

GENERAL TERMS AND CONDITIONS OF USE

DECATHLON COACH Service

I. Introduction

These terms and conditions of use are concluded between any User (hereinafter referred to as “the User”) of the Decathlon Coach service and the “Decathlon Coach service” operated by DECATHLON SA with share capital of €10,250,000, situated at 4 Bd de Mons, 59650 Villeneuve d'Ascq (France) and entered in the Lille Trade and Companies Register under number 306138 900.

The “Decathlon Coach service”, hereinafter referred to as the “Service” is comprised of:

- The “Decathlon Coach Application”, which can be downloaded under the name “Decathlon Coach” from the Apple App store and the Google Play Store and which enables the User to benefit from the features described in article III.2. Hereinafter referred to as the “Decathlon Coach Application” or the “Application”.
- The “Decathloncoach.com” website, which is mainly accessible from the URL <http://www.decathloncoach.com> and which enables the User to benefit from the features described in article II.1. Hereinafter referred to as the “Site” or “**decathloncoach.com**”.

The “**Geonaute Account**” (hereinafter “**Geonaute Account**”) describes the system for authentication, collection and protection of sports data set up by DECATHLON S.A. Creation of the “**Geonaute Account**” and use of the ONconnect software are subject to [Special Terms and Conditions of Use](#).

Use of the Service is authorised only for Users who are individuals and for a normal frequency of use. All natural and legal persons are prohibited from using or accessing the Service for professional purposes or in the context of a secondary professional activity.

For the purposes hereof, the term “Use” groups together all the operations carried out by the User as of accessing the Service, including its simple consultation, whatever the access device (in particular, computer, tablet and Smartphone), type of connection (private connection, third-party connection or public Wi-fi) and place of connection (from France or abroad).

Use of the Service implies acceptance without reservation by the User of these general terms and

conditions. These terms and conditions may be subject to amendment. Therefore, it is agreed that the applicable terms and conditions are those in effect for the Service at the time of its use.

II. Use of the Service

ARTICLE 2.1: Features offered by the Service

This Service facilitates monitoring of the User's sports activity, due in particular to the following features:

2.1.1 "Recording of a sports activity" feature

The Decathlon Coach Application enables the User to record his sports sessions using the geo-tracking application on his telephone. When the User has launched the recording, the application records the User's course, distance covered, travel speed, calories burned and variations in altitude. Use of this option requires prior activation of geo-tracking on the User's Terminal.

During the recording, the User gets visual feedback of his sports data due to the report feature and audio feedback due to the "Voice Feedback" feature. The "Voice Feedback" feature enables the User to programme the frequency and content of the audio feature to give sports information programmed by him beforehand.

The map feature displays the User's position on a map as well as the course taken.

2.1.2 "Connection of compatible products" feature

The Decathlon Coach Application enables the User, subject to his prior agreement, to link all compatible products (hereinafter "Compatible equipment") to this Application (such as a GEONAUTE brand cardio frequency meter) to enable transfer of data collected by the said compatible Equipment within his GEONAUTE account. The User is invited to read article 10 on protection of personal data that GEONAUTE may be required to collect.

Other compatible applications enable the User to transfer data collected by "Compatible Equipment" within his GEONAUTE account.

- The ONconnect software for Windows and Mac
- The myGeonaute connect mobile application for iOS and Android

The data collected may be accessible through other DECATHLON S.A. websites, subject to the User's subscription to one of these sites and his explicit consent to access his data in the "**Geonaute Account**".

2.1.3 "Consultation of sports data" features

The Decathlon Coach application and site enable the User to view his sports data in different forms:

- "**History**" feature: reproduction of the User's sports sessions (course, time, distance, speed,

calories burned).

- **The “Session comparison” feature:** enables the User to superimpose two sessions from his history to monitor his progress (only accessible from the Decathloncoach.com site).
- **“Progress” or “Statistics” feature:** reproduction of the User’s sports results in aggregated form by week, month, year and by sports activity. The “Progress” feature also enables the User to see his awards and his personal records in each discipline.

