

TERMS & CONDITIONS



1. Yumi's Identification

The company Yumi Club App ("**Yumi**") is a simplified joint-stock company registered with the Paris Trade and Companies Register under number 983682741, whose establishment is located at 35 rue des Trois Bornes, 75011 PARIS and also has its registered office.

Yumi can be contacted at:

- E-mail address: contact@yumi.club

2. Services offered

Yumi offers its customers (the "**Customers**") messaging and content viewing services (the "**Content** ") **allowing them to interact with content creators** (the "**Content Creators**"), **as described in the "Description of the Services" section (the "Services"), through** a dedicated mobile application (the "**Application**").

3. Information on Terms and Conditions

Function of the Terms and Conditions	The general terms and conditions (the " General Terms and Conditions ") are the sole document governing Yumi's contractual relationship with the Client and define: <ul style="list-style-type: none">- the terms and conditions of use of its Services,- the respective obligations of the parties.
Location of Terms & Conditions	The Client can find them by a direct link at the bottom of the page of the Site accessible at the following address: (to be completed) and in the settings of the Application.
Terms and Conditions of Acceptance of the General Terms and Conditions	The Client accepts the Terms and Conditions by clicking on "Start Chatting" on the Application. If they do not accept all of the Terms and Conditions, they will not be able to access the Services. They may be supplemented by specific conditions, which, in the event of contradiction, take precedence over the General Terms and Conditions.

4. Articulation with the general terms and conditions of the payment service provider

All payments made through the Application are managed by the payment service provider indicated on the Application (the "**Payment Service Provider**").

The Client will contract directly with the Payment Service Provider regarding the implementation of these payments, by accepting its terms and conditions, by clicking on "Start Chatting" on the Application.

If the Payment Service Provider refuses or terminates the Customer's subscription, the Customer may not/no longer use the Services.

Conversely, the termination of the contractual relationship between the Customer and Yumi results in the termination of the Customer's contract with the Payment Service Provider.

In the event of any contradiction between the Payment Service Provider's terms and conditions and the General Terms and Conditions, the General Terms and Conditions shall prevail.

The Client expressly instructs Yumi to transmit to the Payment Service Provider all its instructions relating to payments made on the Application.

5. Conditions of access to the Services

In order to access the Services, the Client must meet the following cumulative conditions:

- (i) **The Client is a natural person**, with full legal capacity; and
- (ii) **The Client has the status of consumer**, understood as any natural person who acts for purposes that do not fall within the scope of his professional activity.

Some Services are reserved for adults, and are indicated as such on the Application. If you wish to access these Services, you will be required to certify that you are of legal age under the laws applicable in your country of residence by providing, if applicable, any valid identity document required by Yumi.

6. Terms and conditions for accessing and subscribing to the Services

The Client may access the Services by registering on the Application, using the form provided for this purpose on the Application.

The Customer must provide Yumi with all information marked as mandatory.

The Customer's registration will then be submitted to Yumi for verification of the information provided. If all mandatory information that the Customer has provided to Yumi is validated by Yumi, Yumi will open an account in the Customer's name (the "**Account**"), allowing the Customer to access the Services using its login ID and password.

7. Description of Services

7.1 The services

Before any subscription, the Client acknowledges:

- That he/she may become aware of the characteristics of the Services and their constraints, in particular technical ones, on the Application;

- That the implementation of the Services requires being connected to the internet and that the quality of the Services depends on this connection, for which Yumi is not responsible.

All of the Services to which the Client has access are described on the Application and depend on the Subscription to which the Client has subscribed, as defined in the article "*Duration of subscription to the Services*". Yumi reserves the right to offer any other Service.

In particular, the Client has access to the following Services:

- **Courier service**

The Client can access, using the "*Explore*" feature available on the Application, different profiles of Content Creators. By accessing the profile of the Content Creator of his/her choice, the Client will be able to exchange messages with the latter.

The Content Creator may, at any time, choose to respond to the Client through the artificial intelligence tool made available by Yumi (the "**Tool**").

The Client is thus informed and acknowledges that the messages received have been automatically generated by the Tool.

- **Access and Collection of Content**

Content Creators may create and make available to Clients Content such as photos, videos and/or voice notes.

By accessing the Content Creators' profile of their choice, Customers can view the Content Creators' profile picture, the various free Content published on the Content Creators' profile, or purchase paid Content.

Paid Content purchased by the Client can be viewed at any time on the Content Creator's profile, or, for Content sent through the messaging service, directly on the messaging service.

7.2 Additional services

7.2.1. Maintenance

During the term of the Services, the Client benefits from maintenance, in particular corrective and evolutionary maintenance. In this context, access to the Application may be limited or suspended.

With regard to corrective maintenance, Yumi makes its best efforts to provide the Client with corrective maintenance in order to correct any malfunction or bugs found on the Application.

