

ABOUT PIXWOO:

Pixwoo, the video gamer's social network

If you have any questions, please send an email:
contact@pixwoo.com

LEGAL NOTICE:

This Mobile App is designed, developed and published by Pixwoo, a simplified joint stock Company, with a capital of 46,875.00 euros, whose registered office is located at 199 Boulevard Saint-Germain - 75007 Paris - France, and which is registered with the Trade and Companies Register of Paris under the number 517 560 629 (hereinafter referred to as "Pixwoo").

Chief Editor: Pascal Vielhescaze
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The Mobile App is hosted by:
Google Cloud Platform
Address : 8, rue de Londres – 75009 PARIS – FRANCE

INTELLECTUAL PROPERTY

This Mobile App is protected by French and international legislation on intellectual and industrial property, both as they are applicable to its form (structure, layout, display, database etc.) and to its content (texts, images, sounds, videos, games etc.).

The contents displayed on this Mobile App are exclusive property of Pixwoo and/or its licensors and/or respective authors. Any reproduction, representation, diffusion or re-diffusion, in whole or in part, of the contents of this Mobile App on any medium and/or by any means whatsoever, as well as any sale, resale, retransmission or any other act tending to make such contents available to any third party in any manner whatsoever is strictly prohibited. Failure to comply with these restrictions shall constitute an infringement engaging the civil and criminal liability of its author.

For more information about the terms and conditions of use of the Mobile App including its contents, please refer to the applicable Terms and Conditions of Use.

PRIVACY

Pixwoo does not require users to disclose their personal data. However, to provide you with a full and suitable access to our services, you may have to register by entering certain personal data. Pixwoo hereby informs you that all such personal data as you may provide online are intended for use by Pixwoo, but may also be shared with its affiliates, with its partners and subcontractors, to the extent necessary for the fulfillment of the Terms and Conditions of Use or for marketing purposes, as indicated in our Privacy Policy. Said data shall not be disclosed to third parties other than third parties that host or are involved in the publishing or operation of the Mobile App.

Pixwoo undertakes to take all such reasonable measures that may be available to it in order to keep said personal data confidential.

Pursuant to the Act of January 6, 1978 on information technologies, data processing and individual freedoms, as amended, you are entitled to access your personal information and to have it amended, updated or deleted, where such information is incorrect, incomplete or outdated. You may also, on legitimate grounds, object to the processing of your personal information. Such objection may, however, prohibits Pixwoo from providing the requested service. You may refuse that any information pertaining to you is used, or communicated to any third party for commercial purposes. You may exercise this right at any time by sending a request in writing to: contact@pixwoo.com without having to justify your decision.

According to the Décret n°2007-451 of the 25th march of 2007, Pixwoo will answer to your request within two (2) months from its receipt, under the condition that this answer is complete and accurate. Failing that, Pixwoo will require you to complete it.

Besides, personal data, which may enable indirect identification, may also be collected and processed in order to better manage your connection and browsing on the Mobile App.

For more information about what personal information we may gather and how we use it, please refer to our Privacy Policy.

Pixwoo may amend this Legal Notice from time to time, without prior notice, by displaying the said changes on the Pixwoo's Mobile App.

TERMS AND CONDITIONS OF USE:

These Terms and Conditions of Use describe the terms under which Pixwoo offers you access to an interactive network, fully dedicated to video games.

Important! The following Terms and Conditions of Use govern your access to or use of the Mobile App and your use of the Account established with the Mobile App. By accessing, browsing, using, viewing, reading, printing, installing, or downloading any material from the Mobile App, or becoming a Member to the Mobile App, you represent and warrant that: i) you are at least thirteen (13) years and comply with the conditions of eligibility set forth in section 2 hereinafter; ii) you have read, understood and you agree to be legally bound by these Terms and Conditions of Use and to comply with all applicable laws and regulations; and iii) you have read and understood the terms and conditions of the Pixwoo's Privacy Policy. If you do not agree with these Terms and Conditions of Use, you are not allowed to use the Mobile App or any of its Services.

In addition, when using Services of the Mobile App you shall be subject to any policies, guidelines and rules applicable to such Services, which may be posted by Pixwoo from time to time. All such policies, guidelines and rules are hereby incorporated by reference into these Terms and Conditions of Use.

You express your agreement to these Terms and Conditions of Use by any act demonstrating your assent thereto, notably by clicking any button containing the words "I agree" or similar syntax or by merely accessing the Mobile App, whether you have read these Terms and Conditions of Use or not. You may submit a paper copy of this transaction and print this form for your personal records.

Please consult these Terms and Conditions of Use regularly and read them carefully before using the Mobile App.

SECTION 1 - DEFINITIONS

For the purpose of the Agreement, the following terms, wherever used herein, have the following meanings, irrespective of whether they are in the singular or in the plural:

"Account" means the account established by a Member in accordance with the terms and conditions of section 3 hereinafter, by providing the Registration Information, including the Member ID.

"Agreement" means these Terms and Conditions of Use, the Privacy Policy and the Legal Notice, whose are incorporated into the Agreement. In case of any conflict between these documents, the Terms and Conditions of Use shall prevail.

"Code of Conduct" means the provisions defined in section 7 of these Terms and Conditions of Use.

