



Terms of Use

Decathlon Coach

Updated 01/09/21

I. Preamble

These terms of use are agreed between any User (hereafter referred to as “User”) of the Decathlon Coach service and the “Decathlon Coach service” operated by the company DECATHLON SE with a capital of 10,450,000 €, located at 4 Boulevard de Mons, 59650 Villeneuve d'Ascq (France) and listed under the number 306 138 900 at the Lille Trade and Company Register, in France.

The “Decathlon Coach service”, hereafter referred to as the “Service”, is made up of:

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

The Decathlon account (Hereafter the “**Decathlon** account”) refers to the system of authentication, collection and protection of sports data set up by DECATHLON S.E. Creation of the “**Decathlon** account” is subject to Special Terms of Use.



The use of the Service is restricted only to Users as private individuals who use it at a typical frequency. Misusing or misapplying access to the Service is strictly forbidden for any natural or legal person using the Service for professional purposes or as part of an ancillary professional activity.

For these terms of use, the term “Use” combines all operations performed by the User when accessing the Service, which includes simply consulting it whatever the device it is accessed from

(especially, computer, tablet and Smartphone), the type of connection (private connection, third party connection or public Wi-fi) and connection location (from France or abroad).

Use of the Service implies the User unreservedly accepts these terms of use. These terms of use may be subject to changes. It is therefore understood that the applicable terms of use are those in effect at the time the Service is used.

II. Use of Service

ARTICLE 2.1: Features provided by the Service

This Service makes it easy for a User to monitor a sports activity thanks, in particular, to the following features:

2.1.1 “Recording a sports activity” feature

The Decathlon Coach application allows a User to record their sports sessions thanks to the User's phone geolocation features. When the user starts recording the



session, the app saves the users' route, distance covered, travel speed, calories burned and changes in altitude. The requirement for this function to operate is that geolocation is activated beforehand on the User's device.

When saving, the User gets a visual feedback of their sports performance data thanks to the dashboard Function and audio feedback thanks to the “Voice Feedback” function. The “voice feedback” feature allows the User to programme the frequency and content of this audio function, providing sports information recorded beforehand by them.

The map Feature displays the User's position, as well as the route taken with the help of a map.

2.1.2 “Connection with compatible products” feature

The Decathlon Coach application allows the User, subject to their prior consent, to connect all compatible products (hereafter referred to as “Compatible equipment”) with this Application (such as a Decathlon branded heart rate monitor) allowing the transmission of data collected by said Compatible equipment within their Decathlon account. The User is invited to read article 10 inherent to the protection of personal data that Decathlon may collect. Other compatible applications allow the User to transmit data collected by the “Compatible equipment” within the Decathlon account.

- The ONconnect software for Windows and Mac
- The Decathlon Connect mobile application for iOS and Android
- The hub.decathlon.com website

The data collected may be accessible through other

DECATHLON S.E. internet websites, subject to the user signing up to one of these sites and giving explicit consent to use their data from the “**Decathlon**” account.

2.1.3 - “View sports data” features

The Decathlon Coach application and site allow the user to view their sports performance data in different formats:

- **“History” feature:** reports a User's sports sessions (route, time, distance, speed, calories burned).



- **“Session comparison” feature:** allows the User to superimpose 2 sessions from their history to monitor their progress.
- **“Progress” or “Statistics” feature:** reports an aggregate by week, month, year and by sports activity. The “Progress” function also lets the User view their awards and personal bests in each sport.

2.1.4 “Sharing, community interaction and data export” features

The Decathlon Coach application and site allow a User to share their sports data with third parties:

- **“Invite friends” feature:** The User can invite other users as friends to “Decathlon Coach”. If another User accepts the invitation, the 2 friends users see each other's statistics and sessions.
- **“Social sharing” feature:** this feature allows a User to share their sports sessions or their sports challenges on the external networks: especially Facebook, Twitter, Renren, Weibo and Instagram, considered as third party sites (these brands are patented and owned by their respective proprietors). When using these features, the User acknowledges they are leaving the **DecathlonCoach** digital portal and agrees to comply with the terms of use applicable on the aforementioned external sites.
- **The “Export” feature:** allows the User to download the data from their sports sessions in an EXCEL™ or GPX format.
- **“Community Challenges” feature:** the User takes part, through their sports activity, in achieving “Community challenges”. By using the **Decathlon Coach**, the User unreservedly accepts their sports performances are counted in overall challenges. Their participation in challenges will be notified in the form of a graph.



- **“General classification” feature:** the User takes part, through their sports activity, to a general classification. By using the **DecathlonCoach**, the User unconditionally accepts their sports performances are counted in the classification. Their participation in the general classification will be notified in the form of a graph. The user can choose to have their name displayed or not in the classification.