With regard to evolutionary maintenance, the Client benefits during the duration of the Services from evolutionary maintenance, which Yumi may carry out automatically and without prior information, and which includes improvements to the functionalities of the Application, the addition of new functionalities and/or technical

installations used within the framework of the Application (aimed at introducing minor or major extensions).

The Customer must agree to install the necessary updates to keep the Services compliant, so that the Services can continue to be used in accordance with what was agreed between the parties and what the Customer expected from them when subscribing. Otherwise, YUMI cannot be held liable for the consequences of the Client's failure to update, in particular in the event of a problem with access to the Application or its operation.

YUMI may also make updates that are not necessary to maintain the compliance of the Services. If applicable, the Customer has the right to refuse such update or, if applicable, to uninstall it if the latter has a negative impact on its access/use of the Services.

Access to the Application may also be limited or suspended for reasons of planned maintenance, which may include the above-mentioned corrective and evolutionary maintenance operations.

7.2.2. Accommodation

Yumi ensures, under the terms of an obligation of means, the hosting of the Application, as well as the data produced and/or entered by/on the Application, on its servers or through a professional hosting provider, and on servers located in a territory of the European Union.

7.2.3. Technical Support

In the event of any difficulty encountered when using the Services, the Client may contact Yumi using the contact details mentioned in the article "*Identification of Yumi*".

The technical assistance service is available from Monday to Friday, excluding non-working days or public holidays, from 8 a.m. to 6 p.m. Depending on the identified need, Yumi will estimate the response time and keep the Client informed.

8. Duration of subscription to the Services

The Customer subscribes to the Services in the form of a subscription (the "**Subscription**").

The different Subscription formulas to which the Client may subscribe are described on the Application.

The Subscription begins on the day of subscription for an initial period of one month or one year depending on the option chosen by the Client on the Application.

It is tacitly renewed, for successive periods of the same duration as the initial period (together with the initial period, the "Periods"), *from date to date, unless the Subscription is terminated in the conditions of the article "End of Services"*.

According to Article L215-1 of the French Consumer Code:

'In the case of contracts for the provision of services concluded for a fixed term with a tacit renewal clause, the professional service provider shall inform the consumer in writing, by registered letter or dedicated e-mail, at the earliest three months and at the latest one month before the end of the period authorising the rejection of the renewal, the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information, delivered in clear and comprehensible terms, mentions, in an apparent box, the deadline for non-renewal.

Where this information has not been sent to him in accordance with the provisions of the first subparagraph, the consumer may terminate the contract free of charge at any time from the date of renewal.

Advances made after the last date of renewal or, in the case of contracts of indefinite duration, after the date of conversion of the initial fixed-term contract, shall in that case be repaid within thirty days of the date of termination, less the sums corresponding to the performance of the contract up to that date. The provisions of this Article shall apply without prejudice to those which make certain contracts legally subject to special rules as regards consumer information. »

9. Yumi's Financial Conditions

9.1. Price of Services

The prices of the various Subscription packages to which the Client may subscribe are indicated on the Application.

Any Period commenced is due in full.

Private Paid Content is not included in the price of the Subscription. Each Content has a unique price that will be displayed on the Content Creator's profile.

In the event that an exchange rate applies, the exchange fees applicable on the date of payment of the price are the responsibility of the Client. If applicable, he/she is solely responsible for the payment of all bank charges related to the payment of the prizes, except for Yumi's bank fees.

Yumi is free to offer promotional offers or price reductions of the Subscription.

The prices of the Subscription may be revised at any time under the conditions of the article "*Modification of the General Conditions*".

The prices of Paid Content may be revised at any time by the Content Creators. The new prices are applicable from the date of their modification on the Content Creator's profile – with the exception of Content already ordered by the Client and in progress by the Content Creator, for which the prices in force at the time of the Client's request remain applicable.

9.2. Billing and payment terms

Payment of the prizes is made online, by any means indicated on the Application. It is implemented through the Payment Service Provider indicated on the Application.

The Client guarantees to Yumi that it has the necessary authorizations to use this payment method.

Yumi will send the Client an invoice summarizing the price of the Subscription as well as each purchase of Paid Content, by any useful means.

9.3. Consequences of late payment or non-payment

In the event of non-payment or late payment, Yumi reserves the right to:

- Immediately suspend access to the Application and the current Services until payment of all sums due;
- Charge you a late payment interest equal to the legal interest rate, based on the amount of the sums not paid at the due date.

9.4 Refund of Paid Content

The Client may obtain a refund of paid Content from YUMI in the event of the sale of Content that does not comply with these Terms and Conditions by making a request to this effect on the Application within 10 days of receipt of the disputed Content.

If the Content is deemed non-compliant by YUMI, YUMI will proceed in the name and on behalf of the Content Creator who originated the non-compliant Content to reimburse the Customer for the funds still unpaid to the Content Creator concerned.

For the funds already paid, the Content Creator will reimburse the above-mentioned sums himself.

