

General Conditions of Use of the Decathlon paragliding platform

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1. Subject

The company Decathlon Sports Switzerland SA (hereinafter, "Decathlon") publishes a paragliding flight reservation platform accessible on a website on the internet at the address www.decathlonparapente.com or in the form of a mobile application, intended to (i) put in contact people wishing to perform a paragliding flight (hereinafter, "Clients"), with schools that have places available in the short, medium or long term (hereinafter, the "Platform").

These General Conditions of Use have the purpose of regulating access and the terms of use of the Platform and We invite You to familiarise yourself with them. You understand and acknowledge that Decathlon is not party to any agreement, contract or contractual relationship, of whatever nature, agreed between the Clients of this Platform and a paragliding school.

Use of the Platform implies acceptance without reserve of these General Conditions of Use by the User. These conditions may be subject to change. Consequently, it is understood that the applicable conditions are those in force on the Site at the time of its use.

2. Definitions

In this document,

"**Schedule**" refers to the schedule published online by the schools that can be consulted freely;

"**School**" means any paragliding school that has the necessary permissions, as well as instructors who are holders of a formal license;

"**Member**" means any natural person who registers, creates an account and accesses the Platform to book a flight;

"**Decathlon**" has the meaning given to it in Article 1 above;

"**GCU**" refers to these General Conditions of Use;

"**Account**" means the account that must be created to be able to access the Platform and book a flight;

"**Reservation Confirmation**" has the meaning given to it in Article 4.2.1 below;

"Member Content" has the meaning given to it in Article 11.2 below;

"Service Fee" has the meaning given to it in Article 5.2 below, applicable as of 1st September 2019;

"Passenger" means the Member who has accepted the flight offer for him/herself or, where applicable, the person for whom a Member has reserved a place;

"Price" means the sum of money, all taxes included, requested by the School and agreed by the Passenger to perform the flight, applicable as of 1st September 2019;

"Place" refers to the place reserved by a Passenger for a flight;

"Platform" has the meaning given to it in Article 1 above;

"Reservation" has the meaning given to it in Article 4.2.1 below;

"Services" refers to the whole of the services delivered by Decathlon by means of the Platform;

"Site" refers to the internet site accessible at the address www.decathlonparapente.com.

3. Registration on the Platform and Account creation

3.1. Conditions of registration on the Platform

The use of the Platform is reserved for natural persons aged 18 years or over. Any registration on the Platform by a minor is strictly prohibited. By accessing, using or registering on the Platform, You declare and warrant that You are 18 years or over.

3.2. Account creation

The Platform allows Schools to put their Schedule online so that the latter can be consulted freely by Members. You can consult the Schools' Schedule even if You are not registered on the Platform. However, You cannot book a Place without having previously created an Account and become a Member.

To create Your Account, You must fill in all the mandatory fields on the registration form.

To register on the Platform, You must have read and accepted these GCU.

At the time of Account creation, You agree to provide accurate personal information that reflects reality and to keep it updated, through Your profile, to ensure its relevance and accuracy throughout Your contractual relationship with Decathlon.

You agree to keep Your password secret and not to communicate it to anyone. In the event of loss or disclosure of Your password, You agree to inform Decathlon without delay. You are solely responsible for the use made of Your Account by a third party, as long as You have not expressly notified Decathlon of the loss, fraudulent use by a third party or disclosure of Your password to a third party.

You agree not to create or use, under Your own identity or that of a third party, other Accounts than that initially created.

3.3. Verification

Decathlon may, for the purposes of transparency, improvement of trust, or the prevention or detection of fraud, put in place a verification system for some of the information that You provide on Your profile. This is particularly the case when You fill in Your telephone number.

4. Use of Services

4.1. Consultation of the Schedule

As a Member, You can freely consult the Schedule published online on the Platform.

While consulting the Schedule, You may specify the date, time and location of where You want to perform Your flight.

4.2. Reserving a Place

Decathlon has implemented an online reservation system for Places (hereinafter "**Reservation**").

The method of reserving a Place depends on the availability of the partner Schools.

When a Member wishes to reserve a flight, he may make a reservation request online. This Reservation request is accepted manually by the School. At the time of Reservation, the Member proceeds with the online payment of the associated Price. After payment verification and validation of the Reservation request by the Platform, the Member receives a confirmation of the reservation (hereinafter "**Reservation Confirmation**"). From the time of the Reservation Confirmation, the Platform sends You their telephone contact details.

Any use of Services, either as a Member or Passenger, is nominative. The Member, as for the Passenger, must correspond to the identity communicated to Decathlon.

