



**General Terms and Conditions of Use (GTCU)
of the Skeepers Community Site**

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1. Definitions

The following terms used with a capital letter have the definition assigned to them below:

- **"GTCU "** refers to the General Terms and Conditions of Use;
- **" Client"** refers to the company, manufacturer or entity marketing a product/service under a brand having subscribed to a service provision with Skeepers;
- **"Content"** refers to the texts, images, photographs, drawings, avatars, and, more generally, any visual, textual, sound or graphic publication of the User, representing the Products, distributed within the scope of the Services;
- **"Personal Account"** refers to the web interface reserved for Members to access the various functionalities developed by Skeepers for the implementation of their solutions.
- **"Creator"** refers to any person who has previously registered and accesses the Skeepers platform in order to create Content;

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- "**Identifiers**" refers to the Member name and password allowing the Member to access the various functionalities developed by Skeepers for the implementation of their solutions;
- "**Influenceur**" refers to a Creator who has received a free product in exchange for posting dedicated content on their social media (e.g. Instagram, TikTok, YouTube, Pinterest, Blog, etc.) ;
- "**Member**" refers to the Clients and Creators registered on one of Skeepers' platforms having previously accepted the General Terms and Conditions of that platform;
- "**Products**" refers to the products and services marketed by the Client;
- "**Social Networks**" refers to all present or future social networks whose content may be the subject of Skeepers services, such as, for example: YouTube, Instagram, Facebook, Twitter, Twitch, Blogs, TikTok, Pinterest.
- "**Site**" refers to the website accessible via the address <https://community/sleepers.io/en/>;
- "**Sleepers**" refers to the legal entity identified in the Legal Notices of the Site;
- "**Tester**" Creator having received a product free of charge so that they may produce a video review (consumer product video) or a textual review (influencer marketing product), which will be published on the Client's e-commerce site;
- "**User**" refers to any person who visits the Site to consult the content and information published on the Site.

2. Purpose

These General Terms and Conditions of Use are intended to define the rules of access and conditions of use of the Site.

Use of the Site is subject to compliance with these GTCU that all Users accept without reservation solely by accessing the Site. Users who do not wish to be bound by these GTCU must immediately leave the Site and stop using it.

3. Site Content

Sleepers puts the Site online in order to inform its Users of its various provisions, including:

- presenting software as a service (SaaS) solutions developed by Sleepers;
- redirecting its Users to platforms dedicated to the SaaS solutions developed by Sleepers so that they:
 - can register or log in to these platforms;
 - can apply to review campaigns directly on the dedicated platform and test the Products;
 - can provide an evaluation of the Product or service sold by the Client.
- consultation of tutorials allowing Users to better use and understand the SaaS solutions developed by Sleepers;
- consultation of text and video content, particularly blogs or guides published by Sleepers.



4. Data Processing

As part of its activities and the provision of the services, Skeepers processes Users' personal data as these terms are defined by the applicable regulations. The various processing operations carried out and the rights of Users are described in Skeepers' privacy policy, accessible on its site from the following link: <https://skeepers.io/app/uploads/2022/10/Privacy-and-Cookie-Policy-SKEEPERS-V3.pdf>

5. Cookies

When consulting the Site, cookies may be placed on the User's computer, mobile or tablet. The use of certain cookies requires the prior consent of the User. The User will find information specific to the cookies used on this site by clicking here: <https://skeepers.io/app/uploads/2022/10/Privacy-and-Cookie-Policy-SKEEPERS-V3.pdf>

6. Intellectual property of the elements of the Site

All Intellectual Property Rights concerning all computer programs, updates, new versions and copies of these programs provided to Users through the Site are and will remain the property of Skeepes or its cessionaries, successors or assignees, and no related property right is hereby transferred to the Users.

Skeepers grants Users who accept it, the non-exclusive and non-transferable right, for the duration and validity of these GTCU, to use the Site solely to access the services provided therein. Any distinctive sign appearing on the Site, in particular, company names, brands and logotypes are trademarks owned by Skeepers or by third parties or partners, in particular Clients whose offers are presented on the Site. Users accept that all information concerning the Site, including the Site Content, is the exclusive property of Skeepers who is the sole rights holder of the Site, or is subject to a license granted to Skeepers, and ensures its updates and maintenance.

The right of reproduction according to the Intellectual Property Code only extends to representation on a single screen and is strictly reserved for private use. Any reproduction, distribution or publication of content for commercial or collective use without the prior written authorization of Skeepers is forbidden. The use of links is authorized when the pages relating to the Site appear in a full and isolated window, under their respective addresses.

7. References and links

This Site may contain hypertext links to partner or third party sites. Insofar as Skeepers cannot control these sites, Skeepers assumes no responsibility for the information contained on these sites. Skeepers cannot be held responsible, in particular, for modifications or updates to these sites or for any malfunction of them. Skeepers cannot under any circumstances be held liable for direct or indirect damage related to browsing or downloading from hypertext links published on the Website.

8. Liability

Use of the Site implies knowledge and acceptance by the User of the characteristics and limits of the Internet and the technologies associated with it. All or any of the information published on this Site is provided as is, without warranty of any kind, express or implied, including, but not



limited to, warranties of fair and merchantable quality, fitness for a specific need or non-infringement of third-party rights.

Skeepers provides no guarantee regarding the accuracy and completeness of the elements and/or information published on this site.

Skeepers does not guarantee in any way uninterrupted access to this Site or the security of the Site nor that it is free of viruses or other unwanted visitors (including in the elements of the Site and the information incorporated within it).

Use of the elements of this Site and any information included therein as well as access to this Site are the sole responsibility of the User. Skeepers will not be liable for any damages whatsoever, including, without limitation, direct and indirect damages that may arise from access to this Site and use in whole or in part of elements or information contained therein.

In addition, the User shall indemnify the Skeepers company against any and all complaints, claims, actions and/or demands whatsoever that Skeepers may suffer as a result of the breach by the User of any of its obligations or guarantees under these General Terms and Conditions. They undertake to indemnify Skeepers for any prejudice it may suffer and to pay it all the costs, charges and/or judgments it may have to bear as a result.

9. Miscellaneous Provisions

Skeepers may modify elements published on the Site, and any information included therein, at any time and without prior notice.

10. Applicable law

The Site and the T&Cs are subject to French law. Any dispute relating to the interpretation or execution of these Terms and Conditions will be subject to the jurisdiction of the competent courts of Marseille.