

## **NAA terms and conditions of use**

These Terms and Conditions of Use govern the provision of the service offered by Never Alone Anymore (hereafter 'NAA'), a limited liability company under French law with a share capital of 20,000 euros, head office located at 61, rue du Château, 92100 Boulogne Billancourt, France, registered with the Nanterre commercial and companies register under number 513 345 827.

NAA offers a service for bringing persons of similar interests into contact using a GPS (hereafter referred to as the 'Service'. The Service is open to those who have registered, who are owners of an iPhone (hereafter the 'Member(s)' or 'you').

We ask that you read these Terms and Conditions of Use carefully before registering. By registering, you accept and agree to be bound by the Terms and Conditions. Once your registration has been completed and validated, your membership is activated and you are contractually bound to NAA in the context of the provision of the Service.

### **1. Conditions of access and registration.**

Access to the Service is reserved for holders of an iPhone. NAA provides the software allowing access to and use of the Service free of charge. Telephone charges and the cost of the equipment allowing access to the Service are the sole responsibility of the Member.

Registration for the Service is free. To become a Member, you must be over eighteen (18) years of age, have a valid email address and fill out the obligatory fields on the registration form. After your registration has been validated by NAA, you will be given a username and password giving you access to your profile.

The information you provide must be accurate and truthful.

### **2. The Service.**

The Service consists of bringing like-minded people into contact using a GPS global positioning system. It is not in any way a marriage guidance service or dating agency aimed at arranging marriages or establishing a stable relationship. NAA is under no obligation to succeed in arranging successful meetings with other Members. Neither does NAA guarantee your compatibility with other Members of the Service.

**2.1** NAA undertakes to make the Service available 24/7, but without guaranteeing that the Service will operate without interruption and be free from errors. Access to the site may therefore be temporarily suspended, without notice, for technical reasons beyond NAA's control.

NAA has no legal obligation to check on the identity of its Members or confirm the truthfulness of the content they enter on their form, for which they remain solely responsible.

NAA therefore invites its Members to take suitable precautions before proceeding with 'real# meetings with other Members (for example taking a friend with them, choosing a public place rather than a private one, etc.) and denies all responsibility for such meetings.

**2.2** As a Member and user of the Service, you are under an obligation to behave responsibly towards NAA and other Members and to use the Service in the spirit of the Terms and Conditions of Use.

You have sole responsibility for the content you post on the site and decide to make available to other Members.

You will undertake not to publish content that contravenes the rights of third parties or is of an injurious, defamatory, obscene, racist or xenophobic nature, incites religious hatred or violence, or generally contravenes current laws and regulations or good taste.

The failure of a Member to meet any one of the above obligations is liable to result in the immediate cancellation of his contract and the permanent removal of that Member's profile by NAA.

### **3. Member confidentiality and data protection.**

**3.1** NAA complies with current European and French standards in respect of the protection of private life and personal details. NAA has made a declaration of personal data protection to the French data protection authority, the National Commission for Information Technology and Civil Liberties ('CNIL').

**3.2** By registering with the Service, the Member agrees to provide personal information about him/herself. Some of that information is obligatory for registration purposes and for use by the Service.

Personal information collected by NAA may include your email address, details of your physical appearance, your photograph, family situation, education and hobbies.

In addition, some of the details provided by filling in the sections of your personal profile are liable, under your responsibility, to reveal your ethnic background or nationality. By providing these details, you are giving your express consent for 'sensitive' data to be processed and for which you take full responsibility.

By registering with the Service, you are giving your express consent to be geolocated by NAA within a radius of 5 metres to 50 kilometres (depending on the accuracy of the iPhone global positioning system). Agreeing to this condition is a pre-requisite for registration with the Service. If you refuse, your registration application will be rejected. Ultimately, by using the Service, you will have the option of deciding, on a case-by-case basis, whether or not to be accurately (depending on the accuracy of the iPhone global positioning system) geolocated by another Member of the Service. You will be systematically alerted to each request for accurate geolocation made by another Member of the Service and you will have the choice of accepting, refusing or ignoring that request.

Finally, you are hereby informed that NAA can also obtain certain information, of a non-personal nature, for statistical purposes relating to the number of subscribers and the frequency with which the Service is used.

**3.3** Information obtained about you when you register is used by NAA in order to provide you with the Service. Every necessary precaution has been taken to ensure that the information is stored in a secure environment.