"Member": means any User registered on the Mobile App in connection with an Account.

"Member ID": means the Member identity among the Pixwoo Network.

"Mobile App": the present mobile app and any derivative address, excepting third party websites.

"Parties": means Pixwoo and any User or Member and **"Party"** means Pixwoo or any User or Member.

"Pixwoo", "we", "us", "our": means Pixwoo, a simplified joint stock Company, with a capital of 30.000,00 euros, whose registered office is located at 199 Boulevard Saint-Germain - 75007 Paris - France, and which is registered with the Trade and Companies Register of Paris under the number 517 560 629, and/or its affiliates.

“Privacy Policy”: means the document explaining our online information practices and the choices you can make about the way your information is collected and used among Pixwoo’s network.

“Registration Information”: means the information collected by Pixwoo when creating an Account.

“Services”: means all the on-line services provided by Pixwoo to its Members via the Mobile App, notably discuss and share around video games, send and receive messages, share information, pictures and video with the Pixwoo community.

“Submissions”: means all data, text, music, sound, photographs, comments, feedback, suggestions, postings, e-mails and similar information or materials that you submit to Pixwoo regarding the Mobile App and/or the Services.

“Terms and Conditions of Use”: means the present document; any amendment thereof in accordance with the Terms and Conditions of Use.

“User”, “you”, “your”: means you, as a User or a Member of the Mobile App.

SECTION 2 - ELIGIBILITY TO USE PIXWOO’S MOBILE APP

By accepting these Terms and Conditions of Use in connection with an Account, you represent and warrant that:

- you are at least eighteen (18) years old, or the legal age of majority where you reside if that jurisdiction has an older age of majority, and you have the legal authority to enter into this Agreement, or
- you are at least thirteen (13) years old and less than eighteen (18) years of age and (i) your parent or legal guardian has allowed you to have an Account, to participate in the Services, and to provide your personal information in connection with the Services; and (ii) your parent or legal guardian has read and accepted Terms and Conditions of Use on your behalf.

If you are under thirteen (13) years of age, then please do not use the Mobile App.

SECTION 3 - ACCOUNT

By creating an Account, you must meet the following criteria and represent and warrant that:

- you have full power and authority to enter into this Agreement and doing so will not breach any other agreement to which you are a party;
- you agree to provide at your cost all equipment, software, and internet access necessary to use the Services;
- you are not currently prohibited from having an Account;
- you are not a competitor of Pixwoo or are not using the Services for reasons that are in competition with Pixwoo;
- you will only maintain one Account at any given time;
- you will not breach any rights of Pixwoo, including intellectual property rights such as copyright or trademark rights.

When creating a Member ID in connection with an Account, you agree to (i) provide true, accurate, current and complete information as requested in the required fields, (ii) promptly maintain and update such Member ID to keep it true, accurate, current and complete and (iii) comply with the specific provisions of the Code of Conduct applicable to the creation of your Member ID. The personal information you provide shall be subject to our Privacy Policy.

You, as creator of your Member ID, are completely responsible for your Member ID. Pixwoo will not tolerate offensive or obscene Member identities. If a Member ID violates any part of these terms, we may immediately, temporarily, or permanently ban such a Member ID, according to applicable provisions of our Code of Conduct.

Pixwoo is not responsible for any misuse of your Member ID. In this context, you agree to hold Pixwoo and its and its affiliates, licensors, contractors, officers, directors, shareholders, agents, representatives, partners, vendors, and content providers harmless for any improper use of such identity including, but not limited to, improper use by someone to whom you revealed your password.

SECTION 4 - USE OF MEMBER ID/PASSWORD

If you register and/or set up an Account on the Mobile App, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize any third party to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our prior written approval. Any attempt to do so will be null and void and shall be considered as a material breach of these Terms and Conditions of Use.

You are solely responsible for all usage or activity on your Account including, but not limited to, use of the Account, including your Member ID, by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your Account resides or is accessible.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update process on the Mobile App, if available, and notify us at the following address: contact@pixwoo.com.

SECTION 5 - LICENSE OF USE

Subject to the terms of this Agreement, Pixwoo grants you, for your personal use only a non-exclusive, revocable, nontransferable license to use the Services offered by the Mobile App.

You may not:

- sublicense, rent, lease, loan, sell or otherwise transfer the Services (or any part thereof);
- create any derivative works in respect of the Mobile App and/or the Services;
- otherwise use the Services except as expressly provided in this Agreement.

All rights with respect to the Mobile App and/or the Services not specifically granted under this Agreement, including without limitation all rights of reproduction, modification, distribution, display, disassembly and decompilation and all copyright, patent, trademark, trade secret and other proprietary rights and interests, are reserved to Pixwoo and/or its licensor(s).

Pixwoo and/or its licensors retain exclusive right, title and interest (including all intellectual property rights) in and to the Mobile App and the Services, copies thereof, and all error corrections, bug-fixes, patches, updates, derivative works, improvements, modifications thereto (whether made by Pixwoo, its licensors, you, or otherwise), including, but not limited to, any titles, computer code, themes, design, graphics, structure, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, character inventories, structural or landscape designs, animations, sounds, musical compositions, audio-visual effects, storylines, character likenesses, methods of operation, any related documentation. The rights described in the foregoing sentence are the exclusive property of Pixwoo and/or its licensors and are protected by the international copyright treaties and conventions, and/or other applicable laws.