10. Customer's right of withdrawal

Whether for the Subscription or the purchase of Paid Content, the Client does not benefit from the right of withdrawal as long as these Services concern the supply of digital content not provided on a physical medium and the Client has expressly (i) agreed that the Services will begin as soon as he accepts the General Terms and Conditions and (ii) waives his right of withdrawal.

11. Legal guarantee of conformity

The consumer has a period of two years from the supply of the digital content or digital service to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. For a period of one year from the date of supply, the consumer is required to establish only the existence of the lack of conformity and not the date of its occurrence.

The legal guarantee of conformity entails an obligation to provide all updates necessary to maintain the conformity of the digital content or digital service.

The legal guarantee of conformity gives the consumer the right to bring the digital content or digital service into compliance without undue delay following his request, at no cost and without major inconvenience for him.

The consumer may obtain a reduction in the price by keeping the digital content or digital service, or the consumer may terminate the contract by obtaining a full refund against relinquishment of the digital content or digital service, if:

- 1° The trader refuses to bring the digital content or the digital service into compliance,
- 2° The compliance of the digital content or digital service is unjustifiably delayed,
- 3° The compliance of the digital content or the digital service cannot take place without a charge imposed on the consumer,
- 4° Bringing the digital content or digital service into compliance causes a major inconvenience for the consumer,
- 5° The non-compliance of the digital content or the digital service persists despite the professional's unsuccessful attempt to bring it into compliance.

The consumer is also entitled to a reduction in the price or the termination of the contract when the lack of conformity is so serious that it justifies the price reduction or the termination of the contract immediately. The consumer is then not required to request that the digital content or digital service be brought into compliance in advance.

In cases where the lack of conformity is minor, the consumer is only entitled to the cancellation of the contract if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of bringing it back into compliance suspends the warranty that remained until the digital content or digital service is provided back into compliance.

The rights mentioned above result from the application of Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

A professional who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to €300,000, which may be increased to 10% of the average annual turnover (Article L. 242-18-1 of the Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles you to a price reduction if the digital content or digital service is retained or a full refund against a waiver of the digital content or digital service.

12. Intellectual Property Rights

12.1 Intellectual Property Rights on the Application

The Application is the property of Yumi, as well as the software, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, trademarks, etc.) that it uses. They are protected by all applicable intellectual property rights or database producers' rights. The license that Yumi grants to the Client does not entail any transfer of ownership.

The Client benefits from a non-exclusive, personal and non-transferable SaaS license to use the Application for the duration of the subscription to the Services.

Similarly, the Client acknowledges and accepts that the Content is accessible on the Application only for consultation and for the duration of subscription to the Services, this Content remaining the exclusive property of the Content Creators.

12.2 Intellectual Property Rights in Testimonials

The Client may make testimonials regarding its use of the Services.

Therefore, the Client consents that Yumi may:

- Disseminate testimonials free of charge on the Application and on any other French or foreign websites, published by any company with which Yumi has agreements, by any means and on any medium, for the purpose of promoting the Application;
- Translate testimonies into all languages;
- Modify (in particular the framing, format and colors) and/or adapt the testimonials (in particular to the technical constraints of the Application (alterations or degradation in their quality)).

12.3 Cases of use of the Client's personality rights (image, name) by Yumi

The Client authorises Yumi to use, free of charge, the image attached to its Account as well as its name in order to promote the Services, by any means and on any medium, for the whole world, for the duration of the subscription to its Services.

13. Obligations and Liability of the Client

13.1 Regarding the provision of information

The Client undertakes to provide Yumi with all the information necessary for the subscription and use of the Services.

13.2 Regarding the Client's Account

The Client:

- Guarantees that the information provided in the form is accurate and undertakes to update it;
- Acknowledges that this information is valid as proof of his/her identity and commits him/her as soon as it is validated;
- Is responsible for maintaining the confidentiality and security of his/her username and password. Any access to the Application using the latter is deemed to be made by him.

The Client must immediately contact Yumi using the contact details mentioned in the article "*Yumi's identification*" if they become aware that their Account has been used without their knowledge. He acknowledges that Yumi will have the right to take all appropriate action in such a case.

13.3 Regarding the use of the Services

Customer is responsible for its use of the Services and any information it shares in connection therewith. He/she undertakes to use the Services personally and not to allow any third party to use them in his/her place or on his/her behalf.

The Client shall refrain from misusing the Services for purposes other than those for which they were designed, and in particular to:

- Engage in any illegal or fraudulent activity;

- Violating public order and morality;
- Infringe third parties or their rights in any way;
- Violate any contractual, legislative, or regulatory provision;
- Carry out any activity likely to interfere with the computer system of a third party, in particular for the purpose of violating its integrity or security;
- Carry out manoeuvres aimed at promoting its services and/or websites or those of a third party;
- Aiding or abetting any third party to commit one or more of the acts or activities listed above.

