

GENERAL TERMS AND CONDITIONS OF USE FOR “SIEL BLEU ONLINE”, URL <https://pf-and-me.sielbleu.org>

These terms and conditions of use (hereinafter “T&C”) shall apply between any natural or legal person (hereinafter “the User”) and the publisher of the website, the local rights association SPORT INITIATIVE ET LOISIR BLEU (hereinafter “Siel Bleu”), located at 42 rue de la Krutenau, 67000 Strasbourg, under SIRET number: 41538198700056, for the use of Siel Bleu online website <https://pf-and-me.sielbleu.org/>.

The website <https://pf-and-me.sielbleu.org/> is referred to by its common name, PF and me.

1. Definitions

As used herein, the terms below have the following meanings:

- «TC » designates the Terms and Conditions of Use that regulate the use of PF and me, the URL address of which is <https://pf-and-me.sielbleu.org/>
- «User» designates any natural person as an end-user of the PF and me application
- «UserCoach » designates any fitness coach using the PF and me application to provide exercises or at-home sessions
- «Publisher» designates the local rights association Siel Bleu, located at 42 rue de la Krutenau, 67 000 Strasbourg, under SIRET number: 41538198700056
- «PF and me» designates the set of functionalities offered to the User on the website <https://pf-and-me.sielbleu.org/>
- «Program» designates the set of exercises offered by PF and me that are ordered and structured within thematic sessions
- «APA» designates Adapted Physical Activity, the set of movements and exercises in line with the needs and capacity of the participating individual.

2. Foreword

Any internet user can gain access to the T&C from all pages on the PF and me site. The T&C are applicable without restrictions or limitations to the entire set of functionalities offered by the PF and me website. Every creation of a customer account on the PF and me site is subject to the prior and full consultation and acceptance of the T&C by the User. Following consultation of the T&C herein, every User is invited to accept them. Any creation of a User account on the PF and me site entails acceptance of the T&C. The T&C herein take precedent over all other documents.

3. Description of PF and me

PF and me is the prevention tool serving the mission of Siel Bleu by proposing an internet platform online exercises for users with fibrosis pulmonar. PF and me serves two objectives:

- Raise awareness about the importance and benefits of an Adapted Physical Activity (APA)
- Give the User accessibility to APA programs, at home and with full autonomy to the extent that the User is careful about their safety and health.

4. Application procedure

4.1 Creation of a User account

Every subscription to a Siel Bleu online service through the PF and me site requires: The creation of a user account (hereafter "User Account") The consultation and acceptance of the T&C herein The online payment of amounts owed for services rendered by PF and me, if the service involved is subject to charge.

In order to create a User Account, the User must fill in the proposed form with his identification data. When creating a User Account, the User registers the information necessary for his identification under his full responsibility, control and direction, and commits to provide complete, accurate and current information, without impersonating a third party or concealing or altering their age.

The User Account is strictly personal. The User is allowed access to online coaching or at-home personal services once he has (1) expressly accepted the T&C herein and (2) completed the necessary online payments in the event that the services are subject to charge. Upon creation of the User Account, the User chooses his username (email) and his password. If the username is already taken, the User is asked to choose a different one. Usernames and passwords are personal and confidential. The User bears sole responsibility for them. The User commits to keep his password secret and not to divulge it under any circumstances. If the User suspects that a third party is using his username and password, he shall immediately notify Siel Bleu in order to change his password and/or shut down his User Account. The User may send his request to Information Management services at Siel Bleu, 42 rue de la Krutenau, 67000 Strasbourg - France, or by email to fizzup@sielbleu.org.

Siel Bleu reserves the right to close down any User Account if the services offered by PF and me are used in an abusive, unfair, commercial, promotional or fraudulent manner, or in breach of any of the User's obligations as defined by the T&C.

In such event, Siel Bleu sends the concerned User an email to the address provided while creating his User Account, informing him of the User Account's termination. In the case of limited-time paid services, the account will be closed upon completion of the paid service. Account access will no longer be available except in the exercising of their rights pursuant to Law 78-17 of January 6th, 1978 regarding data processing, files and liberties, as described by article 18 of these Terms and Conditions.

4.2 Cookies

What is a Cookie ?

A Cookie is a set of data (a small file usually made up of letters and numbers) sent by a website and stored on the hard drive of a User when accessing websites. It enables the temporary registration of data as related to navigation on the site. Cookies are saved on the User's browser memory and they usually contain:

- The name of the server from which the Cookie was sent
- The lifespan of the Cookie
- A value - usually a unique number randomly generated.

