Application. These Terms of Use constitute a contract between the User and the Company, which consists of these Terms of Use and the [Privacy Policy](#).

1.2

WeWard reserves the right, at its sole discretion, to modify or replace, in whole or in part, these Terms of Use or to modify, suspend or discontinue the Service (including, without limitation, the availability of any features, databases or content) at any time by posting a notification on the Application or by sending an email notification. WeWard may also impose limits on certain features and services or restrict access to all or part of the Application,

without notice and without liability. The User is responsible for regularly checking whether these Terms of Use have been modified. Continued use of the Service following the posting of changes hereto constitutes acceptance of said changes.

1.3

If the User refuses to comply with all or part of the obligations and conditions contained in these Terms of Use, they are requested not to access the Application and not to use the Service.

Article 2 - General description

2.1

The Application is a service for creating value from daily efforts and rewarding physical and sporting activities, such as walking.

The purpose of the Application is to allow its Users to convert steps taken on streets, recommended places visited, purchases made or the bonuses completed (surveys, advertisements, etc.), the data of which have been received by the Company, into points (“Wards”) to be converted according to the offers listed on the Application.

2.2

To use the Application, the User must have a Smartphone and/or a tablet with Internet access as well as a personal account.

Article 3 - Registration and eligibility

3.1

The User must be a natural person over 15 years of age, and they must accept these Terms of Use without reservation. Minor Users acknowledge that the use of the Application is a “day-to-day act” within the meaning of Article 1148 of the Civil Code.

3.2

The usual prices and fees charged by operators, such as SMS and data fees, remain payable by the User.

3.3

Given the nature of the Application, the User undertakes to use the Service strictly for personal purposes and consequently shall refrain from using the Application in the context of exercising a professional or commercial activity or in the interest of a business competing with the Company.

3.4

Joining the Application is free of charge and does not create any obligation to purchase (particularly regarding rewards or places listed) or entail any financial consideration on the part of the User towards WeWard SAS.

3.5

To create an Account, the User must:

- Complete a registration form accessible from the Application by providing a username, email address and/or telephone number and a password; or
- Transfer the data from a third party service, such as Facebook or Google, and, if necessary, fill in any missing data. In such a case, the User acknowledges that they authorise the use of their data by the Company (see [Privacy Policy](#)).

3.6

The User agrees:

- Not to create multiple accounts on the Application;
- Not to create an account for someone other than themselves without that person's permission;
- Not to use another person's name as a username with the intention of impersonating them;
- Not to use a username that is rude, vulgar, obscene or otherwise illegal.

3.7

In order to benefit from all of the Application's Services, the User will have to agree to share their GPS location and the tracking of their physical activity through the sensors native to their Smartphone. Otherwise, the User will not be able to earn Wards. For more information on the processing of GPS location data, the User may consult WeWard's [Privacy Policy](#).

3.8

The User declares and guarantees that the information provided is accurate and complete. They undertake to provide a real email address and/or telephone number owned by the user.

The User agrees not to voluntarily transfer false data to the Company, such as falsified GPS coordinates, false physical activity or falsified or non-owned receipts. The User agrees not to artificially or mechanically simulate physical activity and/or location. The User undertakes not to use third parties to generate Wards on their behalf.

The User undertakes not to attempt to find dishonest ways of accumulating Wards such as:

- Artificially simulating steps;
- Artificially simulating GPS location points;
- Forcing the display of advertisements as part of daily bonuses;
- Sending falsified or non-owned receipts;
- Falsifying referrals by creating accounts that do not actually belong to another user.

The Company reserves the right to refuse and/or cancel a username/delete the User account, at the Company's sole discretion, in case of fraud. The Company reserves the right to refuse access to all or part of the Service to any User who does not comply with these Terms of Use.

3.9

The User is solely responsible for activities undertaken through their account and for keeping their password private. The User shall never use another person's account. The User shall immediately notify the Company in writing of any unauthorised use of the User's account or any other breach of security relating to the User's account of which the User is aware.