The Client shall also refrain from:

- Copy, modify or misappropriate any material belonging to Yumi or any concept it exploits in connection with the Services;
- To adopt any behavior likely to interfere with or hijack Yumi's computer systems or undermine its computer security measures;
- To infringe Yumi's financial, commercial or moral rights and interests;
- To market, transfer or provide access in any way whatsoever to the Services, Content and information hosted on the Application, or to any element belonging to Yumi or the Content Creators.

The Client is responsible for the messages and testimonials that it disseminates as part of the Services.

The Client agrees that testimonials posted on the Application will be made public by default and may be seen by other customers of the Application.

The Client shall refrain from disseminating any message and/or testimonial (this list is not exhaustive):

- Violating public order and morality (indecent, shocking or inappropriate, defamatory, insulting, violent, racist, xenophobic or revisionist);
- Infringes the rights of third parties (infringing content, infringement of personality rights, etc.) and more generally violates a contractual, legislative or regulatory provision;
- Harmful to third parties in any way;
- False, misleading, or offering or promoting unlawful, fraudulent, or deceptive activities;
- Harmful to third-party computer systems.

The Client is responsible for the relationships that he/she may establish with other users of the Application, and in particular with Content Creators. He/she undertakes to act with discernment and respect the usual rules of politeness and courtesy in his/her exchanges with other users.

The Client shall refrain from contacting, by any means whatsoever, the Content Creators in order to circumvent the Services and in particular to communicate, exchange and/or directly purchase its services outside the Application. Yumi may, if necessary, take any action it deems necessary with respect to Customers who do not comply with this provision.

The Client is responsible for all formalities and payments required by the Client in connection with the use of the Services.

The Client indemnifies Yumi against any claim and/or action that may be brought against it as a result of the breach of any of the Client's obligations. The Client shall indemnify Yumi for the damage suffered and shall reimburse Yumi for any sums she may have to bear as a result.

14. Yumi's Obligations and Liability

Yumi undertakes to provide the Services diligently, it being specified that it is bound by an obligation of means.

14.1 Regarding the quality of the Services

Yumi makes its best efforts to provide the Client with quality Services.

To this end, it regularly carries out checks to verify the operation and accessibility of the Application and may thus carry out maintenance under the conditions specified in the "*Maintenance*" article.

Yumi is nevertheless not responsible for any temporary difficulties or impossibilities in accessing its Services that may be caused by:

- Circumstances external to its network (and in particular the partial or total failure of the Client's servers);
- The failure of any equipment, cabling, services or networks not included in its Services or for which it is not responsible;
- Interruption of Services by telecom operators or internet service providers;
- The Client's intervention, in particular through a misconfiguration applied to the Services;
- A case of force majeure.

Yumi is responsible for the operation of its servers, the outer boundaries of which are the connection points.

In addition, it does not warrant that the Services:

- Subject to constant research to improve its performance and progress, will be completely free of errors, defects or defects,
- Being standard and in no way offered according to the Client's personal constraints, will specifically meet his needs and expectations.

14.2 Regarding the Service Level Guarantee of the Application

Yumi does not offer any service level guarantee of the Application.

However, Yumi makes its best efforts to maintain 24/7 access to the Application, except in the event of planned maintenance under the conditions defined in the "*Maintenance*" article or force majeure.

14.3 Regarding the backup of data on the Application

Yumi makes its best efforts to back up all data produced and/or entered by/on the Application.

Except in the case of proven faults on the part of Yumi, it is nevertheless not responsible for any loss of data during maintenance operations.

14.4 Regarding data storage and security

Yumi provides sufficient storage capacity for the operation of the Services.

Yumi makes its best efforts to ensure data security by implementing measures to protect the infrastructure and the Application, detect and prevent malicious acts, and recover data.

14.5 Regarding the publication of messages and testimonies

Yumi acts as a hosting provider for the messages and testimonials that the Client puts online. As a result, it is not responsible for such content.

If Yumi receives a notification of an unlawful message or testimonial, it will act promptly to remove it or make it impossible to access it, and it may take the actions described in the "*Penalties for Violation*" section.

14.6 Regarding the connection between users

Yumi acts as a broker in the relationship between the Client and other users, including Content Creators.

Yumi will therefore not be held liable in the context of these relations with other users, nor will it be a party to any possible disputes whatsoever.

14.7 Regarding advertising on the Application

Yumi may publish and/or send the Client any advertising or promotional messages, in particular by referring the Client to third-party platforms.

However, Yumi is not responsible for:

- The technical availability and content, products and/or services of these platforms;
- The Client's relationships established through these platforms.

14.8 Regarding the use of subcontracting and assignment

Yumi may use subcontractors in the context of the performance of the Services, who are subject to the same obligations as Yumi in the context of their intervention. However, it remains solely responsible for the proper performance of the Services with regard to the Client.

Yumi may substitute itself for any person who will be subrogated in all its rights and obligations under its contractual relationship with the Client. If necessary, it will inform the Client of this substitution by any written means.