SECTION 6 - MEMBERS SUBMISSIONS

Member ID and Submissions are not confidential and will become the property of Pixwoo upon submission. You agree to assign and grant to Pixwoo an irrevocable, transferable, royalty-free worldwide license for all the duration of the intellectual property rights therein, including but not limited to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, quote, re-post, reproduce, modify, distribute, transmit, broadcast, and otherwise communicate, and publicly display the Member ID, the use of the Mobile App and in generally of the Services by the Members and Submissions in any way and by any mean whatsoever, with or without attribution to your Member ID, notice or compensation to you.

You acknowledge that you are solely responsible for the Submissions that you provide and for managing your Member ID. You have full responsibility for your Submissions and Member ID, including their legality, reliability, appropriateness, originality and intellectual property. You understand that by using the Mobile App you may be exposed to submissions that are offensive, indecent or objectionable. Pixwoo shall not be liable in any way for any Submission, including, but not limited to, any errors or omissions in any submission, or any loss or damage of any kind incurred as a result of the use of any Submission posted, e-mailed, transmitted or otherwise made available via the Mobile App.

All materials published and similar venues on the Mobile App are considered public. Therefore, Pixwoo strongly recommends that you not publish any personal information about yourself or others on or through the Mobile App. Pixwoo reserves the right to screen, refuse or move any Submission and to remove any Submission deemed objectionable or which violates the terms hereof.

By providing any Submission and/or information to us, you represent and warrant that you are entitled to submit Submission and/or information and that the Submission and/or information is accurate, not confidential, and not in violation of any contractual restrictions or other third parties rights. It is your responsibility to keep your Pixwoo profile information accurate and updated.

SECTION 7 - CODE OF CONDUCT

You hereby acknowledge and accept that your use of the Services is governed by certain rules under our Code of Conduct, incorporated in these Terms and Conditions of Use. It is your responsibility to know, understand and abide by this Code of Conduct. The following rules are not meant to be exhaustive and Pixwoo reserves the right to take any disciplinary measure as it sees fit up to, including termination and deletion of the Account. Pixwoo reserves the right to modify this Code of Conduct at any time.

7.1 - Rules Related to Member ID

When you choose a Member ID, you must abide by the following guidelines as well as the rules of common decency. If Pixwoo finds such a label to be offensive or improper, it may, in its sole and absolute discretion, change the name, remove the label, and/or suspend or terminate your use of the Services. In particular, you may not use any name:

- belonging to another person;
- that incorporates vulgar language or which are otherwise offensive, defamatory, obscene, hateful, or racially, ethnically or otherwise objectionable;
- subject to the rights of any other person or entity without written authorization from that person or entity;
- that belongs to a popular culture figure, celebrity, media personality, popular or high-profile personalities if you are not such person;
- that is, contains, or is substantially similar to a trademark or service mark, whether registered or not;
- belonging to any religious figure or deity;
- related to drugs, sex, alcohol, or criminal activity;
- referring to pop culture icons or personas;
- that incorporates titles, such as "rank" titles.

7.2 - Rules Related to Interaction with other Users and/or Members

You may not:

- transmit or post any content or language which, in the sole and absolute discretion of Pixwoo, is deemed to be offensive, including without limitation content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may you use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;
- carry out any action with a disruptive effect, such as setting up macros with large amounts of text that, when used, can have a disruptive effect on the use of the Mobile App and/or the Services;
- disrupt the normal flow of the use of the Mobile App and/or the Services or otherwise act in a manner that negatively affects other Users and/or Members including without limitation posting commercial solicitations and/or advertisements for goods and services available outside of the Mobile App;
- send repeated unsolicited or unwelcome messages to a single User or repeatedly posting similar messages within the framework of the use of the Mobile App and/or the Services, including without limitation continuous advertisements to sell goods or services.

7.3 - Rules Related to the Services

Without limiting the generality of these policies, you understand that the following actions are examples of behavior that violate these Terms and Conditions of Use and may result in any of your Account being immediately terminated, without prejudice to the other rights that Pixwoo may have:

- uploading, posting, emailing, transmitting or otherwise making available (i) any Submission that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of