Article 4 - Description of the Service

4.1 Wards

Wards are the points that Users of the WeWard Application can earn:

- from verified physical movement (e.g. steps)
- when visiting geographical locations listed on the WeWard Application
- from daily bonuses such as watching an advertisement or answering a survey
- from a receipt sent to the WeWard Application
- by making a purchase on a partner website after using a link provided by the Application via email
- by making a purchase on a partner website after being redirected to the site from the WeWard Application
- by referring a user.

There are limits on the amount of Wards generated through verified physical movements, and this amount may vary over time.

The amount of Wards generated through bonuses or surveys may vary over time.

The amount of Wards generated after visiting a geographical location or sending a receipt may vary depending on the User and be subject to a random draw (promotional lottery), with a probability of winning specified on the Application.

The amount of Wards generated after making a purchase on a partner site may vary depending on the User, the products purchased and the shopping cart total, and the amount may also vary over time. The Wards accumulated will be considered as acquired, and therefore usable, when the partner site has validated the reward. The reward may be voided by the partner site for various reasons, for example:

- The User has returned the items;
- The User has used another reward system in addition to WeWard;
- The User has purchased products that do not fall within the scope of a partner reward (section “Reward conditions” within the WeWard Application).

Users can generate a maximum of 40,000 Wards through referrals. The application specifies the conditions for referrals, and these conditions may vary over time.

Wards can be redeemed for products, services and other benefits via the WeWard Application only (hereinafter: “Rewards”).

The Company reserves the right to destroy Users’ Wards when the Company has reason to believe that they have been created by means other than those referred to above and to suspend or deactivate the relevant accounts. The Company reserves the right and absolute discretion to determine and occasionally change what physical movements are eligible for Wards, the movement verification algorithms and the quantities of verified movements that Users must make in order to generate Wards using the WeWard Application. For example, and without limitation, the Company may occasionally change the algorithm for checking a step and the number of steps required to generate a Ward. The FAQ section of the WeWard Application includes details on the eligibility criteria. The Company may limit the maximum number of Wards that Users of the Application can generate each day.

4.2 The Rewards

Rewards are mostly provided by third-party partners. Each Reward requires a certain number of Wards indicated within the Application. Under no circumstances can the User obtain a Reward if they do not have enough Wards for the desired Reward. To obtain a Reward, the User must follow the instructions in the “Rewards” section of the Application:

- If the User chooses an electronic Reward, they will receive an email at the email address they provided within a maximum period of 72 hours, indicating the conditions for benefiting from their Reward.
- If the User chooses a physical prize, it will be sent within an estimated 30 working days to the postal address provided in the User's account.
- If the User chooses to participate in a promotional lottery, the conditions will be specified on the Application.
- If the User chooses a Reward in euros, they will have to provide their bank details and an identity document to receive a transfer.

Note that the euro Reward will only be offered if the User has a sufficient number of Wards. Fees may apply to the euro Reward, and the conditions will be specified on the Application.

The choice and use of the Rewards are the sole responsibility of the User. In no instances shall the Company be liable for any damages whatsoever caused to the User or any third party as a result of the use of the Rewards.

The User acknowledges that the Company assumes no responsibility for products, services or other benefits offered on the Application in the "Rewards" section that are provided by third-party partners. The User acknowledges that the Company does not guarantee the quality, proper functioning, safety of the goods, services or other benefits offered on the Application. The User acknowledges that the Company assumes no return, exchange or refund obligations in connection with transactions on the Application. Without limiting the effect of these Terms of Use in any way, any transactions completed are subject to the prevailing legal terms and conditions of the party offering the relevant goods, services or other benefits.

The list of Rewards may be changed at any time by the Company, without the Company having to justify the reasons for doing so and without any liability on its part. In the event that any of the Rewards are unavailable for any reason, the Company reserves the right to re-credit the User with the Wards spent or to replace them with a Reward of the same value and equivalent characteristics, without liability.

Any sale and/or exchange of Wards other than as provided for in these Terms of Use is strictly prohibited.

If the User chooses to convert their Wards into euros, the sums received cannot be considered as a salary and the User acknowledges that they have no subordinate relationship with WeWard SAS.

Bank transfer is only available to European bank accounts.

It is the User's responsibility to declare the amounts received to the tax authorities.