15. Limitation of Yumi's Liability

Yumi's liability is limited only to proven direct damage that the Client suffers as a result of the use of the Services.

16. Evidence Admitted

Proof may be established by any means.

The Client is informed that the data collected on the Application and Yumi's computer equipment constitute one of the accepted methods of proof, in particular to demonstrate the reality of the Services provided and the calculation of their price.

17. Methods of processing personal data

The parties undertake, each as far as it is concerned, to comply with all legal and regulatory obligations incumbent on them in terms of the protection of personal data, in particular Law 78-17 of 6 January 1978 in its latest amended version known as the Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (together the "**Applicable Regulations**").

For the purpose of managing the contractual relationship between the parties, each party processes the personal data of the other party's interlocutors in its capacity as data controller within the meaning of the applicable Regulations, for the duration hereof. This processing is necessary for the proper execution of these terms and conditions and only concerns identification data (in particular surname, first name, email address, telephone number) of the interlocutors.

The staff of each party, their control departments (auditors in particular) and their subcontractors will be able to access the personal data collected.

This processing may give rise to the exercise by the parties' interlocutors of their rights provided for by the applicable Regulations.

To find out more about the processing carried out by Yumi, the Client is invited to read Yumi's privacy policy available here :

PRIVACY POLICY

At YUMI, the protection of your personal data is a priority.

When you use the Yumi Application (the "**Application**") and as part of the management of our contractual relationships with our customers, we may collect personal data about you.

The purpose of this policy is to inform you about the ways in which we process this data in accordance with Regulation (EU) 2016/679 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 (the "**GDPR**") and Law No. 78-17 of 6 January 1978 on information technology, files and freedoms (together the "**Applicable Regulations** ").

1. Who is the data controller?

In the context of the management of our contractual relations with our customers, the data controller is the company Yumi Club App ("Yumi "), SAS, registered with the Paris Trade and Companies Register under number 983682741 and whose registered office is located at 35 rue des Trois Bornes, 75011 PARIS ("**We**").

2. What data do we collect?

Personal data is data that can be used to identify an individual directly or by cross-referencing with other data.

We process data from:

- Customers: understood as any natural person who has access to Yumi's Services, namely, access to message and content viewing services (the "**Content**") allowing them to interact with the Creators;
- Creators: understood as any natural or legal person creating Content.

We collect personal data that falls into the following categories:

o **Customer Data:**

- **Identification data** (surname, first name, date of birth);
- **Login data** (logs, encrypted passwords);
- If you choose to log in using a third-party authentication service (e.g. Google or Facebook), certain data such as your name and email may be retrieved from that service. By choosing this method, you agree that the service may communicate this data to us. We do not collect your third-party account password.
- **Browsing data** (IP address, pages viewed, date and time of connection, browser used, operating system, user ID, MAID);
- **Location data.**
- **Any information you wish to provide to us as part of your contact request.**

o **Creator Data :**

- o **Identification data** (surname, first name, email address, image, identity document);
- o **Login data** (logs, encrypted passwords);
- o If you choose to log in using a third-party authentication service (e.g. Google or Facebook), certain data such as your name and email may be retrieved from that service. By choosing this method, you agree that the service may communicate this data to us. We do not collect your third-party account password.
- o **Browsing data** (IP address, pages viewed, date and time of connection, browser used, operating system, user ID, MAID);
- o **Location data.**
- **Economic and financial data concerning the Creators (RIB);**
- **Any information you wish to provide to us as part of your contact request.**

When Customers purchase Adult Content on the Application, Yumi may also collect biometric data about the Creators. This data is only collected with your express consent via the checkbox available on the Application. You can withdraw your consent at any time by writing to us using the contact details set out in the article "Contact point for exercising your rights".

Mandatory data is indicated when you provide us with your data. They are reported by all means.

3. How do we collect data?

We have collected your data because you provided it to us directly when you created an account on our App.

4. On what legal bases, for what purposes and for how long do we keep your personal data?

Objectives	Legal basis	Retention periods
Provide our services available on our App through your account	Execution of pre-contractual measures taken at your request and/or performance of the contract you or your company have entered into with Us	<p>When you have created an account: your data is kept for the duration of your account.</p> <p>Your connection logs are kept for 6 months or 1 year.</p> <p>In the event of a Creator's inactive account for 2 years, your personal data will be deleted if you do not respond to our reactivation email.</p> <p>In addition, your data can be archived for evidentiary purposes for a period of 5 years.</p> <p>Your credit card details are stored by our payment service provider Stripe in accordance with their privacy policy. Identity documents are removed immediately after verification of the age of the Client or the Creator.</p>
Promote the safety and security of our Customers regarding access to Adult Content by verifying their age.	For Customers: Your Consent	Personal data is kept for the duration of the verification.
Improving our services	Our legitimate interest in improving our services	Personal data is kept for 25 months.
Manage your reviews of our services	Our legitimate interest in collecting your feedback on our services	2 years from the date of publication of the notice
Build a file of customers and prospects	Our legitimate interest in developing and promoting our business	<p>For customers: the data is kept for the duration of the contractual relationship.</p> <p>For prospects: the data is kept for a period of 3 years from your last contact.</p>
Comply with our legal obligations to report illegal content on the App.	Comply with our legal and regulatory obligations imposed in connection with our App.	<p>Your identity data is kept for 5 years from the end of the validity of the T&Cs, the closure of your account or the closure of the report.</p> <p>Other information provided by the user, in particular payment information, is kept for one year from the end of the validity of the T&Cs, the closure of your account or the closure of the report.</p>

