



GENERAL TERMS AND CONDITIONS OF USE

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Preamble:

MEET MIDWAY, a single-member simplified joint-stock company with a share capital of 3,000 euros, registered with the Paris Trade and Companies Register under number 937537157 and whose registered office is located at 25 rue du Hameau, 75015 in Paris (hereinafter "MEET MIDWAY"), operates an application that allows users to identify an equidistant location point between two locations and to consult the establishments available at this location, according to their preferences (hereinafter the "Application").

These General Terms and Conditions of Use apply between MEET MIDWAY and any natural person with an account on the Application and using its Features.

The purpose of the General Terms and Conditions of Use is to determine the rules of access, the rights and obligations of MEET MIDWAY, the User, as well as the terms and conditions of use of the Application.

The fact that the User validates the box "*I have read and accepted the General Terms and Conditions of Use as well as the Privacy Policy*" implies recognition and acceptance by the User and Establishment of these General Terms and Conditions of Use as well as the Privacy Policy associated with it.

Any use of the Application and its Features implies the express and unreserved acceptance by the User or Establishments of these General Terms and Conditions of Use as well as the Privacy Policy.

Article 1: Definitions

"Application": Refers to the IT solution that allows the User to use the Functionalities of the Application offered by MEET MIDWAY via the Internet and/or via a smartphone. The application, accessible on Apple Store and Google Play, is published by MEET MIDWAY;

"Personal Account": Refers to the account granted to each User as well as the access system granted to him or her requiring a username and password to access the Application;

"Establishments": Refers to the establishments referenced on the Application during the searches carried out by the User (in particular bars, cafés, hotels, restaurants, parks, gyms, cinemas, libraries, etc.).

"Business Profile": Refers to the Establishment's presentation sheet, visible to Users of the Application, and corresponding to the Google listings of the said Establishment;

"Registration": Refers to the registration procedure that the User must complete in order to access all the Features offered by the Application;

"User": Refers to any natural person accessing and using the Functionalities offered by the Application published by MEET MIDWAY;

"Functionalities" : All the services and functions offered to the User through the Application.

Article 2: Acceptance of the General Terms and Conditions of Use

The purpose of the General Terms and Conditions of Use is to define the conditions under which the User accesses and uses the Application.

If the User disagrees with any of the articles in these General Terms and Conditions of Use, he or she is invited to immediately log out of the Application, delete his or her Personal Account and renounce any further use of the Application.

Article 3: Purpose of the Application

The purpose of the Application is to allow Users to find an equidistant location point between two given locations, in order to facilitate the search for Establishments accessible at that location.

Depending on their personal preferences, users can consult a variety of Establishments such as bars, cafes, hotels, restaurants, parks, gyms, cinemas, libraries, etc., thus providing a convenient solution to plan meetings or activities at the most central point between two destinations.

Article 4: Registration and creation of the Personal Account

The Registration of Users on the Application is free of charge.

This is a necessary prerequisite for the use of all the Functionalities of the Application.

Users who wish to use all the features of the Application must register to create a Personal Account.

In order to complete the Registration, Users must provide the following information:

- Pseudonym;
- Email address;
- Password.

In addition, Users must accept the General Terms and Conditions of Use and the Privacy Policy and attest to the accuracy and precision of the information provided for which they are solely responsible.

Once the User has completed the registration form and validated it, his registration is taken into account by the Application.

MEET MIDWAY will send an email to the address indicated by the User to confirm his final registration.

Article 5: Functionalities of the Application

The Application offers Users several Features, namely:

- Carry out a search for Establishments (according to their nature) in an equidistant area between two locations;
- Consult the listings of the establishments referenced on the Application and all the information they contain (in particular consumer reviews, opening hours, location, addresses, etc.);
- Consult the history of the searches carried out by the User.

Article 6: Access to the Application

The Application is accessible at any time, except during periods of evolutionary or corrective maintenance, which may occur without prior notification to the User.

In any case, in order to access the functionalities of the Application, the User must have a stable Internet connection.

It is understood that the costs of access and equipment allowing access to the Application are the sole responsibility of the User and will not give rise to any indemnity, compensation or damages from MEET MIDWAY.

The User must have equipment that does not alter the proper functioning, navigation and use of the Application, as well as its various functionalities mentioned in Article 6 of these General Terms and Conditions of Use.

In addition, the User is informed that web browsing involves risks. MEET MIDWAY therefore draws the User's attention to the absence of any guarantee as to safety.

MEET MIDWAY cannot be held liable for the risks incurred or their consequences, whether harmful or not, for the User, regardless of their extent.

The User must take all appropriate measures to protect their Web browsing and secure their equipment, passwords and identifiers, taking care not to communicate them to third parties.

Article 7: Obligations of Users

By consulting the Application and using its various features, the User and the Establishment undertake to:

- Comply with the General Terms and Conditions of Use and to use the Application in accordance with them;
- Not to access or seek to access the Application fraudulently;
- Not to access the source code of the Application and not to modify, disassemble, reverse engineer or copy and duplicate the source code in any way;
- To respect the intellectual property rights held by MEET MIDWAY and the intellectual property rights held by other Users and/or Establishments (in particular trademarks, logos, company names, trade names, signs, etc.);
- Not to reproduce, copy, duplicate, trade, sell, license or assign all or part of the Application;
- Not to carry out operations aimed at or having the effect of disrupting, temporarily or permanently, the operation of the Application;
- Not to attempt to access or access and/or maintain oneself fraudulently in the event of unauthorised access to an automated data processing system implemented by MEET MIDWAY.

In any case, the User is responsible for the equipment with which he accesses the application.

