

GENERAL TERMS AND CONDITIONS OF SALE AND USE

PREAMBLE – DEFINITIONS

ATOM operates a digital platform enabling:

- Event organisers to set up an ambassador programme,
- Event participants to become ambassadors and earn rewards,
- Commercial companies to test their products or services with participants.

The expressions and terms used in these General Terms and Conditions of Sale and Use shall have the meanings assigned to them below:

Event	Refers to events implemented on the Platform by the Organiser
Participants	Refers to natural or legal persons visiting the Platform with a view to participating in an Event.
Organiser	Refers to the Organiser of one or more Events under the terms of which it offers an Ambassador Programme.
Code of Conduct	of Refers to the document governing the Ambassador Programme, acceptance of which is mandatory in order to participate in the Ambassador Programme.
GTCU	Refers to these General Terms and Conditions of Sale and Use governing the use of the Platform, the Ambassador Programme and, more generally, the Services provided by ATOM.
Ambassador Participant	Refers to the Participant who has signed up to the Ambassador Programme offered by an Organiser for a specific Event via the Platform operated by ATOM.
Ambassador Programme	Refers to the programme through which the Participant offers third parties the opportunity to purchase a ticket to access an Event via a link generated by the Platform. Each ticket purchased via the ambassador link allows the Participant to accumulate Rewards.
Reward	Refers to the rewards accumulated by an Ambassador Participant as part of the Ambassador Programme or by a Participant by taking part in Brand Games.
Account	Refers, when not specified, independently to the Personal Account created by the Participant, the Organiser or a Brand. Otherwise, if the term Account refers to one of the parties, it refers to the Account created by that party.
Brand	Refers to legal entities wishing to list their brand(s) on the Platform as part of an Event and in partnership with the Organiser concerned. Brands allow Participants to earn Rewards when they participate in their Games.
Partnership	Refers to the collaboration between an Organiser and a Brand, regardless of the mode and form of the partnership established.
Games	Refers to games, surveys, questionnaires, quizzes, polls or other interactive means whereby the Participant, subject to participation, may benefit from Rewards.
Link	Refers to the referral link of the Ambassador Participant generated by the ATOM Platform as part of the Ambassador Programme.
Platform	Refers to the SaaS (<i>Software as a Service</i>) digital platform accessible via the marketplace.atom.fans website (and its subdomains) or the application downloadable from the iOS or Android app stores and operated by ATOM.

Referral	Refers to the individual or legal entity sponsored under the Ambassador Programme.
ATOM	Refers to the company ATOM , a simplified joint stock company with a capital of €30,000 located at 61, avenue Pioche – 64200 BIARRITZ, registered in the Bayonne Trade and Companies Register under number 928 416 494 and represented by its legal representative.
Services	Refers to the services offered by ATOM, namely the use of the Platform and the Ambassador Programme or any other service available on the Platform.
Members	Refers independently to the Participant, the Ambassador Participant, the Organiser or the Brand, as well as any person visiting the Platform operated by ATOM and having created an Account.
Internet user	Refers to any person visiting the Platform operated by ATOM.

Unless expressly stated otherwise or if the context requires a different meaning:

(i) references herein to the preamble and articles shall, unless otherwise specified, be understood as references to the preamble and articles of the GTCU;

(ii) words in the plural shall include the singular and vice versa;

(iii) references to a legal provision shall include, where applicable, any amendment or new enactment of that provision, as well as any legal instrument, regulation or order relating to that provision or its new enactment; and

(iv) references to a document refer to that document as it may be amended, replaced by novation or supplemented.

ARTICLE 1 – SCOPE AND PURPOSE

The purpose of the GTCU is to define:

- The conditions under which the Internet User browses the public part of the Platform;
- The conditions under which the Member has access to restricted access pages and uses the Services;
- The conditions under which the Organiser may offer the Ambassador Programme;
- The conditions under which a Brand may offer its Games to Participants.

These Terms and Conditions are drafted in accordance with the provisions applicable in France. In the event that the Member is not established in France, the following points shall apply in the following order:

- The applicable law and competent courts are those of the place of establishment of ATOM.
- If it is not possible to comply with the first provision given the status of the Members and public policy provisions, then the applicable law shall be that of the Member concerned.

In the latter case, if there are any contradictions between the applicable law and the provisions of these GTCU, the Member acknowledges and agrees to apply these GTCU within the limits of the authorisations provided for by law.