2.1.5 “Training” feature

The “Training” or “Coaching” function, accessible from “The Site” and the “Application”, “Decathlon Coach” offers coaching advice, challenges, training plans based on a User’s targeted goals. The advice and training plans are supplied by DECATHLON S.E. brands such as KALENJI, NEWFEEL or DOMYOS and conceived by sports professionals.

As part of the training plan or coaching advice, the User can ask the Coach a question. The User gets a response by e-mail at the e-mail address used to create their “Decathlon account”. The response time is provided for information purposes and is not binding on “Decathlon Coach”.

The “Training” functionality is subject to specific terms of use as set out in article II.2.3

2.1.6 Other features

“Challenges” feature: allows a User to launch a sports challenge and consult those they have succeeded.



“Submit content” function: the User can submit all types of content that comply with these terms of use.

We provide this list of features for information purposes only. The Service reserves the right to add or remove features, whether temporarily or permanently, without the agreement of the User.

ARTICLE II.2 : Terms of use of Service

2.2.1 The Service is reserved for adults who are private individuals and minors with parental authorisation. In any event, **“Decathlon Coach”** encourages any person who is responsible for a minor to check the latter's usage of the Site.

2.2.2 Access to certain features on offer by **“Decathlon Coach”** is subject to the creation of a **“Decathlon”** Account.

Access to and use of services on offer on the Site make the transmission of personal data from the **“Decathlon account”** a requirement. For this purpose, the user agrees to provide complete and detailed data in the **“Decathlon account”**. Otherwise, **“Decathlon Coach”** reserves the right not to confirm, suspend or terminate sign-up to the Site. This suspension or termination does not lead to the suspension or termination of the **“Decathlon account”**, which is subject to Specific general terms of use.

2.2.3 Through the previously mentioned “Training” or “Coaching” feature, accessible from the Site and the Application, “Decathlon Coach” can offer coaching advice, challenges and training plans according to the User's targeted goals. However, the



training programmes are only published and offered by “**Decathlon Coach**” to Users capable of doing a physical and sports activity, which the User acknowledges and expressly accepts. For this purpose, it is incumbent on the User to check with their regular doctor beforehand that there is no medical reason preventing them from taking coaching advice published online on the Site.

The User acknowledges the risks the sports activity entails and the requirement to consult a doctor before doing any sports activity.

In no event can Decathlon SE be held responsible for the direct or indirect harm that may occur during or after doing these exercises.

2.2.4 By using Decathlon coach, you accept that Decathlon may deduce elements related to your sports activity to share with you elements better suited to doing your sport.

2.2.5 You own the information, data, text, pictures, graphs, messages or any other material that you publish through your use of Decathlon Coach. You grant Decathlon Coach a worldwide, non-exclusive, transferable license, which is sublicensable, royalty-free to use, reproduce, change, adapt, publish, translate, create derivative works, distribute, circulate, publicly display any content and name, username or profile picture, which you post on or in relation with the Services in all media formats and channels currently known or developed at a later stage, without any payment of a fee to you. This license expires when you delete your Content or your account, different features of the application and your sports activity.



2.2.6 The use of “**Decathlon Coach**” implies compliance with terms of use, as well as those of the third party sites and applications offering additional functionalities on “**Decathlon Coach**”, in particular, Withings™ and Kinomap™. Moreover, the User undertakes to read carefully and comply with terms of use of all third party sites, which they could be sent to or use through “**Decathlon Coach**”.

“**Decathlon Coach**” draws the Site's Users attention to the fact that usage of these additional features may require you to create an account on these third party sites. The User holds “**Decathlon Coach**” harmless of any liability as to the use of these sites.

“**Decathlon Coach**” claims to have no intellectual property rights on these sites.

ARTICLE II.3: Submitting content to the Service

2.3.1 To encourage interactions between Users, “**DECATHLON COACH**” may provide them with different services and modules, which allows them to submit content to its Service (especially user reviews about some of the Service's functionalities). For the purposes of these Terms of Use, “Content” is defined as any element submitted by the User on the Service, such as text, comments, images, photos, videos, or any type of file regardless of its content or form.

2.3.2 Use of the Site's services is only possible after having created a “**Decathlon**” account.

The User is responsible for everything that may happen during a session open with their name and user account.

The User undertakes to immediately notify the Site in the event they have reason to believe that their user name or email address is or may be known by an unauthorised



person. “**decathloncoach.com**” declines all responsibility for the unauthorised use of a User's personal data by a third party.