2.1.4 “Sharing, community interactions and data export” features

The Decathlon Coach application and website enable the User to share his sports data with third parties:

- **“Invite friends” feature:** The User can invite other users as friends on “Decathlon Coach”. If another User accepts the invitation, the two users who are friends can see each other’s statistics and sessions.
- **“Social sharing” feature:** this feature enables the User to share his sports sessions or sports challenges on external networks: in particular Facebook, Twitter, Renren, Weibo and Google +, which are considered as third-party sites (these brands are registered and belong to their respective owners). If this feature is used, the User acknowledges that he is leaving the “**decathloncoach.com**” portal and agrees to comply with the terms and conditions of use applicable to the aforementioned external sites.
- **The “Export” feature:** enables the User to download from the Site the data of his sports sessions in the form of an EXCEL™ or GPX file.
- **“Community Challenges” feature:** the User participates, through his sports activity, in achieving “Community Challenges”. Through the use of “**Decathlon Coach**”, the User accepts without restriction that his sporting achievements be counted in the overall challenges. His participation in the challenges will be conveyed in the form of a graph.
- **“General ranking” feature:** the User participates, through his sports activity, in a general ranking. Through the use of “**decathloncoach.com**”, the User accepts without restriction that his sporting achievements be counted in the ranking. His participation in the general ranking will be conveyed in the form of a graph. The User can choose whether or not his first name appears in the ranking or not.

2.1.5 “Training” feature

The “Training” or “Coaching” feature, which is accessible from the Decathlon Coach Site and Application, offers advice, challenges and training plans in accordance with the objectives sought by the User. The advice and training plans are provided by DECATHLON S.A. brands such as KALENJI, NEWFEEL or DOMYOS and designed by sports professionals.

As part of a training plan or advice, the User can ask the Coach a question. The User will receive a reply by email to the email address used to create his "GEONAUTE ACCOUNT". The response time is given for information purposes and cannot incur the liability of "Decathlon Coach".

The "Training" feature is subject to the special terms and conditions of use set out in article II.2.3

2.1.6 Other features

"Routes" feature: The "**decathloncoach.com**" site enables the User to create, upload, change, share or delete geographical routes. The User can import or export a route in GPX standardised format from "**decathloncoach.com**". The User can send a route to compatible Equipment with a navigation system. Sending the route to this compatible equipment requires the use of ONconnect. When the User chooses to share a route, this route becomes public and all other Users can access it.

"Decathlon Coach" enables its Users to publish, under their responsibility, the sports courses they have taken. A User who wishes to publish a sports course must ensure "**Decathlon Coach**" that the said course is safe for Users who may take it. He must also guarantee that the said course does not breach any right of third parties such as a property right. The User is in fact reminded that he must not encourage trespassing on private property.

"Challenges" feature: enables the User to launch sports challenges and to view those he has achieved.

"Submit content" feature: the User can submit any type of content that complies with these terms and conditions of use.

The "ONcoach" feature: enables the User to have access to guided sessions and training plans provided by third-party companies and designed by sports professionals. The "Training" feature is only accessible with the "Geonaute ONcoach" compatible product. The training plans may have to be paid for, with payment being managed by the JIWOK company, partner of DECATHLON S.A. The terms and conditions of use of this feature are described in section IV. below.

The list of features is provided for information purposes only. The Service reserves the right to add or remove features, either temporarily or permanently, without the User's agreement.

ARTICLE II.2: Terms and conditions of use of the Service

2.2.1 The Service is reserved for individuals who are adults, as well as minors who have parental authorisation. In any case, “**Decathlon Coach**” encourages any person who is responsible for a minor to monitor the latter’s use of the Site.

2.2.2 Access to certain features offered by “**Decathlon Coach**” is subject to creation of a “**Geonaute Account**”.

Access and use of the services offered on the Site require the transfer of personal data from the “**Geonaute Account**”. To this end, the User agrees to communicate accurate and complete data to the “**Geonaute Account**”. Otherwise, “**Decathlon Coach**” reserves the right not to confirm, suspend or terminate subscription to the Site. This suspension or termination does not involve the suspension or termination of the “**Geonaute Account**”, which is subject to [Special terms and conditions of use](#).