Article 5 - Intellectual property

The Application, trademarks, logos and any other distinctive sign of the Company and/or its partners, as well as any software used in the provision of the Service, along with the content on the Application (i.e. any text, video, photographs or any other information in any format and of any nature whatsoever appearing on the Application) are the exclusive property of the Company and/or its partners and/or third parties and may be subject to protection by

copyright, trademark law, patent law or any other intellectual property right. These Terms of Use do not entail any transfer of ownership of any kind to the User.

It is therefore forbidden to copy, modify, reproduce, distribute, publish, integrate on any medium whatsoever, adapt, transfer or assign, license, sub-license, give as security, transmit in any other way the elements of the Application or to carry out reverse engineering or use any other method to attempt to access the source codes and/or protocols of the Application without the express authorisation of the Company or the holder of the rights.

The User agrees not to use the Application or the Website in a manner that is unlawful or inconsistent with these Terms of Use or to act in a fraudulent or malicious manner, for example by hacking or inserting malicious code, including viruses or harmful data, into the Application or the Website; The User agrees not to infringe the intellectual property rights or those of third parties in connection with the use of the Application or the Website; The User agrees not to transmit any defamatory, explicit, offensive or otherwise objectionable content on the Application or the Website; The User agrees not to use the Application or the Website in any manner that could damage, disable, overburden, impair or interfere with our systems or security or interfere with other Users; The User agrees not to use any technology that interferes in any way with the proper operation of the Application or the Website, including blocking any advertisements or promotions displayed on it. Any use of Adblock® type software is prohibited. The User agrees not to collect any information or data from the Application or the Website for commercial purposes, unless otherwise agreed in writing by the Company. If the Company discovers a breach by the User, the Company reserves the right to immediately suspend or terminate access to the Application and delete the corresponding account.

Article 6 - Absence of medical advice

The WeWard Application tracks and verifies the quantity and frequency of Users' physical movements, generates Wards and allows these to be redeemed for Rewards. The Services provided by the Company do not contain, do not constitute and should not be construed as medical advice or medical opinions. The Company is not a registered healthcare professional, does not collect health data and is not able to provide medical advice. The User should always consult a qualified and licensed healthcare professional before starting or modifying a diet or exercise program. The WeWard Application is not a diagnostic or disease prevention tool. Use of the Application does not create a doctor-patient relationship between the User and the Company.

Article 7 - Data protection

The use of the Application and the provision of the Service offered require the company and its partners (if applicable) to process the User's personal data.

The details of this processing are set out in the [Privacy Policy](#), which is an integral part of these Terms of Use.

Article 8 - Liability

8.1

Given the technical IT and telecommunications constraints inherent in the use of the Application and the Website, the Company may not be held liable in the event of damage

caused by a malfunction in one or more of the stages of access to the Application and/or the Service offered, due in particular, but not exclusively, to the inconveniences inherent in the use of the Internet network, such as a service failure, external intrusion, the presence of computer viruses or a malfunction of any kind whatsoever. The User is asked to immediately report to the Company any difficulty they may encounter in using the Application.

The Company does not guarantee optimal functioning of the Application if the version used does not correspond to the latest version of the Application on the download platforms (Google Play and Apple Store). The Company shall not be liable for any damage caused by a malfunction on an earlier version of the Application.

If the Company has legitimate reasons to believe that the security of the Application is compromised or that misuse of the Service offered is due to unauthorised use of the User's identification data, the Company may temporarily deactivate the User's Account in order to preserve the integrity of the Application, as well as the integrity of the User's Account data. The User undertakes to cooperate with the Company and, specifically, to modify their identification data directly on the Application by changing their login name, email address and/or password, when initially requested to do so.

8.2

The User undertakes to use the Application in accordance with its purpose and not to carry out any illicit, unfair or dishonest action or action that could be considered a fraudulent practice of any kind whatsoever, in particular with a view to artificially obtaining a number of Wards greater than those corresponding to the actual physical activities and visits to places.

8.3

The Company shall not be held liable in the event that the non-performance or improper performance of the Company's obligations is attributable either to the behaviour of the User, to the unforeseeable and insurmountable act of a third party to these Terms of Use (including the sources of information published by third parties) and, in particular, partners over whom the Company has no control or to a case of force majeure, as defined by Article 1218 of the French Civil Code. Force majeure includes, but is not limited to: natural disasters, fires, strikes, breakdowns, shortages, war, power outages, telecommunication network failures and loss of internet connection due to public or private operators. In addition, the Company shall not be liable for any indirect damage, operating loss, loss of profit, damage or costs.