		Technical data identifying the source of the connection or relating to the terminal equipment used shall be kept for a period of one year from the connection or use of the terminal equipment.
Send newsletters, solicitations and promotional messages by email	For customers: our legitimate interest in building customer loyalty and keeping our customers informed of our latest news For prospects: your consent	The data is kept for 3 years from your last contact with Us or until you withdraw your consent.
Respond to your requests for information	Our legitimate interest in responding to your requests	The data is kept for a period of 3 years from your last contact.
Comply with legal obligations applicable to our business	Comply with our legal and regulatory obligations	For invoices: Invoices are archived for a period of 10 years. The data relating to your transactions (with the exception of bank details) is kept for 5 years. The data relating to your contract and the elements relating to the signing of the contract will be kept for 10 years from the conclusion of the contract.
Organize competitions and promotional operations	Our legitimate interest in building customer loyalty and giving them gifts	The data is kept for the duration of the games or promotional operations and may be archived for 5 years for evidentiary purposes.
To develop statistics (browsing, audience of the Application, etc.) and to improve the functionalities of the Application through the deposit of audience measurement cookies	Your Consent OR Our legitimate interest in analysing the composition of our customer base and improving our services	The data is kept for 25 months
Deliver personalised advertising through the use of advertising cookies	Your Consent	The data is kept for 6 months.
Fight against fraud (in particular, taking into account	Our legitimate interest in preventing fraud and dealing with it in the event of fraud	For identity verification data, the data is kept for 2 years.

international economic and financial sanctions)		<p>Assessment of the relevance of the alert: the data is kept for a maximum of 6 months from the date the alert is issued, the time it takes for Us to qualify the alert. We promptly remove alerts that are deemed irrelevant.</p> <p>Retention of the alert qualified as relevant: the data is kept for 5 years from the closure of the fraud file.</p>
Combating money laundering and terrorist financing	Comply with our legal and regulatory obligations	Data relating to the fight against money laundering and terrorist financing are kept for 5 years from the end of the contract.
Manage requests to exercise rights	Our legitimate interest in responding to your requests and keeping track of them	<p>If we ask you for proof of identity: we only keep it for the time necessary to verify your identity. Once verified, the receipt is deleted.</p> <p>If you exercise your right to object to receiving direct marketing: we keep this information for 3 years.</p>

5. Who are the recipients of your data?

The following will have access to your personal data:

- (i) Our company's staff;
- (ii) Our subcontractors: hosting provider, identity verification provider, newsletter delivery provider, audience measurement and analysis provider, email service provider, secure payment service provider, invoicing tool, cookie management tool;
- (iii) Where applicable: public and private bodies, exclusively to meet our legal obligations.

6. Is your data likely to be transferred outside the European Union?

Your data is kept and stored for the duration of the processing on Google Cloud's servers located in the European Union.

As part of the tools we use (see article on recipients concerning our subcontractors), your data may be transferred outside the European Union. The transfer of your data in this context is secured by means of the following tools:

- either the data is transferred to a country that has been the subject of an adequacy decision by the European Commission, in accordance with Article 45 of the GDPR: in this case, this country ensures a level of protection deemed sufficient and adequate to the provisions of the GDPR;

- or the data is transferred to a country whose level of data protection has not been recognised as adequate to the GDPR: in this case, these transfers are based on appropriate guarantees indicated in Article 46 of the GDPR, adapted to each provider, including but not limited to the conclusion of standard contractual clauses approved by the European Commission, the application of binding corporate rules or under an approved certification scheme.
- or the data is transferred on the basis of one of the appropriate safeguards described in Chapter V of the GDPR.

