

ADIKTEEV CROSS PROMOTION APP - TERMS OF USE

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE, WHICH APPLY TO ALL USERS OF THIS MOBILE APPLICATION. BY DECIDING TO USE THIS MOBILE APPLICATION, YOU AGREE TO ABIDE BY ITS TERMS

This Mobile Application Adikteev Cross Promotion (hereinafter “Mobile Application”) is given strictly for your personal use and does not entail a legal commitment or contractual agreement on the part of Adikteev SA (hereinafter “ADIKTEEV”), which also reserves the right to modify its characteristics.

RECITALS

You are currently connected to the Mobile Application which is provided by:

- Company name: ADIKTEEV SA - a French company with a share capital of 102.458, 52 euros having its registered office at 29 rue des Pyramides - 75001 Paris (France), registered with the Commercial Registry of Paris under the number 789 514 619.
- Publication Director: Xavier Mariani

“User” shall mean any natural person using this Mobile Application. The User acknowledges having the skills and means necessary to access and use the Mobile Application and agrees to accept this general Terms of Use.

1. GENERAL PRESENTATION

These general Terms of Use define the conditions under which the User is allowed:

- To access to this Mobile Application;
- To use the services offered.

This Mobile Application was created for research and test purposes. It aims at helping the User to test the visual rendering of the creatives ads and to test the response of the ADIKTEEV’s API (“API tester”) that helps to identify the most appropriate application for which to push an ad to the user.

2. REGISTRATION AND USE

Steps to follow before using the Mobile Application:

2.1. Downloading. The User must download the Mobile Application

2.2. Authentication. The authentication procedure is requested when the User wants to access to the “API tester” feature. It consists for the User to enter a password.

2.3. Score calculation. The User’s data can then be used to calculate a score. Its Mobile Device ID will be mapped with an internal database in order to calculate the score. This score and the User’s data will not be stored but used to send an ad for the most relevant mobile application.

3. FEES

The provision of this Mobile Application by the Provider is free.

Costs of access to the telecommunications network and access to the Internet are to be paid by the User, in accordance with the terms stipulated by his communications service provider.

ADIKTEEV may not be held responsible for damages arising from the dysfunction or maladjustment of the telephonic, informatics or software environment or from the Internet access, making it impossible to access the Mobile Application.

4. PERSONAL DATA

ADIKTEEV, acting as data controller, processes the User's personal data (a mobile device ID, the OS, the country, the SDK version, the picture chosen by the User to test the creatives) in compliance with applicable laws and regulations, to provide the Mobile Application and for analysis and test purposes.

Unless otherwise provided, all data requested in the Mobile Application are compulsory in order to provide the Mobile Application.

User's personal data may be disclosed to duly authorized personnel of ADIKTEEV in charge of the provision, hosting and maintenance of the Mobile Application and for scoring purpose.

These data are not retained by ADIKTEEV.

The User has the right to access and, if legitimate, to rectify or have deleted any personal data about him by sending request to: dpo@adikteev.com. In addition, on legitimate grounds, the User can be opposed to the processing of his personal data.

5. TERM AND TERMINATION

This agreement shall commence on the date the User download the Mobile Application and shall continue until the User totally stops his activity on the Mobile Application or ADIKTEEV terminates the Mobile Application.

6. COPYRIGHT

This Mobile Application must be seen as an inseparable whole. Complete or partial reproduction or representation of the pages, the data and any other element constituting the Mobile Application, by any process and on any support, is prohibited and constitutes, without the publisher's permission, an infringement of copyright.

The brand names and/or logos featured on the Mobile Application are owned or acquired under license contract by the Provider.

All rights for pictures, images and insets are reserved.

7. LIABILITY

The Provider reserves the right to add to, modify or delete the operating rules listed hereinabove at any time and without prior notice.

The Provider assumes no responsibility for, and makes no guarantees that (i) the Mobile Application will meet the User's requirements, (ii) the services and functions on the Mobile Application will be uninterrupted, timely, secure or error-free, (iii) the results and/or data that may be obtained from the use of the Mobile Application will be accurate or reliable, (iv) any defects will be corrected, or (v) the Mobile Application or the servers that make it available will be free of viruses or other harmful elements.

With the exception of direct damage resulting from deliberate or gross negligence on ADIKTEEV's part, ADIKTEEV may in no case be held responsible for any direct or indirect damages resulting from the use of the Mobile Application or associated with such a visit.

ADIKTEEV is not liable for eventual consequences which might affect the User's use of the Mobile Application, resulting from a case of force majeure or from exceptional circumstances beyond its reasonable control.

The User hereby agrees to accept full responsibility for his actions and the consequences thereof, and the Provider shall not be held liable for the User's actions or the consequences thereof.

It is to be recalled that the confidentiality of correspondence is not guaranteed on the network and that it is up to each User in particular to take all appropriate steps to protect his own data and/or software against contamination by any viruses circulating on the Internet.

8. LAW AND JURISDICTION

These Terms of Use and the relationship between the User and the Provider shall be governed by and construed in accordance with the laws of France and shall be subject to the exclusive jurisdiction of the Courts of Paris.