2.2.3 Through the aforementioned “Training” or “Coaching” feature, accessible from the Site and from the Application, “Decathlon Coach” can offer advice, challenges and training plans in accordance with the objectives sought by the User. However, the training programmes are published online and offered solely by “**Decathlon Coach**” to Users able to practice a physical or sports activity, which the User recognises and expressly accepts. For this purpose, it is incumbent upon the User to check beforehand with his general practitioner that no medical contraindication prevents him from following the advice published online on the Site.

The User acknowledges the risks involved in the sports activity and the need to consult a doctor before any sports activity.

By no means can Decathlon SA be held liable for direct or indirect damage caused during or after the practice of these exercises.

2.2.4 Use of “**Decathlon Coach**” assumes compliance with these terms and conditions, as well as those of third-party sites and applications offering additional features on “**Decathlon Coach**”, in particular Withings™ and Kinomap™. Therefore, the User agrees to read and comply with the terms and conditions of use of any third-party site to which he may be referred or which he may use through the intermediary of “**Decathlon Coach**”.

“**Decathlon Coach**” draws the attention of Users of the Site to the fact that use of these additional features may require the creation of an account on these third-party sites. The User releases “**Decathlon**

Coach” from any liability as to use of these sites.

“**Decathlon Coach**” declares not to hold any intellectual property right to these sites.

ARTICLE II.3: Submitting Content to the Service

2.3.1 With the aim of encouraging interaction between Users, “**DECATHLON COACH**” may offer them various services and modules enabling content to be submitted to its Service (in particular user opinions on certain features of the Service). For the purposes hereof, “Content” is defined as any information submitted by the User to the Service, such as text, comments, images, photos, videos, or any type of file, whatever the content or form.

2.3.2 Use of the Site’s services is only possible after having created a “**Geonaute Account**”. The User is responsible for anything that may occur during a session opened with his name and user account.

The User agrees to inform the Site immediately if there is reason to believe that his pseudonym or email address is, or may be known by a person not authorised to use it.

“**decathloncoach.com**” declines all liability in the event of use of a User’s personal data by an unauthorised third party.

2.3.3 The Site can only be used for personal and non-commercial purposes. The User can by no means communicate commercial information or carry out any trading on the Site, in any form whatsoever and in any way whatsoever.

ARTICLE II.4: Conduct when using the Service

The User must not:

- Commit any wrongdoing;
- Extract or collect personal data of Users of the Service by any means;
- Extract, record or use, for purposes other than display while browsing the Site/Application, the content of third parties subject to intellectual property rights, relating to privacy, personal data or image rights;
- Store, circulate or publish any content that is illegal, abusive, menacing, racist, incites hatred, is revisionist or contrary to public order, violates the privacy or private rights of third parties, in particular the image rights of people and property, intellectual property rights or the right to privacy.
- Store, circulate or publish any information that discloses, directly or indirectly, his political, philosophical or religious opinions, his trade union membership, his state of health or his sexual

- orientation;
- Submit content on behalf of a third party;
- Usurp the identity of a third party and/or publish any personal information of a third party;
- Store, circulate or publish any content that may be detrimental, directly or indirectly, to the interests of DECATHLON S.A..

In general, the User agrees to abstain from any conduct contrary to sports ethics or the values and interests of DECATHLON S.A..

ARTICLE III.1. Conditions of downloading the Decathlon Coach Application

3.1.1 This application can be exclusively downloaded from the Google Play Store™ and the Apple Store™ (hereinafter “third-party Sites”). The mobile terminals (hereinafter “Terminal”) operating systems supporting this application are listed on the third-party Sites.

3.1.2 Downloading this Application assumes not only compliance with these terms and conditions, but also with the terms and conditions of use of the said third-party Sites that may enable the Application to be downloaded and/or be of use throughout its operation, in particular the GOOGLE MAPS™ application.

To do this, the User acknowledges that he may use the Application in compliance with the contractual terms and conditions of the third-party Sites to which he may be referred throughout the downloading or operation of the said Applications. On this account, the User agrees to read and comply with the terms and conditions of use of any third-party Site to which he may be referred or use through the Intermediary of the Application, in particular the terms and conditions of use of Google Maps™.

