



GENERAL CONDITIONS OF USE

ARTICLE 1 – GENERAL PRINCIPLES

1.1 Scope

These General Terms and Conditions of Use (hereinafter the "GCU") govern all relations between the Users of the user interfaces of the NGTV solution deployed in the Powerleague centers and the company NGTV, a simplified joint-stock company, with a capital of € 53,230, registered with the RCS of LYON (France) under the number 821 548 468 (hereinafter referred to as "NGTV") whose contact details are as follows:

- email address : contact@ngtvexperience.com

NGTV specializes in the provision of digital services in the field of sports. As part of its activity, NGTV has designed and developed a global technical solution allowing, in the context of an indoor football session, to record that football session and to analyse it in the light of the sports performance of each speaker at that session (hereinafter the "Solution"). The video analysis of each session and the performances of each speaker are then processed and published on a dedicated website developed by NGTV and accessible via the internet at the following address: www.ngtvexperience.com (hereinafter the "Platform").

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The User is informed that the use of the website requires the full, complete and unreserved acceptance of these Terms. These T&Cs prevail over any contractual document not expressly accepted by the Parties.

As such, before any Session, the User undertakes to read these Terms, which will be communicated to him when registering on the Platform. The GCU will also be accessible at any time on the Platform. The User must accept these Terms to use the Solution during the Session and access the Platform at the end of the Session.

1.2 Evolution

Given the innovative nature of the Platform, NGTV may have to modify these Terms. In the event of modification of these Terms, the new GCU become applicable as soon as they are communicated to the User, to all orders in progress, except in the event of a legal obligation.

ARTICLE 2 – DEFINITIONS

Sports Center: Refers to the center equipped with NGTV Experience technologies chosen by the User.

Data: Refers to all information, documents, texts, photographs, graphics, videos, messages and other elements of all types and in all forms collected and transmitted in the context of the User's use of the Services provided by NGTV Experience.

Player: Refers to a natural person using NGTV EXPERIENCE technology during their gaming sessions in an equipped Sports Centre.

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Platform: Refers to the digital platform developed by NGTV EXPERIENCE and available on the website, belonging to NGTV, accessible at the following address <https://powerleague.ngtvexperience.com/> , and composed of a set of organized pages, on which each User can access his Data, and benefit from the Services.

Services: Refers to the services and features provided by NGTV Experience via its video technologies and the dedicated website <https://powerleague.ngtvexperience.com/> .

Session: Refers to the sports part performed by one or more players in a sports center.

Third party: Refers to all legal persons, natural or legal, other than the Parties.

User: Refers indifferently to the simple visitor or any player using the NGTV Solution and the dedicated website.

ARTICLE 3 – PURPOSE

3.1 General Conditions of Use

These terms govern the use of NGTV EXPERIENCE services.

NGTV provides Users with a right to use the Platform. The Platform is accessible from the Internet network to any User.

The User remains responsible for the means of connection and equipment related to the use of the Platform.

The User acknowledges having the capabilities, skills and means necessary for the use of the Platform.

The purpose of the Platform is to:

- Allow the consultation of these Terms;
- Allow Users to access and consult their Data and;
- Allow Users to share their Data on social networks.

3.2 User's acceptance

These GCU are expressly approved and accepted by the User, who declares and acknowledges having perfect knowledge of them.

In any case, any beginning in the use of the Services offered by the Site, subject the User to these Terms. The User is therefore deemed to accept the application of all the rules stipulated herein, as well as those that would be present in any document available on the Site, integrated into these Terms by reference and which govern his relationship with third parties and NGTV Experience.

These GCU are enforceable throughout the duration of use of the Site and until new GCU replace these terms.

ARTICLE 4 – USE OF THE SOLUTION

4.1 Use of the Solution in the Sports Center

Before any Session, the User may, if he wishes, identify the members of his team by their first name or a nickname by registering on the postmatch screen installed in the Sportsbar of the center. Otherwise, players are identified by "Player" + a random number.

During the Session, the User can enter the goals scored, fouls and special moments on the Platform.

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At the end of the Session, the User can view his Session and his statistics on the screen positioned in the Sportsbar.

4.2 Use of the website

Given certain content intended for adults only, Users certify that they are over 18 years of age at the time of their connection to the website.

The connection to the website allows the User to:

- Consult the videos captured during his game sessions in an equipped Sports Center
- Consult his game statistics

This Data is kept for 60 days on the dedicated Website.

The filters selected by the User are the responsibility of the User and are saved locally on his device.

4.3 Use of the videos

All the videos captured by NGTV technology in the equipped Powerleague centers are available on the dedicated website as soon as the players have expressly accepted their feedback on the NGTV tools during their game session in a sports center.

By accepting these terms and conditions, the User undertakes to share on all means of communication only the videos on which he is present, with the agreement of the other players of the session likely to appear in the image.

On the other hand, the User also undertakes to view the videos where he does not appear with respect and benevolence in all circumstances.