2.3.3 The Site may only be used for private and non-commercial purposes. Under no circumstances may the User communicate commercial information or carry out any commercial activity on the Site, in any form or under any name whatsoever.

ARTICLE II.4: Conduct when using the Service

The User is prohibited from:

- Committing any unlawful act;
- Extract or collect personal data from Users of the Service by any means;
 - Extract, record or use data for purposes other than solely displaying them while navigating the Site/Application, the contents of third parties subject to intellectual property rights, relating to privacy, personal data or image rights;
- Store, share or publish any content that is illegal, harmful, abusive, racist, inciting hatred, revisionist, contrary to common decency, infringes privacy or a third party's proprietary claims, in particular, the right to protect a person or product's image, intellectual property rights or the right to respect privacy.
- Store, share or publish any information that directly or indirectly discloses their political, philosophical or religious opinions, trade union membership, health status or sexual orientation;
- Submit content on behalf of a third party;
- Assume a third party's identify and/or publish any personal information belonging to a third party;
- Store, share or publish any content that may be detrimental, directly or indirectly, to DECATHLON S.E interests.

Generally speaking, the User undertakes to refrain from any conduct contrary to



sporting ethics or DECATHLON S.E values and interests.

ARTICLE III.1. Terms for downloading the Decathlon Coach Application

3.1.1 This application is exclusively downloadable from the Google Play Store [™] and Apple Store [™] (hereafter “Third party sites”). The mobile device operating systems (hereafter “ Device”) supporting this application is listed on the Third party sites.

3.1.2 Downloading this Application not only supposes complying with these terms of use but also those of said Third party Sites, allowing you to download the Application and/or use it when operating it, in particular the GOOGLE MAPS[™] application.

To this end, the User acknowledges that they may use the Application complying with the contractual terms and conditions of the Third party Sites to which they may be referred to when downloading or operating said Applications. As a result, the User undertakes to carefully read and comply with the terms of use of any Third party Site that they may be sent to, or use via the Application, in particular Google Maps[™] terms of use.

DECATHLON COACH draws the Users attention to the fact that its download may require them to comply and create an account on Third party Sites before downloading any Application. The Users holds DECATHLON COACH harmless from any responsibility as to the terms of use of third party sites and applications, and, in particular, compliance with these that are solely their responsibility. DECATHLON COACH declares holding no intellectual property rights for said Third party Sites and applications that may turn out to be necessary to use this application.

3.1.3 We invite the User to accept to be geolocated with their SMARTPHONE [™] device to make full use of this Application's functions.

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



IV. INTELLECTUAL PROPERTY

4.1 All Content (in particular, texts, comments, files, images, photos, videos, works, etc...), which may be subject to property rights, intellectual property, image rights or other proprietary claims remain the property of the User, subject to the limited rights granted by the license as defined below to DECATHLON S.E. or the Application, on a case by case basis, other special terms of use agreed to beforehand for specific services potentially available on DECATHLON S.E. sites. The Users are free or not to publish such Content on the Site and accept

that these Contents become public and freely accessible, in particular, on the internet. They acknowledge, undertake and guarantee holding all the rights and authorisations required for such publication on the Site, especially in accordance with the laws in force and the rights relating to respecting privacy

property, intellectual property, image, contracts or of any other nature. By publishing on the Site, the User will be held liable as a content editor in the legal sense of the law, and grants DECATHLON S.E a non-exclusive, royalty-free, worldwide license for said Content, for the entire duration of the publication, including the right to reproduction, performance, loading, display, execution, transmission, storage, as well as

sublicensing, in particular, to its subsidiaries, technical partners and other Users of the Site. Users also authorise the association of their name with the Content and accept this association will not always be made.

By publishing, Users authorises a Content to becoming automatically available on the Internet, especially to other DECATHLON S.E. sites and/or blogs and/or web pages including, in particular, DECATHLON S.E. social network pages or Users of DECATHLON S.E. sites that may share certain content. Users may request



DECATHLON S.E. cease their publication under the terms provided for in article 8 hereof.

4.2 Restriction: the User's sports data collected and accessible through the “Decathlon account” do form not part of the aforementioned “Content”. These data remain therefore private and only accessible to the User, as long as the latter does not share them voluntarily on the Site or public networks.

V. Liability

5.1 “DECATHLON COACH” liability

5.1.1 “DECATHLON COACH” does its utmost to provide a reliable Site and Application. Nevertheless, if you notice any 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 at support@decathloncoach.com

5.1.2 Navigation and use of the Site and the Application is the responsibility of the User. The Site and Application may host links to other third party sites. By clicking on these links, the User acknowledges that “DECATHLON COACH” can offer no guarantee as to their content and therefore agrees to access them at their own risk.