7. What are your rights over your data?

You have the following rights in relation to your personal data:

- **Right to information:** This is precisely why we have drafted this policy. This right is provided for in Articles 13 and 14 of the GDPR.
- **Right of access :** You have the right to access all your personal data at any time, pursuant to Article 15 of the GDPR.
- **Right to rectification:** You have the right to rectify your inaccurate, incomplete or outdated personal data at any time in accordance with Article 16 of the GDPR.
- **Right to restriction:** You have the right to obtain the restriction of the processing of your personal data in certain cases defined in Article 18 of the GDPR.
- **Right to erasure:** You have the right to demand that your personal data be erased, and to prohibit any further collection of your personal data on the grounds set out in Article 17 of the GDPR.
- **Right to lodge a complaint with a competent supervisory authority** (in France, the CNIL), if you consider that the processing of your personal data constitutes a violation of the applicable texts, in accordance with Article 77 of the GDPR.
- **Right to set guidelines for the retention, deletion and communication of your personal data after your death.**
- **Right to withdraw your consent at any time :** For consent-based purposes, Article 7 of the GDPR states that you can withdraw your consent at any time. This withdrawal will not affect the lawfulness of the processing carried out prior to the withdrawal.
- **Right to portability:** Under certain conditions specified in Article 20 of the GDPR, you have the right to receive the personal data you have provided to us in a standard, machine-readable format and to demand its transfer to the recipient of your choice.
- **Right to object :** Pursuant to Article 21 of the GDPR, you have the right to object to the processing of your personal data. Please note, however, that we may continue to process your data despite this objection, for legitimate reasons or for the defence of legal claims.

You can exercise these rights by writing to us using the contact details below. We may ask you to provide us with additional information or documents to prove your identity.

8. What cookies do we use?

To find out more about how to manage cookies, we invite you to consult our Cookie Policy below:

When you use our YUMI application (hereinafter referred to as the "**Application**"), trackers (hereinafter referred to as the "**Cookie**" or "**Cookies**") are placed on your device.

1. What is a Cookie?

A cookie is a small file, often encrypted, stored in your browser or device and identified by name. It is deposited when an application is viewed. Each time you return to the application in question, the Cookie is retrieved from your browser or terminal. So, every time you visit the app, the browser is recognized.

The deposit of these Cookies is likely to allow us to access your browsing data and/or personal data concerning you.

2. Identification of Cookies

We may use advertising, content personalization, social media or audience measurement cookies. You will be informed of this on your first visit to the Application using these Cookies. You will then be asked to accept or reject them in accordance with the terms and conditions described below.

□ Technical and functional cookies

Technical and functional Cookies are necessary for the proper functioning of the Application and to provide you with our services. They are used throughout your browsing experience, in order to facilitate your browsing and to perform certain functions.

For example, a technical cookie may be used to remember your answers in a form or your preferences regarding the language or presentation of the Application, when such options are available.

□ Advertising cookies

Advertising Cookies can be created not only by our Application but also by other applications that display advertisements, ads, widgets or other elements on the page displayed.

These Cookies can be used to personalise and measure the effectiveness of advertising or to carry out targeted advertising.

□ Content Personalization Cookies

Content personalisation cookies allow us to offer you the content that is most likely to correspond to your interests based on your browsing profile. Your browsing profile is based on the content you have already viewed.

□ Social media cookies

Social network cookies allow you to share content from the application on social networks and to make known, on these networks, your opinion or your consultation of our services by clicking on the "like" and "*share*" links. These Cookies can also be used to track users' browsing on the Application.

We invite you to consult the privacy policies of the social networks at the origin of these Cookies, to find out about the purposes of use of the browsing information they may collect thanks to these Cookies and the methods of exercising your rights with these social networks.

□ Audience measurement cookies

These cookies, also known as "analytical cookies", allow us to measure the number of visits, the number of pages viewed and user activity. They may collect your IP address to determine the city from which you are connecting. Analytical Cookies allow us to generate statistics on the number of visitors and browsing of our Application in order to improve our performance. The Cookies used also make it possible to identify browsing problems and, ultimately, to solve them.

3. Your Cookie Preferences

□ Cookies that can be placed without consent

Some Cookies do not require your consent, such as:

- Technical and functional Cookies that are necessary for the operation of the Application;
- Certain audience measurement cookies or cookies that allow different versions of the Application to be tested for the purpose of optimising editorial choices.

□ Acceptance or rejection of Cookies subject to your express consent

All other Cookies require your consent. These are advertising cookies, social media cookies, content personalisation cookies and certain audience measurement cookies. You can freely choose to accept or reject the use of these Cookies.

You can accept or reject these Cookies when you first visit the Application.

Your choices to accept or decline Cookies will be retained for a period of one (1) year.

You are free to withdraw your consent and more generally to change your preferences at any time, via the following link.

□ Setting your browser

It is also possible to set your browser to accept or reject certain Cookies.

Each browser offers different configuration methods.

4. Advertising Identifiers

Personal data about you may be collected in connection with your advertising ID.

Each mobile phone has its own advertising identifier that allows advertisers to serve targeted advertising.

Android and Apple allow mobile users to control their privacy in the settings, which makes it impossible to link their advertising history to their next browsing.

You can deactivate and reset your advertising ID at any time, if you no longer wish to receive targeted advertising:

You'll probably receive the same amount of ads, but they'll be less relevant.