The User retains full responsibility for the video cuts he may make on ngtv experience tools as well as sharing on any site or element external to the dedicated website, and their consequences.

NGTV EXPERIENCE disclaims any responsibility for the use of the videos made available and the possible harmful consequences and any damage to the User or a Third Party due to this use by the User.

ARTICLE 5 – USE OF THE USER’S VIDEOS

By accepting these Terms, the Player using NGTV EXPERIENCE's video capture technology expressly accepts that the videos where he appears during game sessions, which he wished to report on the dedicated website are visible, cut, downloadable and shareable on any means of communication by all Users of the system, the Managers of Centre and NGTV, and therefore waives its right to the image in the context defined above.

NGTV EXPERIENCE reserves the right to remove, without notice, any video with inappropriate content and/or content likely to shock morals (nudity, racist or misogynistic remarks, etc.). Any drift appearing on the video content reported on the NGTV tools will be systematically removed.

NGTV EXPERIENCE declines all responsibility for the misuse by the User or the Centre Manager of the videos made available on NGTV tools (website, User area, Manager area, Mobile Application) and any damage of any kind whatsoever to a Third Party.

ARTICLE 6 – OBLIGATIONS OF THE USER – USE OF THE PLATFORM

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The User undertakes to use the Platform in compliance with these GCU and in accordance with the legislation and legal provisions in force. The User acknowledges and accepts that he may only use the Platform for his own needs in the context of a strictly personal, private and non-commercial use, which he expressly guarantees.

As part of the use of the Platform, the User is prohibited from:

- use or attempt to use the Platform for purposes other than those for which it is intended,
- damage, or attempt to damage directly or indirectly the reputation or image of NGTV, the Platform, all of its Services, its trademarks and in general all the rights held by NGTV, in any way whatsoever,
- attempt to disrupt or interrupt the operation of the Platform
- attempt to copy, duplicate, reproduce, scan, and in general appropriate, directly or indirectly, all or part of the Platform in any way whatsoever,
- use or attempt to use any data and/or information, of any nature whatsoever, present on the Platform belonging to NGTV or any third party,
- communicate to NGTV false, usurped or erroneous Data, information, contact details, by any means whatsoever,
- harm, harm a third party, directly or indirectly, in any way whatsoever, and in particular by committing acts of damage to reputation or image, acts of denigration, acts infringing on privacy,
- deliberately or unintentionally violate any local, regional, national or international laws or regulations attempt to cause or impair the Services provided by one or more of NGTV's providers,
- transmit, upload, display, disseminate, publish through the use of the Platform, in any way whatsoever, and by any technological means whatsoever, illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, offensive, violent or inciting to any form of violence (physical, verbal or moral), political, racist, sexist, homophobic, or xenophobic and more generally contrary to the laws in force on the Platform,
- transmit, upload, display, in any manner whatsoever, and by any technological means whatsoever, any element containing software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment participating in the operation of the Platform.

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In addition, the User undertakes to keep strictly confidential all information of any nature whatsoever that he may know on NGTV. The User undertakes, therefore, not to communicate them to third parties, in any form whatsoever, to take all necessary measures to protect access to them and not to communicate them to persons other than those who need to know them for the execution of these terms and conditions.

In general, the User is prohibited in any way whatsoever from being or attempting to be the author and/or accomplice of a positive act or omission likely to cause or cause harm, of any nature whatsoever, to NGTV and/or any third party.

NGTV will in no way be responsible for any non-compliance/violation of the Data or content provided by the User to the laws and regulations, public order or the needs of the User.

When using the Platform, the User also undertakes to report to NGTV any content present that would appear to him illegal, illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, offensive, violent or inciting to any form of violence (physical, verbal or moral), political, racist, sexist, homophobic, or xenophobic and more



generally contrary to the laws in force, of which he is aware by e-mail to the following address : support@ngtvexperience.com.

The User acknowledges in advance that any violation by him of this article causes NGTV and the third party concerned considerable damage, in particular in terms of image, reputation, and necessarily impacts NGTV commercially, economically and financially for which he will be responsible and will assume the consequences.

ARTICLE 7 – NGTV’s OBLIGATIONS

NGTV makes its best efforts to allow the User access to the Site 24 hours a day, 7 days a week. However, the User acknowledges and accepts that the Platform may become unavailable in certain cases, in particular due to a case of force majeure, hazard related to computer or technical operation, telecom internet network problems, maintenance operation, etc.

In addition, NGTV reserves the right, for maintenance reasons or any other problem, whether of a technical or other nature, to temporarily suspend access to the Site or any part thereof regardless of the delay.

ARTICLE 8 – COOKIES

NGTV may use cookies, files that allow a web server to store information on a User's computer, in a time-limited and secure manner.

NGTV does not sell, assign or transfer this information to third parties.

Cookies are collected to allow or facilitate the use of the Solution and / or for the needs strictly necessary for the provision of the Solution and the Services requested by the User and / or to obtain information on the navigation of the Users and in particular to allow to reconstitute the course of the Users.