another's privacy, hateful, or racially, ethnically or otherwise objectionable and/or (ii) any Submission that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party and/or (iii) any unsolicited or unauthorized advertising, promotional materials, spam, or any other form of solicitation and/or (iv) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- harming minors in any way whatsoever;
 - harassing, stalking or threatening any other User/Member of the Mobile App or employee or contractor of Pixwoo;
 - impersonating another person, indicating that you are a Pixwoo employee or a representative of Pixwoo (if you are not), or attempting to mislead Users by indicating that you represent Pixwoo in any way whatsoever;
 - attempting to obtain a password, other Account information, or other private information from any other User and/or Member;
 - uploading any software, files or content to the Mobile App that you do not own or have the legal right to freely distribute, or that contain a virus or corrupted data, or any other malicious or invasive code or program;
 - posting messages for any purpose other than personal communication, including without limitation advertising, promotional materials, chain letters, pyramid schemes, political campaigning, mass mailings and sending "spam", or making any commercial use of our Services, unless prior and written consent of Pixwoo;
 - collecting or storing personal data about other users and/or members in connection with the prohibited conduct and activities set forth in these Terms and Conditions of Use;
 - forging headers or otherwise manipulate identifiers in order to disguise the origin of any Submission transmitted through the Services;
 - improperly using any support functions or complaint buttons, or making false complaints or other reports to Pixwoo staff members;
 - uploading or transmitting, or attempting to upload or transmit, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, gifs, 1x1 pixels, web bugs, and other similar devices;
 - using or launching any automated system, including, without limitation, any spider, boot, cheat utility or offline reader that accesses a Pixwoo, or using or launching any unauthorized script or other software;
 - interfering with or disrupting the Services or servers or networks connected to the Services, or disobeying any requirements, procedures, policies or regulations of networks connected to the Services, including using any device, software or routine to bypass our robot exclusion headers;
 - using a false e-mail address or otherwise disguising the source of any Submission, or using tools which anonymize your internet protocol address;
 - interfering or circumventing any Pixwoo security feature or any feature that restricts or enforces limitations on use of or access to the Mobile App and/or Services;
- ¥ intentionally or unintentionally violating any applicable local, state, national or international law.

You acknowledge that Pixwoo may or may not pre-screen Submissions, but that Pixwoo shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse, or remove any Submission that is available via the Services. Without limiting the foregoing, Pixwoo shall have the right to remove any Submission that violates the Terms and Conditions of Use or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

SECTION 8 - CLAIMS REGARDING SUBMISSIONS

Pixwoo respects intellectual property rights of third parties. Accordingly, this Agreement requires that Submissions posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, Pixwoo provides a process for complaints regarding Submissions and intellectual property rights infringement.

In this context, you represent and warrant that you have all necessary rights in and to any materials that you post on the Mobile App, including your Submissions, that such materials do not infringe any proprietary or other rights of third parties, that all such content is accurate and will not cause injury to any person or entity, and that you will indemnify Pixwoo and its affiliates, licensors, contractors, officers, directors, shareholders, agents, representatives, partners, vendors, and content providers for all claims resulting from your Submissions. If any such materials incorporate the name, voice, likeness and/or image of any individual, you represent and warrant that you have the right to grant Pixwoo permission to use any such name, voice, likeness and/or image of such individual appearing in the materials you post, throughout the world for all the duration of the intellectual property rights therein.

8.1- Claims regarding intellectual property rights infringement:

If you believe that your original work has been copied without your authorization and is available in the Mobile App in a way that may constitute intellectual property infringement, you may provide notice of your claim to Pixwoo. To be effective, your notice must include the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- a description of the original work that is allegedly infringed;
- the location in the Mobile App of the alleged infringing material;
- information reasonably sufficient to permit Pixwoo to contact you, such as address, telephone number, and, if available, an e-mail address at which you may be contacted;
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
- a statement that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

8.2 - Claims regarding contents and/or submissions, (other than intellectual property rights infringement)

If you consider that a submission and/or content in the Mobile App is/are abusive, you may provide notice of your claim to Pixwoo. To be effective, your notice must include the following information:

- your physical or electronic signature;
- a description of the alleged abusive submission/content;
- the location in the Mobile App of such submission/content;
- information reasonably sufficient to permit Pixwoo to contact you, such as address, telephone number, and, if available, an e-mail address at which you may be contacted.

SECTION 9 - THIRD PARTY WEBSITES

Clicking a hyperlink may direct you away from the Mobile App. Pixwoo does not endorse or control any third-party linked websites and has no association with the owners or operators of such websites. Therefore, Pixwoo shall not be liable for any content or operation of any third party website, available from the Mobile App. Moreover, third party websites may have different terms and conditions of use and different privacy policies. Pixwoo therefore strongly recommends that you inform yourself regarding the practices of third party websites.

Your communications or business dealings with, or participation in promotions of, advertisers found on or through the Mobile App, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Pixwoo shall not be responsible or liable for any loss or damage of any way whatsoever incurred as a result of any such dealings or as a result of the presence of such advertisers on the Mobile App.

SECTION 10 - INTERRUPTION OF SERVICES

Pixwoo reserves the right to interrupt the Services from time to time on a regularly scheduled basis or otherwise with or without prior notice in order to perform maintenance. You agree that Pixwoo will not be liable for any interruption of the Services, delay or failure to perform resulting from any causes whatsoever.

You acknowledge that the Services may be interrupted for reasons beyond the control of Pixwoo, and Pixwoo cannot guarantee that you will be able to access the Services or your Account whenever you may wish to do so. Pixwoo shall not be liable for any interruption of the Services, delay or failure to perform resulting from any causes whatsoever.

Pixwoo has the right at any time with or without reason to change and/or eliminate any aspect(s) of the Services as it sees fit in its sole discretion.

SECTION 11 - COMMERCIAL ACTIVITY AND UNSOLICITED E-MAIL

You may not use the Mobile App to collect information, including login names, about other users, and use of such information to send unsolicited e-mail or for any other purpose is strictly prohibited. You may not advertise any goods or services on any Services, or otherwise exploit your participation on or through any Services for any commercial purpose.