DECATHLON COACH draws the attention of Users to the fact that its download may require membership to and creation of an account on the third-party Sites, before any downloading of the Applications. Users release DECATHLON COACH from all liability as to the terms and conditions of use of third-party sites and applications, and in particular compliance with them, which is their own responsibility. DECATHLON COACH declares not to hold any intellectual property right to the said third-party Sites and applications that may prove to be necessary for use of this application.

3.1.3 In order to fully use the features of this Application, the User is invited to consent to being geographically located by his SMARTPHONE™ terminal.

1.4 This application is available in several languages: French, English, Spanish, Italian, Portuguese, Hungarian, Dutch, German and simplified Chinese. In the event that the Smartphone's language is not supported by the application, English is defined as the default language. The User may at any time change the language of the application without changing that of the Smartphone.

IV. Intellectual property

4.1 All of the Content (in particular text, comments, files, images, photos, videos, works, etc.), that may be

subject to property or intellectual property rights, image rights or other personal rights remains the property of the User, subject to limited rights granted by the licence defined below to DECATHLON S.A. or for the Application, on a case by case basis, other special terms and conditions previously accepted for specific services that may be available on the sites of DECATHLON S.A.. Users are free to publish such Content on the Site and accept that this Content becomes public and freely accessible on the Internet. They acknowledge and guarantee that they hold all of the rights and authorisations required for such publication on the Site, particularly under the legislation in effect and the rights with regard to privacy, property, intellectual property, image, contracts or of any other nature. By such publication on the Site, Users are aware of incurring their liability as publisher of the Content pursuant to the law, and grant for the said Content, for the entire term of publication, to DECATHLON S.A., a non-exclusive, free and world-wide licence, including the rights of reproduction, representation, uploading, display, execution, transfer, storage, as well as sub-licensing, in particular to its subsidiaries, technical partners and other Users of the Site.

Users also authorise their name to be associated with the Content and accept that this association will not always occur.

By its publication, Users authorise Content to become automatically accessible on the internet, in particular on other sites and/or blogs and/or web pages of DECATHLON S.A., including in particular the social network pages of DECATHLON S.A. or Users of the DECATHLON S.A. sites that may be able to share certain content. Users can request DECATHLON S.A. to cease their publication under the terms provided for in article 8 hereof.

4.2 Restriction: the sports data of the User collected and accessible through the “**Geonaute Account**” do not form part of the aforementioned “Content”. Therefore, these data remain private and only accessible by the User, as long as the latter does not share them voluntarily on the Site or on public networks.

V. Liability

5.1 Liability of “DECATHLON COACH”

5.1.1 “DECATHLON COACH” does its utmost to ensure that the Site and Application are reliable. If however you note errors or omissions on the Site or Application, please inform us at the following address: **DECATHLON COACH – 4 Boulevard de Mons 59650 Villeneuve d’Ascq (France) or by email to support@geonaute.com**

5.1.2 The User consults and uses the Site and Application under his own responsibility. The Site and Application may host links to third-party sites. By clicking on these links, the User acknowledges that

“**DECATHLON COACH**” cannot guarantee the content of them, and therefore accepts that he accesses them at its own risk. Therefore, “**DECATHLON COACH**” cannot be held liable for damage that may result from access and/or use of the Site and the information that it contains. Furthermore, the User is informed that “**DECATHLON COACH**” may be required to momentarily interrupt access to the Site/Application for technical reasons, in particular for maintenance reasons. The User accepts these interruptions and waives any claim in this respect.

Use of the Site/Application by the User implies knowledge and acceptance of the characteristics and limits of the technologies inherent to the Internet, in particular with regard to the response time to consult or query the server hosting the Site/Application, technical performances, risks of interruption and, more generally, any risk incurred during data transfer.

Therefore, “**DECATHLON COACH**” and, more generally, DECATHLON S.A. can by no means be held liable, without this list being exhaustive:

- For any information consulted on the Site, which has not been put online by “**DECATHLON COACH**”
- For any malfunction of the network preventing smooth operation of the Site/Application
- Loss of any data
- Malfunction of any software
- The consequences of any computer virus, bug, anomaly or fault
- Any damage caused to the User’s computer

5.1.3 With regard to submitting content by the User, the “**DECATHLON COACH**” activity is limited to putting Users in contact and to hosting the content published by the latter. In its capacity as host, pursuant to article 6.1.2 of the amended Law on trust in the digital economy of 21 June 2004, the liability of “**DECATHLON COACH**” cannot be incurred due to the activities or content stored on its Site. The liability of “**DECATHLON COACH**” is limited to that provided for in articles 6.1.2. *et seq.* of the aforementioned law. **DECATHLON COACH** can therefore delete all unlawful or clearly unlawful content without prior warning or notice, pursuant to the provisions of article 6.1.3 of the said law.