**3.4** The personal details supplied in the various sections of your profile may be circulated and made available to other Members of the Service by NAA as part of the Service provided and also to commercial partners of NAA.

Each Member can, at the time of registration or at any time thereafter, at no expense other than the cost of sending the message, agree to receive email offers from NAA or its partners. Any Member who does not want to receive selected offers from NAA or its partners can opt out when registering or at a later date in the section reserved for that purpose in his profile or through the web site [www.himytribe.com](http://www.himytribe.com) by sending an email to the following address: [contact@himytribe.com](mailto:contact@himytribe.com).

NAA may pass on general information, of a non-personal nature, to commercial partners for assistance in targeting their advertising (according to age, sex, place and main interests). In so doing, NAA will not transfer any details that could be used to identify the Members in question.

If you do not want NAA or its partners to reproduce or distribute details from your profile, you have the option of objecting by cancelling your contract under the terms specified in the 'Cancellation' article.

**3.5** By going to the relevant section in his/her profile or by sending an email to the following address: [contact@himytribe.com](mailto:contact@himytribe.com), each Member can access or request access to personal data in order to modify or delete it, or prevent its use by NAA.

#### **4. Intellectual property rights.**

**4.1** NAA is the holder of all rights to the Service. All aspects of the Service (in particular trademarks, elements protected by copyright and any other intellectual property right) are the property of NAA and cannot be reproduced or used in whole or in part without the explicit permission of NAA.

**4.2** By registering, the Member confers upon NAA, when providing the Service, the right to use (including the right to reproduce, represent, adapt, translate), free of charge and on a non-exclusive basis, worldwide and for the period of application of these Terms and Conditions of Use, the entire intellectual property rights attached to the contents he provides.

#### **5. Liability and guarantee.**

Within the legally authorised limits, as a general rule, NAA will not be liable for damages of any kind arising from your use of the Service.

The software is provided free of charge and as is, with no specific guarantee, by NAA.

NAA takes no responsibility for the content, accuracy or reliability of the details, information, ideas and opinions expressed by Members through the Service.

You must therefore use the site with caution. You are responsible for the risks you take in submitting the information contained in your Member profile and for any details, ideas, statements, opinions etc. that you might exchange. NAA is not responsible for the behaviour of its Members when using the Service or elsewhere.

NAA reserves the right to claim compensation for any damages incurred as a result of the failure on the part of one of its Member to meet any of its obligations, in accordance with the law or the Terms and Conditions of Use.

## **6. Cancellation.**

**6.1** Each Member can terminate his subscription at any time and without cost, simply by writing to NAA, through the web site [www.himytribe.com](http://www.himytribe.com), at the following address: [unsubscribe@himytribe.com](mailto:unsubscribe@himytribe.com). His request will be deemed to take effect on the next working day after receipt by NAA of the cancellation request.

**6.2** In the event of the Member failing to meet his obligations, NAA will be entitled to cancel the member's profile without notice or prior formal notification.

**6.3** Data relating to the Member will be destroyed at his express request, should NAA proceed to cancel the Member profile under the terms outlined above or after a period of six months from the date on which the Member had access to the Service for the final time.

## **7. Miscellaneous.**

**7.1** The Terms and Conditions of Use constitute a contract governing the relations between the Member and NAA. They cancel and replace any previous arrangements not expressly mentioned and constitute the entirety of the rights and obligations of NAA and the Member.

**7.2** Any modification to the Terms and Conditions of Use, decided at any time by NAA, will be notified to the Members. Modifications will take effect one month after notification to Members. Notification will be accompanied by an option for the Member to cancel his profile, without incurring penalties or entitlement to compensation.

**7.3** If one of the stipulations contained in the Terms and Conditions of Use is deemed to be null and void or unenforceable by virtue of a law, ruling or as a result of a decision reached by a competent court, the said stipulation will be replaced by a valid and enforceable stipulation that best reflects the intention of the original stipulation. The remaining stipulations in the Terms and Conditions of Use will continue to take effect. In addition, failure by one of the parties to benefit from any one of the stipulations contained in the Terms and Conditions of Use (or a material breach of one of the stipulations) would under no circumstances be viewed as a waiver on their part to take advantage of the stipulation or breach at some point in the future.

**7.4** The Terms and Conditions of Use are subject to French law. The approved language of use is French.