Instructions for limiting ad tracking on iOS: <https://support.apple.com/fr-fr/HT205223>

Instructions on how to turn off ad targeting on Android:
<https://support.google.com/ads/answer/2662922?hl=fr>

9. Point of contact to exercise your rights

Contact Email: contact@yumi.club

10. Changes

We may modify this policy at any time, in particular in order to comply with any regulatory, jurisprudential, editorial or technical developments. These amendments will apply on the effective date of the amended version. You are therefore invited to regularly consult the latest version of this policy. Nevertheless, we will keep you informed of any significant changes to this Privacy Policy.

Entry into force: 29/02/2024

18. Parties' Respective Confidentiality Obligations

Unless otherwise agreed in writing by the other party, the parties undertake respectively to keep confidential, for the duration of their contractual relationship and 3 years thereafter, all information relating to or held by the other party, of which they would have become aware at the time of the conclusion and execution of their contractual relationship.

This obligation does not extend to information:

- Of which the party receiving them was already aware;
- Already public at the time of their communication or which would become so without breach of this clause;
- Which would have been lawfully received from a third party;
- The disclosure of which would be required by the judicial authorities, in application of laws and regulations or in order to establish the rights of a party within the framework of the contractual relationship between the parties.

Confidential information may be passed on to the respective employees, collaborators, interns, agents and co-contractors of the parties, provided that they are subject to the same obligation of confidentiality.

19. Force majeure

The parties cannot be held liable for any shortcomings or delays in the performance of their contractual obligations due to a case of force majeure occurring during the duration of their relationship, as defined in 1218 of the Civil Code.

If one of the parties is prevented from performing its obligations due to a case of force majeure, it must inform the other party by registered letter with acknowledgement of receipt. The obligations are suspended upon receipt of the letter, and must be resumed within a reasonable period of time as soon as the force majeure event ceases.

The incapacitated party nevertheless remains liable for the performance of obligations that are not affected by force majeure and for any payment obligations.

20. End of Services

The Subscription may be terminated at any time by:

- (i) The Client, directly and free of charge through the functionality provided for this purpose on the Application,
- (ii) Yumi, by sending an email to the Client.

Any Period commenced is due in full. The termination of the Services is effective at the end of the Current Period.

As of the end of the Services, the Client no longer has access to its Account, the wallet attached to its Account and its Content library.

The termination of the Services in accordance with the provisions set out in the article "*Sanctions in the event of breach*" also entails the deletion of the Client's Account.

21. Penalties for non-compliance

The following are essential obligations to the Client (the "**Essential Obligations**"):

- Payment of prizes;
- Not to provide false and/or incomplete information to Yumi;
- Respect the usual rules of politeness and courtesy in exchanges with Yumi and other users of the Application;
- Not to use the Services for any third party;
- Not to export or commercialize the Content;
- Do not solicit Content Creators directly;
- Not to carry out activities that are illegal, fraudulent or that infringe the rights or safety of third parties, breach of public order or violation of current laws and regulations.

In the event of a breach of any of these Essential Obligations, Yumi may:

- Suspend or terminate Customer's access to the Services;
- Delete any messages or testimonials related to the breach;
- Publish on the Application any information message that Yumi deems useful;
- Notify any competent authority, cooperate with it and provide it with all information relevant to the investigation and suppression of illegal or unlawful activities;
- Take any legal action.

These penalties are without prejudice to any damages that Yumi may claim from the Client.

In the event of a breach of any obligation other than an Essential Obligation, Yumi shall request the Client by any appropriate written means to remedy the breach within a maximum period of 15 calendar days. The Services will be terminated at the end of this period if the breach is not rectified.

22. Modification of the General Terms and Conditions

Yumi may modify its Terms and Conditions at any time and will inform the Customer by any written means (and in particular by email) at least 2 calendar days before they come into force.

The amended General Terms and Conditions are applicable as soon as they come into force.

If the Client does not accept these changes, he must terminate his Subscription in accordance with the terms and conditions set out in the "*End of Services*" article.

23. Language

The French language prevails in the event of a contradiction or dispute over the meaning of a term or provision.

24. Registration on the list of objections to telephone canvassing

In accordance with Law No. 2014-344 of 17 March 2014, the Client is informed that, as a consumer within the meaning of the Consumer Code, he has the possibility of registering free of charge on the BLOCTEL (www.bloctel.gouv.fr) telephone canvassing opposition list in order to no longer be canvassed by telephone by a professional with whom he does not have an ongoing contractual relationship.

25. Mediation

In the event of a dispute between the Client and Yumi, the Client may have recourse free of charge to the following consumer mediator for an amicable resolution:

Centre for Consumer Mediation of Justice Conciliators (CM2C)

Postal address: [14 rue Saint Jean 75017 Paris](#)

Phone : [01 89 47 00 14](tel:0189470014)

<https://www.cm2c.net>

If the Customer is a foreign consumer but located in the European Union, he can go to the European Consumer Law Dispute Resolution Application accessible [here](#).

26. Governing Law

The Terms and Conditions are governed by French law.