The User is informed that the continuation of his navigation and his use of the Solution constitutes agreement to the deposit of cookies on his terminal.

The User may oppose the registration of cookies, in particular by configuring his internet browser.

The storage period of cookies may not exceed thirteen months, unless otherwise agreed by the User.

ARTICLE 9 – ADVERTISING

The User is informed and accepts that NGTV broadcasts advertising in all its forms, and in particular in the form of a banner, on the Platform as well as on the local consultation interface of the Platform.

The User is informed and accepts that the use of the Platform and the provision to NGTV of his contact details implies for NGTV the right to prospect the User as soon as the latter has given his consent to this prospecting.

The User's consent will, as such, have been collected when accepting these Terms or on the Platform when the latter ticks the box set up for this purpose.

ARTICLE 10 - RESPONSABILITY

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The User is solely responsible for the use he makes of the Platform and any harmful consequences resulting therefrom, in particular with regard to NGTV or its partners.
As such, the User is solely responsible for fraudulent, illicit or abusive use of the Platform.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1 Data

The Website <https://powerleague.ngtvexperience.com/> and all the elements that compose it, whether data, databases, texts, graphic texts, graphics, logos, names, brands, designations, tabs or functionalities are the property of NGTV Experience or are the subject of a grant of rights granted for its benefit.

The Websites and their Content are subject to the provisions of the Intellectual Property Code and as such, are protected against any use not authorized by law, these Terms or by an express written agreement of the company NGTV Experience.

In addition, the Customer is solely responsible, and not NGTV Experience, for the accuracy, quality, legality and reliability of all Customer Data.

11.2 Respect of intellectual property rights

NGTV Experience retains ownership of all intellectual property rights that are used to operate the Site, and more generally all elements reproduced or used on the Site are protected under intellectual property.

Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these Elements, without the prior written consent of NGTV Experience, is strictly prohibited. The fact that NGTV Experience does not initiate proceedings as soon as it becomes aware of these unauthorized uses does not constitute acceptance of said uses and waiver of prosecution.

11.3 Respect for Copyright - Links © (belonging to NGTV Experience or its Partners)

This Site respects copyright, as well as related rights, hereinafter the "copyrights". All copyrights of the protected works reproduced and communicated on this Site are reserved for the whole world. Unless authorized, any use of works other than individual and private reproduction and consultation is prohibited.

11.4 Reproduction

The reproduction (printing) of the pages of this Site on paper is authorized for strictly private and non-commercial use. The reproduction of all or part of this Site on an electronic medium is prohibited.

ARTICLE 12 – PERSONAL DATA

Use of the Data :

The User may record the following Data on the Platform: first name, nickname, sports results from a Session, summary of the User's sports performance and data from the Facebook account.

The User is informed, acknowledges and accepts that the following Data will be accessible on the Platform to all Users: video of the session, sports results from a Session and summary of the User's sports performance.

Acceptance of these GCU implies acceptance by the User of the collection and processing of the aforementioned Data by NGTV on the Platform, and in particular the publication of the images and videos resulting from the Session in which the User has participated.

In accordance with the law "Informatique et Libertés", the processing of the User's Personal Data has been the subject of the necessary declarations to the Commission Nationale de l'Informatique et des Libertés (CNIL).

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These Personal Data are subject to computer processing and are kept by NGTV for a period that does not exceed the time necessary for the purposes for which they are collected and processed.

The Personal Data collected will be used by NGTV to:

- Perform operations for the management of Users and in particular customer files,
- Develop trade statistics,
- Organize contests, lotteries or any promotional operation, excluding online gambling subject to the approval of the Regulatory Authority for Online Gaming;

The User has a permanent right of access and rectification and opposition on all Personal Data concerning him, in accordance with European texts and national laws in force. He may at any time make a request to NGTV to know what Personal Data NGTV has on him and, on request modify these Data, by sending an email to the following address support@ngtvexperience.com.

If the User has accepted it during the installation of the Platform, emails offering news, promotions etc. may be sent to him by NGTV. The User may request to stop receiving emails from NGTV at any time by following the procedure provided for this purpose.

In any case, NGTV only keeps the Data for the operation of the Platform and the provision of the Services. The User's Data is not processed for any purpose other than those referred to in this article.

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ARTICLE 13 – APPLICABLE LAW / LITIGATION

The law applicable to these GCU is French law.

In accordance with Articles L.611-1 et seq. of the Consumer Code, in the event of a dispute, any User may resort to a conventional mediation procedure or any other alternative method of dispute resolution.

The User is also informed of the existence of the European Platform for Online Dispute Resolution (ODR).

Article 14 - MISCELLANEOUS PROVISIONS

The fact that one or the other of the Parties does not avail itself at a given time of one of the provisions of these Terms can never be considered as a waiver on its part of the rights it holds from them.

The User may not assign or transmit in any way whatsoever, even free of charge, all or part of the rights and obligations resulting from the Subscription only after prior written agreement of NGTV.