Members declare that they have read and expressly and unconditionally accepted the GTCU in force on the day of access to the Platform.

These Terms and Conditions apply without restriction or reservation to any use of the Platform made available by ATOM. In particular, they specify the conditions of use of the Platform, the Ambassador Programme and, more generally, the Services operated by ATOM.

These Terms and Conditions apply to the exclusion of all other terms and conditions. They are accessible at any time on the Platform and shall prevail, where applicable, over any other version or any other contradictory document. These Terms and Conditions may be amended at any time, with the applicable version being that in force on the date the Member creates their Account.

ARTICLE 2 – PRE-CONTRACTUAL INFORMATION

This article does not apply to professional Participants acting in the course of their professional activity, who may not invoke the absence of information from ATOM.

The Participant acknowledges having been informed, prior to using the Platform and associated Services, in a clear and comprehensible manner, of these GTCU and all the information listed in Article L.221-5 of the Consumer Code, and in particular the following information:

- Information relating to ATOM's identity, postal and electronic contact details and activities,
- Information on the main characteristics of the Services and the communication media used.
- Choice of Services and, where applicable, their options,
- Identification of the Member by means of personal data,
- Verification of the details of their subscription and correction of any errors,
- Acceptance of these General Terms and Conditions of Sale and Use,
- Choice of payment methods and terms,
- Actual prices of the Services selected by the Member,
- Sending a confirmation email to the Member,
- Information relating to the right of withdrawal (existence, conditions, deadlines, methods of exercise, exceptions, standard withdrawal form), termination procedures and other contractual conditions,
- Implementation and information on legal guarantees,
- The possibility of recourse to a consumer ombudsman for consumer Members,

Furthermore, the Participant acknowledges having been informed, prior to subscribing to or using the Service, in a clear and comprehensible manner, of these GTCSU and all the information listed in Article D.111-8 of the Consumer Code:

- The status of persons authorised to offer an Event, and in particular their professional status;
- The main parameters used to rank the Events presented in response to a search query, as well as the order of importance of these parameters, as opposed to other parameters;
- The description of the Matchmaking Service, as well as the nature and purpose of the contracts it enables to be concluded;
- Where applicable, the price of the Matchmaking Service or the method of calculating this price, as well as the price of any additional paid services, when these are charged to the Participant;
- The dispute resolution procedures and, where applicable, the role of the platform operator in such resolution.

ARTICLE 3 – ACCESS TO THE PLATFORM

3.1 Access to public pages

The following information will be available for consultation and/or download on the public pages of the Platform:

1. These GTCU,
2. The legal notices,
3. The privacy policy
4. (Where applicable) A presentation of the Services offered,

5. (Where applicable) The Code of Conduct for the Ambassador Programme.

3.2 Access to Services

The Services offered by ATOM are only accessible to Members. Internet users wishing to access them must create an Account based on their status via the Platform.

Accounts created are personal and non-transferable. Members undertake to keep their login details confidential. Failure to do so may result in ATOM blocking and/or deleting the Account under the conditions set out in Article 7.

3.2.1. Creation of an Organiser Account

ATOM may, at its discretion, allow the creation of an Organiser Account either by signing a contract or independently directly on the Platform.

By signing a contract:

The Organiser must contact the ATOM teams at the following email address: hello@atom.fans.

Independently:

In order to offer Events on the Platform, the Organiser must meet a number of mandatory conditions relating to (i) its status and, in particular, its legal information, (ii) the completion of a registration form, and (iii) the submission of all documents or supporting evidence requested by ATOM so that it can carry out the necessary checks.

Therefore, Organisers wishing to register on the Platform in order to post their Events and thus offer an Ambassador Programme or a Brand as part of a Partnership must complete the registration process set up by ATOM. ATOM cannot be held liable for false or deliberately incorrect information.

The Organiser therefore undertakes to provide:

- A valid identity document of the legal representative,
- A Kbis extract or K extract less than three months old or any equivalent document depending on their country of registration,
- Any information enabling verification that it is able to offer Events or that a Partnership has been validly concluded,
- If necessary, a certificate of vigilance in accordance with the provisions of the French Labour Code.

And more generally, any document or information enabling ATOM to verify the identity of the Organiser and the accuracy of the information provided. The Organiser's Account will only be accessible once it has been validated by ATOM, which may request additional information and/or documents. In the event that the Organiser's Account is accessible without prior verification, ATOM may carry out checks retrospectively.