Therefore, in principle, “**DECATHLON COACH**” is not obligated to check the quality, security, veracity or legality of the Content submitted by Users.

5.2 Liability of the User

5.2.1 By using the Site, the User agrees to release DECATHLON S.A. from any liability and to hold it harmless against any damage, and direct or indirect costs, arising from:

- Any claim from a third party concerning any content submitted on its behalf, in particular for breach of rights to the content published by the User on the Site or press offences in relation to information sent to or published on the Site;
- Any activity relating to participation on the Site contrary to these general terms and conditions, including with intent to deceive;
- Breach of these terms and conditions of use of the Site.

5.2.2 “DECATHLON COACH” is anxious to make its Users aware of the issues with regard to publication of Content, such as shots or other photos of Users, as well as sharing sports data.

“DECATHLON COACH” draws the attention of its Users to the need to publish or share photographs, images or videos that respect and are in compliance with sports ethics and the values of DECATHLON S.A.. Any non-compliant Content will be systematically removed from the Site.

VI. Personal data protection

6.1 Pursuant to the amended data protection act of 6 January 1978, the data collected on this Site are subject to processing by Decathlon SA. You have a right to access, correct and object to data concerning you on simple written request (attach a copy of an identity document) to:

Decathlon International DECATHLON COACH Service – 4 Boulevard de Mons 59650 Villeneuve d’Ascq (France) or by email to geonaute-support@decathlon.com

6.2 The information collected is exclusively intended for DECATHLON SA and other Companies of the DECATHLON group with a view to enabling the User to use the Decathlon Coach Service defined in these general terms and conditions. The User can consult the Personal data protection policy of “decathloncoach.com”.

VII. Deletion of content submitted by Users

7.1 “**DECATHLON COACH**” can terminate any registration and/or delete any profile and/or any content and/or any information published on the Site and/or prohibit Use and/or access to the Site, from when it becomes aware of non-compliance by the User of these general terms and conditions of use or for technical reasons. This modification or deletion may be carried out without prior notice or warning, at any time and at the entire discretion of “**DECATHLON COACH**”.

Via the “Report abuse” procedure, each User can inform the Site, by attaching all of the information required to process his request, that Content is presumed to be published in breach of these general terms and conditions of use.

7.2 The User also has the option to delete Content submitted to the Site, including his own sports data protected by “**Geonaute Account**”. To do this, he has the necessary features directly on the Site.

If the User finds it impossible to delete his Content, he must make a request to have the Content removed by email to the following address: support@geonaute.com

This request must be accompanied by information enabling identification of the said content: last name, first name, email address, title and date of the content.

Any well-founded and legitimate request will be processed as soon as possible by “**DECATHLON COACH**” without the latter being able to guarantee that it can immediately prevent access to the content.

The User acknowledges that “**DECATHLON COACH**” cannot be held liable in any way on this account, in particular due to the time required to process its request, technical constraint or practical impossibility to respond immediately in the event that the Content has been taken over by third parties.

VIII. Entirety

If one or more stipulations of the general terms and conditions of use are declared null or void by application of a law or regulation or further to a final legal or administrative decision, the other stipulations will retain their weight and their scope. “**DECATHLON COACH**” will do its utmost to replace the said stipulation as soon as possible with a valid stipulation, the scope of which comes as close as possible to

the spirit hereof.

The fact that one of the parties has not demanded application of any clause of these terms and conditions, either permanently or temporarily, can by no means be considered as a waiver of the said clause.

IX. Applicable law

These general terms and conditions of use are governed by French law unless there is a more favourable provision applicable in the user's country of residence.

In the event of dispute that cannot be resolved amicably, the competent court will be that of the defendant's place of residence. However, if the case is instigated by the User, he has the option of bringing the case before the court of his place of residence.