

Term of use

PREAMBLE

These terms and conditions (hereinafter "Terms") are intended to define the terms and conditions under which Radioline SAS (hereinafter "Radioline"), registered at the Registre du Commerce of Paris under number B 498 698 919, whose registered office is located at 115 Avenue Charles de Gaulle, 92200 Neuilly sur Seine, France, makes available to Users the "Radioline" service (hereinafter the "Service"). The Service, accessible via the Radioline application, allows Users to listen to audio content referenced by the Service.

The Service is offered free of charge, with optional premium features.

The Service is open to any physical person of age or under age with parental authorization and wishing to use the Service for its own needs and for a strictly personal and non- commercial use.

We encourage parents and legal guardians to monitor the activity of those under 13 years of age.

Access and use of the Service are subject to these Terms of Use (hereinafter the "Terms") that the User expressly accepts when registering for the Service.

ARTICLE 1 - DEFINITIONS

In these Terms, the following terms have, unless otherwise stated, the meaning given to them in this article:

Account: means the space created by the User allowing him to use the functionalities of the Service, on which his personal information is saved, e.g. links to his Favorites.

Stream: refers to all the data allowing the User to stream the audio content (radio programs, podcasts, news ...) broadcast by the radio stations referenced on the Service.

Application: means the software application called Radioline allowing access to the Service, available in an application store and which the User has chosen to download on his Terminal.

Favorites: refers to the Streams selected by the User.

Podcast: means sound files and / or videos, broadcast in particular by Radios and accessible to Users from the Application

Networks: means electronic communications networks open to the public or interconnected and operated by any operator regardless of the technologies or standards used by these networks (cable, satellite, ADSL, fiber optic, GSM, GPRS, EDGE, UMTS, WI- FI, WIMAX, etc.).

Premium: refers to a paid subscription offering specific functions

Service: refers to all the functionalities of the Radioline service, accessible from the Website and the Application and connected to the Networks.

Terminal / Terminals: refers to all terminal equipment (in particular, but not limited to, mobile terminals and touch tablets) that can be connected to the Internet via Networks.

User: means a physical person of age or above who has obtained prior authorization from his legal representative, and uses the Service, for his own needs, for strictly personal and non- commercial use.

ARTICLE 2 - OBJECT

The purpose of these Terms is to define the conditions under which the Service is made available to Users and the conditions under which Users must use the Service.

ARTICLE 3 - ACCESS TO THE SERVICE

3.1 Technical prerequisites

In order to use the Service from the Application, the user must have a Terminal connected to the Networks.

Radioline can not be held liable in the event of any costs incurred by the use of the Service and billed

by the mobile operator of the User.

The User acknowledges and accepts that it is his responsibility to dispose of all the equipment described above. In the same way, the User acknowledges and accepts that the mere fact that he has the necessary equipment does not guarantee him access to the Service.

3.2 Activation of the Service

To access the Service, the User must first connect to the Website or have downloaded the Application. Downloading the Application and using the Service are offered free of charge by Radioline, with optional premium features.

The User must provide, as part of the creation of his Account, personal information such as his surname, name, email address and country.

The User must also, in order to validate his registration, take cognizance of and accept these Terms of Use.

3.3 Premium Features

To access the Premium features, the User must first subscribe to the paid subscription offer, accessible from the Application. The payment is processed through the application stores, according to the terms specified in their general conditions of sale.

ARTICLE 4 - DESCRIPTION OF THE SERVICE FEATURES

The Service allows the User:

- to listen to the Streams for free and whenever he wishes without any conditions of purchase or download,
- save a list of his favorite Streams in order to find them more easily,
- to add the references of titles of artists that he likes, with a view to their possible online listening from a compatible service (Apple music, Deezer, Spotify).

ARTICLE 5 - DURATION OF THE SERVICE

The Website and the Application downloaded by the User has a validity limited in time, given these updates and any technical developments, legislative or regulatory, which Radioline has no control.

ARTICLE 6 - MODIFICATIONS TO THE SERVICE

Radioline reserves the right to make the Service evolve, in particular by making available new functionalities, by modifying and / or deleting certain functionalities.

In the event of significant modifications of the Service, Radioline will inform the User in advance via information published in the Application.