SECTION 12 - WARRANTIES

You expressly acknowledge and agree that:

- your use of the Mobile App is at your sole risk. the services offered by the latter is provided on a "as is » basis. Pixwoo and its affiliates, licensors, contractors, officers, directors, shareholders, agents, representatives, partners, vendors, and content providers expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- Pixwoo and its affiliates, licensors, contractors, officers, directors, shareholders, agents, representatives, partners, vendors, and content providers make no warranty that (i) the Mobile App and/or the services offered by the latter will meet your requirements; (ii) the Mobile App will be uninterrupted, timely, secure or error-free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the Mobile App will meet your expectations; and (iv) any errors in the Mobile App and/or the services will be corrected;
- any material downloaded or otherwise obtained through the use of the Mobile App and/or the Services is accessed in your own discretion and risk, and you will be solely responsible for any damage to your computer system, mobile phone and/or digital tablet or loss of data that results from the download of any such material;
- no advice or information, whether oral or written, obtained by you from Pixwoo or through or from the Mobile App shall create any warranty not expressly stated in the terms and conditions of use;
- a small percent of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the Mobile App.

SECTION 13 - INDEMNIFICATION

You agree to defend, indemnify and hold harmless Pixwoo and its affiliates, licensors, contractors, officers, directors, shareholders, agents, representatives, partners, vendors, and content providers from and against any and all liabilities, claims and expenses, including attorneys' fees, that arise from a breach of these terms and conditions of use and more generally the agreement for which you are responsible or in connection with your transmission of any information and/or submission. without limiting your indemnification obligations described herein, Pixwoo reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

SECTION 14 - LIABILITY

We try to keep Pixwoo bug-free and safe, but you use the Mobile App and the services offered by the latter at your own risk. We are providing the services "as is" without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the Mobile App and the services offered by the latter will be safe and/or secure. Pixwoo is not responsible for the actions, content, information, or data of third parties, and you release us, our affiliates, licensors, contractors, officers, directors, shareholders, agents, representatives, partners, vendors, and content providers from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. Pixwoo shall not - for any reason whatsoever - be liable to you for any indirect, incidental, special or other consequential damages including, without limitation, personal injury, property damage, lost profits or data loss arising in connection with your use of or inability to use the Mobile App and/or the services, arising out of or in connection with this agreement, even if Pixwoo has been advised of the possibility of such damages. Pixwoo's aggregate liability arising out of this agreement shall not exceed fifty euros (50€). applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you and in such cases, Pixwoo's liability will be limited to the fullest extent permitted by applicable law. This limitation of liability shall apply regardless of the form of action, whether in contract or tort.

SECTION 15 - CHILDREN

This Mobile App is exclusively intended for use by persons over the age of thirteen (13). Pixwoo strongly encourages parents to take an active role in their children's use of the Internet, and to inform them of the potential dangers of providing information about themselves over the Internet.

We strongly encourage Users, Members of the Mobile App and parents of such Users/Members to refer to the Pan European Games Information (PEGI) age rating system for interactive games to determine whether video game is appropriate for you / your child. PEGI age rating system aim is to ensure that minors are not exposed to games that are unsuitable for their particular age group.

If you wish to report an age-related issue such as a child accessing the Services, or an adult having inappropriate contact with a child on the Services, please immediately contact us at contact@pixwoo.com.

SECTION 16 - TERMINATION OF THE AGREEMENT

You may terminate your Pixwoo Account, any associated email address and access to the Services by submitting such termination request to Pixwoo.

You agree that Pixwoo may, without prior notice, immediately terminate, limit your access to or suspend your Account, any associated email address, and access to the Services. Cause for such termination by Pixwoo, limitation of access or suspension shall include, but not be limited to:

- breaches of the Terms and Conditions of Use or other incorporated agreements or guidelines, in particular the Privacy Policy;
- requests by law enforcement or other government agencies;
- discontinuance or material modification to the Services (or any part thereof);
- unexpected technical or security issues or problems;
- extended periods of inactivity;
- engagement by you in fraudulent or illegal activities.

Further, you agree that any termination, limitation of access and suspension for cause shall be made in Pixwoo's sole discretion and that Pixwoo shall not be liable to you or any third party for any termination of your Account, any associated email address, or access to the Services.

Termination of your Account includes any or all of the following:

- removal of access to all or part of the Services;
- deletion of your Member ID and password under the terms and conditions of the Privacy Policy (or any part thereof);
- barring of further use of all or part of the Services.

SECTION 17 - MISCELLANEOUS PROVISIONS

17.1 - Severability

If any part of these Terms and Conditions of Use are held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. If any provision of these Terms and Conditions of Use is found to be illegal or unenforceable, these Terms and Conditions of Use will be deemed modified to the extent necessary to make them legal and enforceable, and will remain, as modified, in full force and effect.

17.2 - Entire agreement; modifications

The Agreement, including all terms and policies referenced herein, contain the entire understanding, and supersede all prior agreements, between you and Pixwoo relating to this subject matter, and cannot be changed or terminated orally.