The User undertakes to take all necessary and appropriate measures to protect and secure his equipment and passwords, in particular by ensuring that they are not communicated to third parties.

Article 8 : Exclusion de l'Application

After becoming aware of a User's manifestly unlawful conduct and/or in the event of violations of these General Terms and Conditions of Use, MEET MIDWAY may, after informing the User or the Establishment, delete or suspend his or her Personal Account.

MEET MIDWAY also reserves the right to take legal action against the User or the Establishment for its use of the Application that infringes these General Terms and Conditions of Use.

Article 9: Disclaimer of warranty

9.1 Operation of the Application

Despite its constant efforts, MEET MIDWAY cannot guarantee the total and perfect functioning of the Application.

It is understood that MEET MIDWAY cannot guarantee the User a fully secure, available and fast Application, nor the absence of bugs, errors and malfunctions.

Thus, MEET MIDWAY cannot be held liable for the unavailability of the Application, in particular in the event of:

- Evolutionary or corrective maintenance, whether such maintenance is carried out by MEET MIDWAY or a third party, with or without notification from the User;
- Occurrence of an unforeseeable, insurmountable and external event;
- Internet connection failure;
- Cessation and/or interruption, partial or total, of the Application.

9.2 Establishments and content referenced on the Application

The User acknowledges that MEET MIDWAY cannot be held liable for any damage, prejudice, direct or indirect, or any loss of profit resulting from the use of the Application or the referenced content.

The information posted online by the Establishments on their Business Listings is their sole responsibility, and MEET MIDWAY declines all responsibility in the event of a claim or recourse by any natural or legal person who considers himself or herself harmed by the content published.

In addition, it is understood that MEET MIDWAY and the Establishments referenced on the Application are completely independent entities and that MEET MIDWAY has no control over them.

Therefore, MEET MIDWAY is not in a position to control the content, the veracity of the offers, the opening hours, the quality, the condition, legality or suitability of the Establishments for the legislation in force.

Accordingly, Users will visit the Establishments at their own risk, which they expressly understand and accept.

The User is responsible for all the consequences related to the posting of erroneous information online.

9.3 User Conduct

In addition, it is understood that MEET MIDWAY does not guarantee the behaviour or potential damage of Users during their visit to the Establishments.

The Application simply aims to reference them by taking into account public information when searching for an equidistant location between two places.

Article 10: Intellectual Property

MEET MIDWAY is the sole owner of all rights, titles and interests, in particular copyrights, trademarks, domain names, know-how and all intellectual property rights and other distinctive signs present and related to its Application.

The provision of the Functionalities of the Application cannot be analysed as the transfer or concession of any intellectual property right and other distinctive signs for the benefit of Users.

Consequently, all Users expressly refrain from reproducing any graphic or distinctive element of the Application by any means whatsoever, in any form whatsoever and on any medium whatsoever without the prior and express consent of MEET MIDWAY.

Article 11: Personal data

Registration and use of the Application entail the processing of personal data.

To find out more about how data is processed when using the Application, the User is invited to consult the Privacy Policy.

Article 12: Changes to the T&Cs

MEET MIDWAY reserves the right to adapt or modify these General Terms and Conditions of Use at any time.

In the event of a change, MEET MIDWAY will inform Users so that they can be aware of the changes made.

In the event that the User does not accept the new general terms and conditions of use, they must log out of the Application, proceed to its immediate deletion and renounce any further use.

Article 13: Force majeure

MEET MIDWAY cannot and cannot be held liable for the non-performance of one of its obligations in the event that an event of force majeure, as defined by law and case law, occurs.

A case of force majeure is considered to be any event that is unforeseeable and beyond the control of MEET MIDWAY.

In particular, cases of force majeure constitute total or partial strikes hindering the smooth running of the Application or its suppliers and/or hosting providers, natural disasters such as fires, floods, earthquakes, malfunctions of the Internet network that would impact MEET MIDWAY or access to the Application.

Article 14: Tolerance

The fact that MEET MIDWAY does not invoke one or more clauses of these General Terms and Conditions of Use against the User cannot be interpreted as a waiver of the right to invoke them at a later date.

Article 15: Nullity

If any of the provisions of these General Terms and Conditions of Use are declared null and void or devoid of purpose with regard to a legislative or regulatory provision in force and/or a court decision

having the force of res judicata, it will be deemed unwritten but will not result in the nullity or lapse of the other provisions of these General Terms and Conditions of Use.

Article 16: Language

In the event of discrepancies between different translations of these General Terms and Conditions of Use, these terms and conditions must be interpreted in their French language version.

Article 17: Applicable law and mediation

These General Terms and Conditions of Use and Services are governed by French law.

In the event of a dispute and/or dispute, the parties shall endeavour to reach an amicable agreement. Subject to the applicability of mandatory rules, in the event that this attempt at resolution remains unsuccessful, any dispute related to the validity, execution and/or interpretation of these General Terms and Conditions of Use will be subject to the jurisdiction of the French courts – unless a mandatory rule applies.

In any event, in the event of an unresolved dispute between MEET MIDWAY and a consumer User, the latter has the option of referring the matter to the consumer mediator.

Consumer mediation is an out-of-court settlement of consumer disputes. If the conditions are met, consumer mediation will take place according to a precise process and according to the texts in force.

The procedure is free of charge for the consumer User.

To refer the matter to the consumer mediator:

Postal mail: Médiateur de la consommation FEVAD - BP 20015 – 75362 PARIS CEDEX 8

Email : mediateurduecommerce@fevad.com

On the online form: https://xrm.eudonet.com/V7/app/specif/EUDO_03047/FEVAD/Formulaire.aspx