The User will have the choice between ceasing to use the Service or continuing to use the Service in accordance with the applicable new terms and conditions of use.

However, in order to continue to benefit fully from the Service, the User may be required to download the updates offered by Radioline when they have been made available. In this respect, Radioline does not guarantee in any way that the Service and / or the Application are free of errors or adapted to the specific needs of the User.

ARTICLE 7 - USER COMMITMENTS

The User undertakes to use the Service in accordance with the usage for which it has been defined and is invited to use discretion and caution with regard to the information accessed from the Service. The User is informed that he uses the Service under his sole responsibility and that any misuse of the Service is prohibited and in particular the exploitation of the Service.

The User agrees that the information provided during registration is reliable and consistent with reality and constantly updated. In the event that the User provides false, inaccurate or incomplete information, Radioline, as soon as it has knowledge of it, is entitled to terminate the Account without delay.

The User guarantees to comply with the terms of contracts concluded with third parties and applicable in the context of the use of the Application. In particular, the user must ensure that he is

not in violation of the terms of his subscription (voice / data) subscribed with his mobile operator. The User prohibits any use of the Service or other technologies that would disrupt, reduce and / or prevent its normal operation.

ARTICLE 8 - RADIOLINE COMMITMENTS

Radioline is responsible for setting up the necessary means for the proper functioning of the Service and takes the necessary measures to maintain the continuity and quality of this Service.

Any action for liability, loss, damage resulting from a lack of conformity of the Service or the non-compliance by the Service of any form of guarantee, of any nature whatsoever, is the sole responsibility of Radioline.

ARTICLE 9 - SUSPENSION - TERMINATION

Radioline reserves the right to discontinue the provision of the Service without notice and without compensation. Similarly, Radioline may permanently stop the provision of the Service to Users.

ARTICLE 10 - CESSIBILITY

The User is prohibited from assigning to any third party any of the rights or obligations contained in these Terms of Use.

ARTICLE 11 - INTELLECTUAL PROPERTY

11.1 Rights of the User

Radioline grants to the User, during the period of use of the Service, by these Terms, a non-exclusive, non-transferable, revocable right of use, valid for the whole world and which can not be the object of sublicense of the interface and software applications of the Service.

This authorization is granted as long as the Service is available and the user uses the Website or the Application on a compatible Terminal.

This authorization is subject to compliance with these Terms of Use and the Rules of Use available in the application stores, and in particular provided that the User does not:

- a. uses, copies, modifies or distributes the Application and / or software components of the Application, except as expressly authorized by these Terms;
- b. disassembles, decompiles, or translates the Application and / or software components of the Application, except as expressly permitted by applicable laws or regulations;
- c. sublicenses or concedes the Application and / or the application's software components made available as part of the Application.

11.2 Rights and ownership of the Company

Radioline is and remains the owner of the Service, the Application, the software, the graphic charter, the brands, logos, concepts, technologies and associated databases.

The User acknowledges that he does not acquire any intellectual property rights over the elements belonging to Radioline. In addition, it expressly prohibits them from using them in a context other than the use of the Service in accordance with these Terms.

All improvements, updates, derivative products, evolutions, whether created, created or developed by Radioline concerning the Service are and will remain the property of Radioline, and the User expressly acknowledges and accepts that any contribution in the form of services any suggestions, ideas, reports, identification of defects, expenses, or any other contributions made by the User, don't give or grant any right, title or interest in any of the elements or components of the Service.

ARTICLE 12 - MISCELLANEOUS

If one or more stipulations of the present General Conditions of Use are null or declared as such in application of a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will keep all their strength and their reach.

The stipulations declared invalid and invalid will then be replaced by stipulations which will be the closest as to their content of the stipulations initially adopted.

The parties will not be held responsible, or considered to have failed, in these Terms, for any delay or non-performance, when the cause of the delay or non-performance is related to a case of force majeure as defined by the case law of the courts French.

Any complaint or dispute relating to the Service must be sent by e-mail in the "Contacts" section of the Website (www.radioline.co).

ARTICLE 13 - APPLICABLE LAW

These Terms of Use are subject to French law.

ARTICLE 14 - CONTACT

Any complaint or dispute relating to the Service must be sent by email in the "Contact Us" section of the Website or the Application.

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