Notwithstanding this section 17.2, Pixwoo reserves the right to amend these Terms and Conditions of Use and its policies, guidelines, and specific rules at any time and in any manner.

You shall periodically check this page for any modifications regarding these Terms and Conditions of Use by re-visiting this page. It being agreed that the updated version supersedes any prior version immediately upon posting. You may use and access the Mobile App solely in accordance with these Terms and Conditions of Use.

17.3 - Notices

Notices to you may be made via either email or regular mail. Pixwoo may also provide notices of changes to the Terms and Conditions of Use or other matters by displaying notices or links to notices to you generally on the Mobile App.

17.4 - Assignment and transfer

PIXWOO may assign or transfer by any operation of law or otherwise, its rights and obligations under the Agreement to any third party, without prior notice.

17.5 - Force Majeure

Neither Party shall be liable to the other for any failure to perform its obligations under the Agreement due to an event of force majeure as usually recognized by French Courts.

17.6 - Waiver

The waiver or the failure by either Party to claim a breach by the other Party of any of its obligations under the Agreement shall not be construed as a waiver of such obligation for the future. Any waiver shall only be effective subject to an amendment pursuant to the terms of section 17.2 hereunder.

17.7 - Proof

Unless otherwise provided in the Agreement, the files, data, messages and digitized records stored in Pixwoo's data processing systems shall be admitted as a proof of the facts and communications between the Parties. Unless otherwise demonstrated, records shall be presumed to have been stored under reasonably secure conditions if such messages, data and other documents are systematically recorded on durable and inalterable media.

Any notice required under the Agreement shall be given in writing to the other Party at the address set personally or any address duly notified, sent by registered letter, return receipt requested, in accordance with the terms of the Agreement.

17.8 - Language

The Agreement is in the French language, which language shall be controlling in all respects. Should the Agreement be translated in any other language, its French version only shall be binding on the Parties. Furthermore, all communications and notices made or given pursuant to the Agreement shall be in the French language.

17.9 - Governing law

The Agreement shall be governed and construed according to French law.

17.10 - Jurisdiction

The Parties agree that they will try to reach an out-of-court settlement for any dispute, controversy or claim arising out of or in connection with the performance or the construction of the Agreement. If it cannot be resolved, the dispute, controversy or claim will be resolved exclusively before the competent Court of Paris - France, notwithstanding multiple defendants or third- party proceedings. This jurisdiction shall also apply to urgent proceedings.

SECTION 18 - CONTACT

Should you have other questions or concerns about these Terms and Conditions of Use, please e-mail us at contact@pixwoo.com.

PRIVACY POLICY:

Your privacy is important to us. As such, we provide this Privacy Policy explaining our online information practices and the choices you can make about the way your information is collected and used among Pixwoo's network.

To make this notice easy to find, we make it available easily on the Mobile App, where personally identifiable information may be requested.

Any use of Pixwoo's Mobile App implies the entire acceptance of this Privacy Policy and the Terms and Conditions of Use.

I - OUR COMMITMENT TO PRIVACY

Pixwoo processes your personal data in conformity with this Privacy Policy and in strict compliance with the rules of French and European data protection legislation. You should read carefully this Privacy Policy, as it specifies which rights you have and how you can exercise your rights.

II - THE INFORMATION WE COLLECT

Pixwoo collects certain personal information, notably when you register with Pixwoo, when you use Pixwoo's services and when you visit Pixwoo's pages. Pixwoo may combine information about you that we have with information we obtain from business partners or other companies.

If you have any hesitation about providing data to us and/or having your data displayed on Pixwoo's Mobile App or otherwise used in any manner permitted in this Privacy Policy and/or in our Terms and Conditions of Use, you should not become a member of Pixwoo's community; and, if you are already a member, you should close your Account.

A. Registration

During the process of registering on Pixwoo's Mobile App, you may be required to provide certain information, such as your name, mailing address and/or zip code, e-mail address, phone number, birth date or year and/or password.

B. Profile data

Once you become a member, you may provide additional data in the "My Profile" section in order to describe your interests and your activity around video games. You can use the "My Profile" section to share as much information about yourself as you wish.

Providing additional data about yourself beyond what is required upon registration is entirely up to you, but providing additional data enables you to derive more benefit from Pixwoo's experience. Any data you provide at registration or in the « My Profile » section may be used by Pixwoo as described in the Terms and Conditions of Use and this Privacy Policy. For this reason, please use care in providing information that you may not want to disclose publicly.

C. Communications

Many communications you initiate through Pixwoo will list your name in the header of the message. Messages you initiate may also provide aggregate data about your network.

Additionally, if you contact Pixwoo by any way whatsoever, we may keep a record of such correspondence. Thus, if you report an issue with Pixwoo's Mobile App, we may collect such information in a file specific to you. Moreover, if you contact us through our feedback area, we require your name and email address in order to send you a reply. Additionally, if other users or third parties send us correspondence about your activities or contributions on Pixwoo's Mobile App, we may keep the information in a file specific to you.