However, Decathlon allows its Members to book one or more Places on behalf of a third party. In this case, You agree to indicate accurately on the Platform, at the time of the Reservation, the surname, first name, age, weight and telephone number of the person for whom You are reserving a Place. It is strictly forbidden to book a Place for a minor without a signed parental agreement.

4.3. Rating system

4.3.1. Operation

Decathlon encourages You to leave a rating for a School or the equipment with which You flew, with a rating in the form of stars.

4.3.2. Moderation

You acknowledge and agree that Decathlon reserves the right not to publish or to remove any rating, any question, any comment or response that is deemed contrary to these GCU.

5. Financial conditions

It is free to access and enrol on the Platform, as well as to search and consult Schedules. However, Reservation is by payment within the conditions described below.

5.1. Price

The Price of the flight is determined by the School, and under its sole responsibility.

5.2. Service Fees

Decathlon may charge, in consideration of the use of the Platform, service charges to its Members (hereinafter "**Service Fees**"). The Members will be informed before the application of any Service Fees, as applicable.

The Service Fees allow Us to operate Our Platform, ensure the presence of Our customer services team or even continue to improve the Platform to offer You greater satisfaction and to respond better to Your needs.

The Service Fee amount for a first-time flight is between 0 and 25% (with a minimum of CHF 1.00) of the price of the service and is calculated as a function of various factors.

The procedures for the calculation of the Service Fees in force are provided for informational purposes only and have no contractual value. Decathlon reserves the right to amend the Service Fee calculation method at any time. These amendments

will not have any effect on the Service Fees accepted by Members before the effective date of these changes.

5.3. Rounding

You acknowledge and agree that Decathlon may, at its sole discretion, round the Service Fee to a lower or higher figure.

5.4. Payment methods

5.4.1. Payment mandate

By using the Platform as a Member, You entrust to Decathlon a mandate for the payment of the amount of the Price and Service Fees, in Your name and for Your Account.

Consequently, in the course of a Reservation, Decathlon takes payment for the total amount paid by the Member (Service Fees and Price).

The total amount of the Price and Service Fees received by Decathlon are deposited into a dedicated account for the payment of the School.

You acknowledge and agree that none of the amounts collected by Decathlon in the name and on behalf of the School does not imply the right to interest. You agree to respond with diligence to any request from Decathlon and more generally of any competent administrative or judicial authority, in particular for matters of prevention or the fight against money laundering. In particular, You agree to provide, on simple request, any proof of address and/or of meaningful identity.

In the absence of a response on Your part to these requests, Decathlon may take any measure which it deems appropriate, including the freezing of sums paid and/or the suspension of Your Account and/or the termination of these GCU.

5.4.2. Payment of the Price to the School

Following the flight, Passengers have a period of 24 hours to submit a claim to Decathlon. In the absence of any challenge on their part in this period, Decathlon considers the confirmation of the flight as received.

At the end of the applicable limitation period of 5 years, any amount not claimed from Decathlon will be deemed to belong to Decathlon.

6. Cancellation policy

6.1. Refund arrangements in the event of cancellation

Decathlon offers no guarantee in the event of cancellation, of whatever nature and for any reason whatsoever.

Notwithstanding the foregoing, the cancellation of a flight by a School or by the Member after the Reservation Confirmation is subject to the stipulations below:

- When cancellation is attributable to the School:

- The Member is reimbursed for the full amount paid (i.e. the Price and the associated Service Fees).

The School reserves the right to cancel or postpone a flight at the last moment if conditions do not allow the service reserved by the Client to take place under the conditions of maximum safety, including adverse weather, equipment not suitable for the Passenger, etc.

Postponement of the Service: If the Service cannot be honoured by the School (see conditions above), the latter may propose a postponement of the Service to a later date. If the proposed date is not appropriate, a refund will be made.

- When cancellation is attributable to the Member:

- If the Member cancels more than 24 hours before the scheduled departure time such as that mentioned in the Reservation Confirmation, the Member is reimbursed for the total Price. The Service Fee remains with Decathlon and the School receives no sum of any kind;
- If the Member cancels less than 24 hours or 24 hours before the scheduled departure time, such as that mentioned in the Reservation Confirmation, the latter is reimbursed half of the Price paid at the time of Reservation, Service Fees remain with Decathlon and the School receives 50% of the Price;
- If the Member cancels after the scheduled departure time, as stated in the Reservation Confirmation, or if the Member is not present at the meeting place within a period of 15 minutes after the agreed time at the latest, no refund is made. The School is compensated for the full amount of the Price and Service Fees are retained by Decathlon.