As a result, “DECATHLON COACH” cannot be held

liable for any harm which may result from access and/or use of the Site and the information it contains. Furthermore, the User is informed that “DECATHLON COACH” may be required to momentarily disrupt access to the Site/Application for technical reasons and, in particular, for maintenance purposes. The User accepts



these disruptions and waives any claim regarding this issue.

Use of the Site/Application by the User implies knowing and accepting the characteristics and limitations of technologies inherent to the Internet, in particular, regarding response times for visit or querying the server hosting the Site/Application, technical performance, risks of disruption and, more generally, any risk incurred during data transmission.

As a result, “**DECATHLON COACH**” and, more generally, DECATHLON S.E. cannot under any circumstances be held responsible, without this list being exhaustive: • For any information seen on the Site that was not put online by “**DECATHLON COACH**”

- For any network failure preventing the Site/Application from operating correctly
- For any loss of data
- For any software failure
- For the consequences of any computer virus, bug, anomaly or fault.
- For any damage caused to the User's computer

5.1.3 When the User submits content, “**DECATHLON COACH**”'s activity is limited to putting Users in contact with each other and hosting the published content by them. As a web host, in accordance with article 6.1.2 of French Law on trust in the digital economy of 21st June 2004 (amended), “**DECATHLON COACH**” cannot be held responsible for the activities or the content stored on its Site. “**DECATHLON COACH**”'s liability is limited to that provided for under articles 6.1.2 and following of aforementioned law. **DECATHLON COACH** can therefore delete any unlawful or



manifestly unlawful content, without prior warning, advanced notice in accordance with

the provisions of article 6.1.3 of said Law.

Therefore, “**DECATHLON COACH**” is not responsible for checking the quality, reliability, veracity or legitimacy of the Content submitted by Users.

5.2 User's liability

5.2.1 By using the Site, the User agrees to hold DECATHLON S.E. harmless and to indemnify DECATHLON S.E for any damages, costs and expenses arising directly and indirectly from:

- Any claim made by a third party concerning any content published in their name, in particular concerning the infringement of rights to the content published by the User on the Site or violation of press laws related to the materials sent to or published on the Site;
- All activity relating to participation on the Site which is contrary to the present terms of use, including that which is conducted for fraudulent purposes;
- The violation of the present Terms 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 Users attention to the need to publish or share photographs, images or videos which are respectful of and conform to sports ethics and the values of the DECATHLON S.E. Any Content which does not comply will be systematically removed from the Site.



VI. PROTECTION OF PERSONAL DATA

<https://www.decathloncoach.com/en/home/personalData-pdf>

VII. Removal of content submitted by the Users

7.1 “DECATHLON COACH” may cancel any membership and/or delete any profile and/or any content and/or any information published on the Site and/or forbid the use of and/or access to the Site, upon knowledge of a failure to comply by the User with these general terms of use or for technical reasons. This modification or removal may be performed without prior notice, notification or warning, at any moment, and at the full discretion of **“DECATHLON COACH”**.

Using the "Report Abuse" procedure, any User may inform the Site, by attaching the information necessary to process their request, that a particular published Content is presumed to be in violation of the present Terms of Use.

7.2 The User can also delete Content submitted on the Site, including their own sports data protected by **“the Decathlon account”**. To do this, they have the necessary functionalities directly available on the Site.

If the User is unable to remove their Content, they must request to have the Content removed by e-mail to the following address: support@decathloncoach.com

This request must be accompanied by information which makes it possible to identify



said content: surname, name, email address, title and date of content.

All well-founded and legitimate requests will be processed by “**DECATHLON COACH**” as soon as possible, without the former being able to guarantee immediate removal of access to content. Furthermore, the User acknowledges it cannot, in any way, hold “**DECATHLON COACH**” responsible regarding this due to the time required to process their request, technical constraints, or it being materially impossible to respond, in particular, if the content has been reused by third parties.

VIII. Whole agreement clause

If one or more of the stipulations of these general conditions of use is declared null and void by the application of a law or regulation, or following a definitive legal or administrative decision, the other stipulations shall retain their force and scope.

“**DECATHLON COACH**” shall do its utmost to replace it posthaste with a valid clause whose scope is as close as possible to the spirit of the present terms of use.

Under no circumstances shall the fact that one of the parties has not demanded the application of any one of the clauses of these conditions whatsoever, whether permanently or temporarily, be considered as a waiver of said clause.

IX. Applicable law

These general terms of use are governed by French law unless a more favourable provision applies in the user's country of residence.



If a dispute cannot be amicably resolved, the competent court will be that of the defendant's place of residence. Nevertheless, if the User takes legal action, they have the option the case before the court of their place of residence.