The internet server sending the Cookie uses this number to identify the User when returning to the site or when navigating from page to page. Only the server that sent the Cookie can read and thus use this Cookie.

PF and me website can use cookies -- which are intended to save identification data while browsing Sites or Applications -- to relieve the User of the need to reenter his data when navigating from page to page. Furthermore, these cookies are necessary as they allow PF and me to provide services subscribed by the User.

The User can oppose the use of cookies by deactivating them through the settings in his browser. If the User has agreed to the use of Cookies on his browser by way of a banner on the Site's homepage, he is informed that his consent can be withdrawn at any time. You shall be informed that any setting changes and/or deactivation of Cookies can modify navigation on the site. Therefore, the User may not be able to access some of the site's pages. Description of Cookies transferred during the User's navigation on PF and me
When the User navigates PF and me, the following Cookies are susceptible of being stored on their hard drive:

- Session Cookies for a proper navigation of the site.
- Cookies for establishing statistics, traffic and usage analyses of various elements on the site (i.e. number of visitors and pages, rubrics consulted, itineraries, etc) and for improving the quality, ergonomomy and relevance of the services offered (i.e. storage of the User's preferences).
- Cookies sent by advertisers on the site to display ads targeted toward products or services in which the User has shown an interest.
- Cookies sent by social networks whose shared icons allow the User to be followed in order to provide ads relevant to their searches.

4.3 Evolution of PF and me

Siel Bleu reserves the right to change the application and/or the T&C herein. The User will be asked to accept or refuse the application's new version and/or T&C.

5. User Obligations

5.1 Restriction of use

The User states that he is at least 18 years old and has full legal capacity, or, if under age, guarantees that he has a parental authorization to enroll on the platform.

5.2 Precision of information

The User must be as precise as possible with respect to the information provided during the physical evaluation, it being understood that this evaluation does not constitute a substitute for consulting a physician. The User recognizes that he takes additional risks if the information provided is erroneous or imprecise. The User recognizes that the information provided is submitted under his own control and responsibility. The results obtained upon the information provided are merely referential. The evaluation obtained by the User does not, under any circumstances, constitute a medical report.

5.3 Equipment and arrangement of the home

In the interest of safety, the User should arrange his home with a view to safe engagement in the activities provided on PF and me. The User shall ensure that there is enough space to perform the prescribed movements and positions properly. Specific equipment may be necessary for the proper completion of a session. The User is solely responsible for its proper use. Moreover, the User is solely responsible for getting the advice of fitness professionals if that means that he endangers himself by replacing or misusing the equipment prescribed.

6. Siel Bleu's obligations

6.1 Program design and support personnel

The exercises, sessions and programs provided by PF and me are designed by fitness professionals to take into account the capacities of the Users involved. The assignment of a Program to a User is dependent on his Evaluation results. The Programs recommended to the User are Soft, Moderate or Dynamic, based in the interpretation of their physical condition. All Programs are created, verified and validated internally by at least two professionals. Moreover, these Programs are first tested by a voluntary group whose capabilities are comparable to those of the User.

6.2 Service access

PF and me is accessible by the User 24/7, year-round, but subject to temporary closure and definitive closure which would result in the termination of all current services.

6.3 Responsibility

It is strongly recommended that the User refrain from engaging in a Program exercise if he is not healthy enough to do so. During the evaluation, the User must be as precise as possible when providing information, while keeping in mind that the information and recommendations provided by PF and me are not a substitute for consultation with health professionals. Under no circumstances can Siel Bleu assess the actual state of the User's health or a possible emergency situation, as the User bears sole responsibility in his use of the site. The User recognizes that he takes further risks by providing erroneous or imprecise information. The User accepts the risks associated with all fitness activities. Siel Bleu cannot be held liable if an accident occurs while using the PF and me application. Siel Bleu cannot be held liable in the event of a failure to follow a foreign country's legislation. Certain links can send a User toward other applications, websites or social networks. Siel Bleu cannot be held liable if the content of the aforementioned applications, websites or social networks violates the rights of third parties and, more broadly, existing laws and regulations.

6.4 Health warning

It is the Users' responsibility to take the necessary precautions to ensure they are able and physically capable of performing the sessions and programs proposed by PF and me. It is also the Users' responsibility to have the necessary judgement to adapt their behaviour during exercises according to their health status (ability to select by themselves, and possibly exclude, any exercises according to their health status). By signing up to PF and me, Users certify having received a medical certificate attesting to their ability to perform sporting activities, dated within 3 months, to be provided to PF and me upon request. In this case, they must consult a

doctor or a health professional before attending the sessions and programs proposed on the platform.