Decathlon assesses at its sole discretion, based on the elements at its disposal, the legitimacy of claims that it receives.

7. Behaviour of Platform users and Members

7.1. Commitment of all Platform users

You acknowledge and agree to be solely responsible for the respect of all laws, regulations and obligations applicable to Your use of the Platform.

In addition, by using the Platform, You agree:

- (i) not to use the Platform for professional, commercial or profitable purposes;
- (ii) not to transmit to Decathlon (especially when creating or updating Your Account) or to Schools any false, misleading, deceptive or fraudulent information;
- (iii) to make no comment, engage in behaviour or publish on the Platform any content that is defamatory, insulting, obscene, pornographic, vulgar, offensive, aggressive, improper, violent, threatening, harassing, racist, xenophobic; that has a sexual connotation; that incites hatred, violence, or discrimination; that encourages illegal activities or the use of illegal substances; or, more generally, is contrary to the aims of the Platform, of such a nature as to infringe the rights of Decathlon or of a third party or contrary to accepted principles of morality;
- (iv) not to infringe on the rights and the image of Decathlon, including its intellectual property rights;
- (v) not to open more than one Account on the Platform and not to open an Account in the name of a third party;
- (vi) not to attempt to circumvent the online reservation system on the Platform, particularly in attempting to communicate Your contact information to another Member in order to make the reservation outside of the Platform and not to pay the Service Costs;
- (vii) not to contact the School, including through the Platform, for any purpose other than that of performing a paragliding flight;
- (viii) not to accept or make a payment outside of the Platform;
- (ix) to comply with these GCU.

8. Suspension of Accounts, limitation of access and termination

You have the right to end Your contractual relationship with Decathlon at any time, without charge and without reason. To do this, You need only make an express request to Parapente@decathlon.com.

In the case of (i) the violation on Your part of these GCU, including Your obligations as a Member referred to in Articles 6 and 8 above, and (ii) if Decathlon has serious reasons to believe that this is necessary to protect its security and integrity, those of its Members or of third parties or for the purposes of the prevention of fraud or of investigations, Decathlon reserves the right to:

- (i) terminate immediately and without notice, these GCU; and/or
- (ii) prevent the publication or delete any rating, announcement, messages, content, reservation request, or any content posted by You on the Platform; and/or
- (iii) limit Your access to and use of the Platform; and/or
- (iv) temporarily or permanently suspend Your Account.

When this is necessary, You will be notified of the implementation of such a measure in order to allow You to give Your explanations to Decathlon. Decathlon will decide, at its sole discretion, whether to lift the measures put in place or not.

9. Personal data

When You use the Platform, Decathlon may collect and process some of Your personal data. By using the Platform and registering as a Member, You acknowledge and agree to the processing of Your personal data by Decathlon in accordance with the applicable law (see Privacy Policy).

10. Adventure sport, safety, risk and insurance

By using the Platform to make an appointment for a flight, You confirm that You have the physical fitness and health necessary to participate in the activity concerned and that You understand and accept the associated risks (or You have informed the School of Your physical fitness and Your health, which the School has accepted). You agree not to participate in the activity if the weather conditions or other conditions or Your own physical condition or the state of Your health prevents it.

Personal insurance against personal injury is strongly recommended for the practice of any sport or leisure activity (which, in the sense defined above, may include the use of equipment) involving a risk of bodily injury. The availability of such insurance depends on the activity. You are solely responsible for any damage caused to the equipment beyond normal wear and to any person, including any participant, or any property.

Decathlon may not in any case be held responsible in the event of accident, injury, or other event occurring during the activity, service, equipment, or course booked through Our Platform.

As regards the equipment, You agree to comply with all instructions and conditions of the School and to return the equipment on time and without damage, beyond normal wear. You accept full responsibility for any damage caused to the equipment and the apparatus during its use, as well as any damage or harm caused to third parties by You.

Personal belongings: You understand and agree that We and the School assume no liability for the loss, theft or damage to Your property during the activity concerned. These personal belongings are taken at Your own risk.

11. Intellectual property

11.1. Content published by Decathlon

Subject to the content provided by its Members, Decathlon is the sole owner of all the intellectual property rights relating to the Service, Platform and its content (including text, images, drawings, logos, videos, sounds, data, graphics) as well as the software and databases ensuring their operation.

Decathlon grants You a non-exclusive, personal and non-transferable license to use the Platform and Services for Your personal and private use, on a non-commercial basis and in accordance with the aims of the Platform and Services.