D. Web beacon

A "web beacon" is a tiny graphic with a unique identifier that is placed on a web page or within an email. It is similar in function to a cookie, and is used to collect a limited set of information, such as time and date of page view, and a description of the page on which the web beacon resides. Pixwoo and its third party advertisers may use web beacons to compile aggregate statistics about which advertisements and promotions users have seen and how users responded to them. This information helps us better manage

content on Pixwoo's Mobile App by informing us what content is effective. In addition, we may use web beacons in our promotional e-mail messages to count how many messages and which emails have been opened and acted upon. This use allows us to gauge the effectiveness of certain communications and our marketing campaigns. Pixwoo associates web beacons to individual member personal information for internal purposes only.

E. Log files

Like most standard Mobile App, we use and maintain the information that we obtain from our server logs. This information can include Internet protocol (IP) addresses, browser type, Internet service provider (« ISP"), and other data. We may use this information to analyze trends, administer the Mobile App, track user movement, detect fraud or other types of abuse, and gather broad demographic information for aggregate use. We may associate this information with your personally identifiable information to resolve technical issues, support security for our users, and take action on any activity that may violate this Privacy Policy or the Terms and Conditions of Use.

F. Web tools

We use the following web tools to analyze and monitor the use of Pixwoo's Mobile App:

- Google Analytics;

Such web tools generate statistical and other information about Mobile App use. The information generated relating to Pixwoo's Mobile App is used to create reports about the use of the Mobile App. Google may store this information. Their privacy policies are available at:

<http://www.google.com/privacypolicy.html>, for Google Analytics;

III - THE WAY WE USE PERSONAL INFORMATION

Your personal data collected by Pixwoo are solely dedicated to:

- operate and improve Pixwoo's Mobile App, services and offerings available through Pixwoo's network;
- personalize the content and advertisements provided to you;
- communicate with you and respond to your inquiries;
- conduct research about your use of Pixwoo's Mobile App; and
- help offer you other products or services that may be of interest.

A. Consent to Pixwoo processing your personal data

By providing data to us for the purposes of creating your Account or adding any additional details to your Pixwoo profile, you are expressly and voluntarily accepting the terms and conditions of this Privacy Policy and Pixwoo's Terms and Conditions of Use that allow Pixwoo to process data about you. Supplying data to Pixwoo, including any data deemed "sensitive" by applicable law, is entirely voluntary on your part. You have the right to withdraw your consent to Pixwoo's collection and processing of your data at any time, in accordance with the terms of this Privacy Policy and the Terms and Conditions of Use, by changing your settings, or by closing your Account, but please note that your withdrawal of consent will not be retroactive.

B. Pixwoo communications

You can change your e-mail and contact preferences at any time by logging into your Account and changing your settings related to your email notification choices. If you wish, you can also opt-out of receiving promotional emails by sending a request to Pixwoo's customer service through our customer service at contact@pixwoo.com. Please be aware that you cannot opt-out of receiving service messages from Pixwoo.

C. Third party offers and advertising

Pixwoo allows other companies, such as its marketing partners and companies that are affiliated with us, to offer their products and services to you, to register you on their websites, or to communicate with you about their products and services at a future date, through Pixwoo's Mobile App or by email. Whether or not you decide to participate in such an offer is up to you.

As noted above, we may use your information to provide you with advertisements that are targeted to your specific needs and interests. These advertisements link directly to third party websites. Pixwoo has no control over the content or privacy policies of such websites, and therefore we encourage you to review such content and policies prior to submitting any personal information to them. We share certain aggregate information, such as demographic information and the number of times its users have viewed an advertisement, with our third party advertisers.

Pixwoo may use aggregated, statistical information to describe our membership and to establish advertising and other business relationships with third parties. Pixwoo may serve you with targeted advertisements based on your information, but Pixwoo does not provide any of your Information to an advertiser or any third party with the exception of those uses expressly disclosed in this policy. However, if you click or view an advertisement on Pixwoo's Mobile App, then you consent to the likelihood that the advertiser will assume that you meet the targeting criteria, if any, that we use to display such advertisement and, as described above, you will be subject to the advertiser's privacy policy and information collection practices.

Pixwoo may allow certain companies to display advertisements on Pixwoo's Mobile App. In this way, ad networks may compile information about where you, or others who are using your computer, saw its advertisements and determine which ads are clicked on. This information allows an ad network to deliver targeted advertisements that they believe will be of most interest to you. Pixwoo may share certain non-personally identifiable information about you, such as your gender, age or zip code, with ad networks to help them deliver more relevant advertisements through their ad networks. Pixwoo does not have access to or control over these parties' privacy policies or information collection practices.

D. Surveys

From time-to-time Pixwoo may request information from our users via surveys relating to our services or on behalf of our affiliates or third-party advertisers. When you participate in a survey, you may be requested contact information (such as your name and email address), or demographic information (such as your zip code and age). Pixwoo conducts surveys relating to its own products or services in order to target advertising and content and to better understand members' needs and opinions. Pixwoo may share, in aggregate form, information it collects from these surveys with its advertisers, partners, affiliates and the general public, but will not share survey information containing personally identifiable information with any third party without your prior consent. Participation in these surveys is completely voluntary, such that you have the choice of whether or not you wish to disclose the requested information. However, we encourage our members to participate in these surveys as they provide us with important information that helps us to improve our services or services that may be offered on Pixwoo's Mobile App or via email by our affiliates or third-party advertisers.