7. Intellectual Property

7.1 Content published by Siel Bleu

The “Siel Bleu online”, “ReferenSiel” and “PF and me” brands are registered by their Publisher, Siel Bleu. The brands, as well as their logos, graphics, pictures, animations, sounds, videos and texts found on the PF and me site are the property of the Publisher or its partners. Without the prior written consent of the Publisher or its partner, any reproduction and/or representation and/or exploitation of these elements, in full or in part, is strictly forbidden and may constitute a copyright infringement pursuant to Articles L 335-2 of the Code of Intellectual Property. Usage rights given by the Publisher to the User are restricted to private and personal use, in the context and during the period of subscription to PF and me. Any other use by the User is prohibited without the Publisher’s prior consent. The User is prohibited from modifying, copying, reproducing, downloading, broadcasting, transmitting, commercially exploiting and/or publishing in any fashion the services, the PF and me site pages or the computer code of elements that comprise the site.

7.2 Content provided by the User Coach

The User Coach may have good reason to provide new exercises. These new exercises are subjected to a validation process by the Publisher who will complete the content and verify their compliance with Siel Bleu’s standards of safety and quality. In turn, the Publisher provides all production and post-production means (studio photography, shooting, models, cropping...). The User Coach grants the Publisher a license of intellectual property rights attached to the content provided by the User Coach in the context of their use of PF and me. This license includes the Publisher’s right to reproduce, represent, adapt, translate, digitize, and use for the purposes of PF and me, or to sublicense the content regarding the User (information, images, description, search criteria, etc.) on the entire PF and me site or in part (on the PF and me site and by email) and/or in the Publisher’s mailings and in general on all electronic communication media (email, SMS, MMS, WAP, Internet), within the scope of PF and me. The User Coach expressly authorizes the Publisher to modify the aforementioned content in order to respect the graphic design of PF and me or other communication media mentioned above and/or render them compatible with PF and me’s technical performances or with the relevant media’s formats. These rights are granted for the entire world and for the period that the User Coach is subscribed to PF and me. The User Coach is prohibited from copying, reproducing, or using the content provided by PF and me for any purpose other than the strict needs related to the personal and private use of PF and me.

8. Pricing and right of withdrawal

Access to the PF and me site is free of charge.

9. Right of withdrawal

In accordance with Articles L 121-17 and L 121-21 of the Consumer Code, the User is allowed a grace period of fourteen days from the date of subscription to a PF and me paying service, within which to exercise his right of withdrawal, without penalties or good cause. However, in accordance with Article L 121-21-8 1° of the Consumer Code, the right of withdrawal shall not be exercised if the service has been performed before the end of the grace period or if the service has already begun following the User's prior authorization and the wavering of his right of withdrawal.

10. Data processing of personal information

Following his subscription, the User is asked to fill out an Evaluation questionnaire enabling Siel Bleu, based on the information provided, to offer the User a Program close to his home that is adapted to their physical condition. Some of the information collected by the PF and me platform to adapt the Program's content can contain health and geolocation data. In agreeing to the terms and conditions herein, the User gives his express consent for the collection of such data. Moreover, the collected data is processed in such a way as to enable the provision of adapted services, including coaching services in proximity or local classes. The recipients of the data are those responsible for processing at the Siel Bleu association. Under the Data Protection Act of 6 January 1978, modified in 2004, the User has the right to access and rectify his personal data, by reaching Data Management services at Siel Bleu, 42 rue de la Krutenau, 67000 Strasbourg - France, or by email at fizzup@sielbleu.org. The User can also oppose the processing of his personal data, provided that legitimate reasons are given.

The User authorizes PF and me to use the data collected through PF and me in order to provide communities, coaches, and group classes near the User, and to adapt the exercises and sessions offered to the User.

11. Applicable legislation, jurisdiction, contract language

The terms and conditions for the use of the present PF and me site are regulated by French law, and the French language prevails with respect thereto, regardless of the location of use. In cases of dispute, and after a failed attempt to find an amicable solution, jurisdiction lies solely with the French courts.

LEGAL INFORMATION

Pursuant to the provisions of articles 6-III and 19 of Law no. 2004-575 dated 21-Jun-04 on Confidence in the digital economy, called L.C.E.N., we make users and visitors to: <https://pf-and-me.sielbleu.org/> aware of the following legal information:

The creator of the website is The Association of Sport Initiatives et Loisirs Bleu, addressed at **42 rue de la Krutenau 67000 Strasbourg**, SIRET number: **41538198700056**, and represented by its CEO and director of publication Clément MEISTERMANN

Email: fizzup@sielbleu.org