You are prohibited from any other use or exploitation of the Platform and Services, and their content without prior written permission from Decathlon. In particular, You agree not to:

- (i) reproduce, modify, adapt, distribute, publicly represent, disseminate the Platform, Services and their content, with the exception of what is expressly authorised by Decathlon;
- (ii) decompile, carry out reverse engineering of the Platform or Services, subject to the exceptions provided by the legislation in force;
- (iii) extract or attempt to extract (including the use of data extraction robots or any other similar data collection tool) a substantial part of the data from the Platform.

11.2. Content published by You on the Platform

To enable the provision of Services and in accordance with the purpose of the Platform, You concede to Decathlon a non-exclusive license for the use of content and data that You provide in the course of Your use of the Services (hereinafter, Your "**Member Content**"). To enable Decathlon to disseminate via digital network and by any communication protocol, (including the internet and mobile network), as well as to provide Platform content to the public, You authorise Decathlon, worldwide and for the duration of Your contractual relationship with Decathlon, to reproduce, represent, adapt and translate Your Member Content in the following way:

- (i) You authorise Decathlon to reproduce all or part of Your Member Content on any digital recording media, currently known or unknown, and in particular on any server, hard drive, memory card, or any other equivalent media in any format and by any process currently known and unknown, to the extent necessary to any storage, backup, transmission or downloading operation linked to the operation of the Platform and to the provision of the Service;
- (ii) You authorise Decathlon to adapt and translate Your Member Content, as well as to reproduce these adaptations on any digital media, present or future, stipulated in (i) above, in order to provide the Services, in particular in different languages. This right includes the faculty to make, in respect of Your moral right, changes to the formatting of Your Member Content for the purposes of conforming to the Platform's graphic charter and/or making it technically compatible with a view to its publication via the Platform.

12. Decathlon's Role

The Platform is an online contact platform where Members can access the paragliding Schools' Schedules in order to reserve a flight and comment on the flight services.

By using the Platform and by accepting these GCU, You acknowledge that Decathlon is not party to any agreement concluded between You and the Schools.

Decathlon has no control over the behaviour of Schools, Members and Passengers.

You acknowledge and agree that Decathlon does not control the validity, nor the veracity of the proposed time slots. In its role of intermediary, Decathlon provides no service and is limited to facilitating access to the Platform and contact with the Schools.

For purposes of the flight, the Schools, Passengers and/or Members act under their sole and entire responsibility.

In its role of intermediary, Decathlon does not assume any liability for the effective conduct of a Service, and in particular:

- (i) for erroneous information communicated by the Member or the School, as regards the date or time and the terms and conditions of the flight;
- (ii) for the cancellation or modification of a Service by a Member or a School;
- (iii) for the behaviour of its Members before, during, or after the flight.

13. Operation, availability and functionality of the Platform

Decathlon will endeavour, as far as possible, to maintain access to the Platform 7 days a week and 24 hours a day. Nevertheless, access to the Platform may be temporarily suspended, without notice, due to technical maintenance operations, migration, updates, or faults or constraints related to network operations.

In addition, Decathlon reserves the right to modify or discontinue, at its sole discretion, temporarily or permanently, all or part of the access to the Platform or its features.

14. GCU modification

These GCU express the entirety of the agreement between You and Decathlon relating to Your use of the Services. Any other document, including any reference on the Platform (FAQ, Blog, etc.), is only for Your information.

Decathlon may be required to modify these General Conditions of Use in order to adapt to its technological and commercial environment and in order to comply with the regulations in force. Any modification of these GCU will be published on the Platform, stating the date of the update and You will be notified by Decathlon before it enters into force.

15. Applicable law – jurisdiction – disputes

These GCU are prepared in French, German, Italian and English and are subject to Swiss law.

In the event of divergence between the French text and the text in a foreign language, the French version is the legally binding version.

In the event of a dispute related to the Platform, You are required, before any court application, to have written to Decathlon first, at the following address, about Your complaint in order to obtain an amicable solution:

Decathlon Sports Switzerland SA
Rue de Lausanne, 20bis
1201 Geneva

In accordance with Article 10 al. 1 let. b of the Code of Civil Procedure of Switzerland, it is expected that the legal venue be located in Geneva.

16. Legal notices

The Platform is published by the company Decathlon Sports Switzerland SA, a public limited company registered with the Trade Register of Geneva under the n° CHE-106.127.042, whose head office is located in the Rue de Lausanne 20bis - 1201 Geneva (email: parapente@decathlon.com), represented by Mr Christian Ollier and Mr Zhen Jin.

The Site is hosted on Google Cloud Platform servers.

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