E. Information publicly displayed

Any of your information that is publicly displayed on Pixwoo's Mobile App may appear in the results of searches conducted on Internet search engines while you are a member of Pixwoo's Mobile App and potentially for some time period after your membership is terminated, depending upon the search engine's indexing practices. Some or all of this same information may also be displayed in the results of searches on third party websites that provide people search and other similar services in order to make it easier for people to find you on Pixwoo's Mobile App. If you do not wish to have your information displayed on these search engines or other third party websites, you can opt out by removing your Account from Pixwoo's Mobile App. You should be aware that any personally identifiable data and more generally, any Submission you choose to provide there can be read, collected, or used by other users of the Mobile App, as well other third parties, and could be used to send you unsolicited messages.

F. Compliance with legal process

It is possible that Pixwoo may need to access and disclose, without your consent, your personal data, any communications sent or received by you, and any other information that we may have about you or your Account (i) when required by law, regulation, rule or court order; pursuant to requests from governmental, regulatory or administrative agencies or law enforcement authorities; or (ii) to prevent, investigate, identify persons or organizations potentially involved in illegal activities, or (iii) to take any action regarding suspected fraud, violations of our Terms and Conditions of Use, or activity that appears to us to be illegal or may expose us to legal liability. Additionally, we may disclose your information in situations that we believe to be emergencies involving potential threats to the physical safety or any person or property, if we believe that your personal data in any way relates to that threat.

G. Affiliates and business transitions

Pixwoo may share your information with its affiliates that are subject to privacy policies that protect your personally identifiable information from disclosure to third parties in a manner similar to this Privacy Policy. In the event that Pixwoo (or its parent corporation) goes through a business transition, such as a merger, acquisition, liquidation or sale of all or a portion of its assets, ou users' personal information will, in most instances, be part of the assets transferred. Members may be notified of any such business transition via e-mail and/or notice on Pixwoo's Mobile App.

IV - STORAGE TERMS

Pixwoo applies the following storage terms:

- Information uploaded by you are stored during a period of six (6) months after you delete this information, or delete your Account; it being agreed that you can delete your Account at any time. If you do not log in on your Account during a period of two (2) years, Pixwoo may - at its sole discretion - remove your Account without further formality.
- History and logs: stored during a period of six (6) months after the history item or log event was created.

V - OUR COMMITMENT TO DATA SECURITY

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have set up appropriate physical, electronic, and managerial procedures to safeguard and secure the personal information we collect.

However, since the internet is not a 100% secure environment, Pixwoo cannot ensure or warrant the security of any data you transmit to Pixwoo. There is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login data. Please note that emails, instant messaging, and similar means of communication with other users of Pixwoo are not encrypted. Thus, we strongly advise you not to communicate any confidential data through these means.

VI - OUR COMMITMENT TO CHILDREN PRIVACY

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at Pixwoo's Mobile App from those we actually know are under thirteen (13). Moreover, use of Pixwoo is intended solely for users who are thirteen (13) years of age or older. Any registration, use of or access to Pixwoo's Mobile App, by anyone under thirteen (13) is unauthorized and is in violation of this Privacy Policy.

VII - HOW YOU CAN ACCESS OR CORRECT YOUR INFORMATION

A. Data choices

Pixwoo provides you with ways in which you can modify your information. To make changes to your information, please login to Pixwoo's Mobile App and go to the « My Profile » and « Modify » sections on Pixwoo's Mobile App. Here you may change such information as your name, birth date, mailing address, e-mail address, password and payment information. In addition, you can go to your profile on Pixwoo's Mobile App, where you can edit various pieces of information or content that you submitted to the Mobile App. If you have questions about updating your information, please visit the Help section on Pixwoo's Mobile App. Please be aware that even after your request for a change is processed, Pixwoo may, for a time, retain residual data about you in its backup and/or archival copies of its database.

B. Right of access

Pixwoo reminds you that, pursuant to the Act of January 6, 1978 on information technologies, data processing and individual freedoms, as amended, you are entitled to access your personal information and to have it amended, updated or deleted, where such information is incorrect, incomplete or outdated. You may also, on legitimate grounds, object to the processing of your personal information. Such objection may, however, prohibit Pixwoo from providing the requested service. Anyone, without having to justify his/her decision, may refuse that any information pertaining to her/him is used, or communicated to, any third party

for commercial purposes. You may exercise this right at any time by sending a request in writing to: contact@pixwoo.com

According to the Décret n°2007-451 of March 25, 2007, Pixwoo will answer to your request within two (2) months from its receipt, under the condition that this request is complete and accurate. Failing that, Pixwoo will require you to complete it.

VIII - HOW TO CONTACT US

Should you have other questions or concerns about this Privacy Policy and/or its implementation, please e-mail us at: contact@pixwoo.com.

IX - CHANGES TO THIS PRIVACY POLICY AND ADDITIONAL INFORMATION

Pixwoo may update this Privacy Policy from time to time, and so you should review this Privacy Policy periodically. If there are significant changes to this Privacy Policy, you will be provided with appropriate online notice. You may be provided other privacy-related information in connection with your use of offerings from Pixwoo Mobile App, as well as for special features and services not described in this Privacy Policy that may be introduced in the future.