8.4

Without prejudice to the cases of exclusion of the Company's liability referred to in these Terms of Use, the Company's liability may only be incurred as compensation for direct, real, foreseeable and certain damage suffered by the User, provided that the User proves that the Company's contractual fault is the direct cause of the damage.

The User acknowledges and accepts that loss of opportunity, operating losses in the accounting sense of the term, loss of productivity, contracts and/or margins, loss of earnings or Wards, as well as unrealised savings or expected earnings or any damage to image cannot give rise to compensation. In any event, and in the event that the Company is held liable, the compensation due may not exceed the amount corresponding to the Rewards to be redeemed

that would have been awarded to the User through the Wards during the three (3) months preceding the incident.

8.5

In order to facilitate their exchanges, the User accepts that the Company's computer systems and files will prevail between them unless the User provides evidence to the contrary of at least equal value.

Consequently, the computer files and registers stored in the computer systems operated by the Company or on its behalf under reasonable conditions of security and reliability may be validly used and produced as proof of the execution of these Terms of Use and, more generally, of any event, communication or relationship occurring between the parties in connection with the use of the Application, the Website and the Service by the User.

Thus, in the context of any procedure, the Company may validly produce, as proof for any act, fact or omission, the data, files, programmes, recordings or other elements received, issued or stored by means of the aforementioned computer systems, on any digital or analogue media, and rely on them, except in the case of obvious error.

Article 9 - Duration of the contract - Termination

9.1. Duration of the contract

These Terms of Use are accepted indefinitely from the time of their first acceptance by the User under the conditions described in Article 1.

9.2. Termination of the relationship by the Company

9.2.1. The Company may suspend access to the Application and the Service if the User fails to comply with these Terms of Use. In this case, the Company will notify the User of this suspension by email and will give the User notice to cease this violation.

After a period of three (3) days from the date of this notification, if it has been ignored, the Company may rightfully terminate the contractual relationship with the User, without any formality and subject to the damages and interest to which the Company may be entitled as compensation for the loss resulting from this situation. Such termination may occur without notice in the event of a serious breach by the User of their obligations under these Terms of Use or of suspected fraud.

9.2.2. The Company reserves the right to deactivate the User's account after a period of total inactivity equal to or exceeding thirty (30) days. However, the User will be able to reactivate their account within thirty (30) days of the suspension.

This period runs from the date of the User's last sign on to their management interface.

Finally, the Company may generally suspend any account by electronic notification.

9.3. Termination of the relationship by the User

The User may withdraw from these Terms of Use at any time by following the procedure provided for this purpose on the Application.

Within forty-eight (48) hours of unsubscribing, which implies the termination of the contractual relationship, all or part of the User's data may be deleted from the Company's

databases and the User will no longer have access to the Application or the Service, with the exception of those data that the Company is required by law to keep or under the conditions set out in the Privacy Policy.

In the event of the User's death and upon production of the relevant supporting documents, the account will be deactivated. Their content may only be transmitted to the beneficiaries by court order or under the conditions described in the privacy policy.

Article 10 - Disputes

10.1.

These Terms of Use and their interpretation are subject to French law, without prejudice to the applicable conflict-of-law rules.

10.2.

If there are any problems, the User is invited to contact: contact@weward.fr

In accordance with Article L. 612 - 1 of the French Consumer Code, the User is offered the option to have recourse to a mediator free of charge in order to amicably resolve any dispute between the User and the Company. The User may consult: Consumers can also consult the [European Dispute Resolution Platform](#).

The User is asked to contact the Company to inform it of their request so that the Company can provide them with the contact information of the mediation body and the precise conditions of such recourse to this mediation procedure.

10.3.

Should mediation fail or be refused, as set out in Article 10.2, any legal action shall be brought before the competent court in accordance with the provisions of the French Code of Civil Procedure.

Article 11 - Contact

For any questions or information, Users can contact the Company:

- by email to: contact@weward.fr
- or by post to the address given in the preamble of these Terms of Use.