The Organiser irrevocably undertakes to update their information regularly and at ATOM's first request. Failing this, ATOM may block the Organiser's Account until the situation is rectified or, failing that, terminate it under the conditions mentioned in Article 7.2 and without prejudice to the Organiser, who may not claim damages and shall bear all direct or indirect financial consequences.

3.2.2. Creation of an Account for the Participant

Participants who wish to use the Services must also create a personal account. In doing so, they undertake to provide all the documents and information requested by ATOM, including:

- Their first and last names,
- Email address,
- Their username,

- Date of birth.

This information must be accurate and truthful, otherwise ATOM cannot be held liable.

When the Participant is a legal entity, its legal representative or the person authorised by that legal entity must complete a specific questionnaire.

ARTICLE 4 – USE OF SERVICES

4.1. General

ATOM provides the Platform so that Members can connect with each other, depending on their status. ATOM cannot be held liable for the quality of the services provided or in the event of failure by the Organiser or Brands to provide such services.

4.2. Operation of the Platform

4.2.1. General

The Platform enables Organisers who wish to:

- Offer Ambassador Programmes to Participants.
- Allow Brands to offer Games.

Ambassador Participants can use their own link to invite third parties to purchase tickets to participate in the Event. Depending on the Ambassador Programme defined by the Organiser, the Ambassador Participant may receive rewards.

In addition, Participants who are validly registered on the Platform may also participate in Games set up by the Organiser's partner Brands. Participation entitles the Participant to a Reward. Participants accept that they must subscribe to the Organiser's Ambassador Programme in order to access the Games related to the Event.

4.2.2. Ambassador Programme

The Ambassador Programme is strictly reserved for Participants who are:

- Registered on the ATOM Platform,
- Who have accepted these GTCU,
- The Code of Conduct, where applicable,
- Who have submitted all the information/documents requested by ATOM, it being specified that ATOM may request additional information/documents.

Any Participant with whom there is a dispute, or whose information/documents are incomplete or clearly incorrect, may have their registration to the Ambassador Programme and/or their Account blocked, temporarily suspended or revoked by ATOM at any time and without prejudice to the latter.

To become an Ambassador Participant, the Participant may browse the Platform to find the Event that interests them or access the Event via a link provided by the Organiser or any person in possession of it.

Once the Event has been selected, the Participant may register for the Ambassador Programme. This is defined by the Organiser and includes:

- The actions required to obtain the Rewards,
- The nature and scope of the Rewards granted.

In any event, when registering for the Ambassador Programme, a Link is generated for the Ambassador Participant.

The Ambassador Participant may share this Link with anyone of their choice, thereby enabling them to obtain one or more Rewards, provided that:

- The Code of Conduct has been complied with, where applicable,
- The Referral has placed an order for a ticket to access the Event linked to the Ambassador Participant's Ambassador Programme,
- No refund request has been made by the Referral.

In the event that the Referral requests a refund after the Reward has been given, the Ambassador Participant acknowledges and accepts that the Reward may be withdrawn.

4.2.3. Use of the Platform by the Organiser

Organisers who wish to access the Platform and the Services offered by ATOM must create an Account and complete and provide all the documents/information requested by ATOM via the Platform.

Once this process is complete, the Organiser will be able to offer Events via the Platform. To do so, the Organiser must:

- Fill in and provide the information requested by ATOM for the Event,
- Set up the Ambassador Programme and, in particular, the associated Rewards,
- Link one or more Brands to the Event,
- Monitor information related to their Event via their Account,
- Access its dashboard,
- Track the Rewards awarded,
- Manage information about their Event/Ambassador Programme,
- And more generally, use the Services offered by the Platform.

In any event, all information/documents provided by the Organiser must be true and accurate, and the Organiser undertakes to have all the necessary authorisations to do so, in particular with regard to:

- The event,
- The partnership with the Brand,
- Intellectual property and third-party rights.

The Organiser is informed that ATOM may temporarily or permanently block any Event posted by the Organiser if it is contrary to accepted practices and morality or if the Organiser's Account is incomplete or obsolete.

The Organiser is solely responsible for its contractual relations with the Participant, the Ambassador Participant, the Brand or the Referral. However, the Organiser undertakes to perform its services professionally in order to maintain ATOM's brand image and reputation. Failing this, ATOM may close or suspend the Organiser's Account under the conditions set out in Article 7.3.

4.2.4. Event ranking methods

Events are listed on the Platform by default in alphabetical order. However, when searching, Members may enter criteria and information relating to the Events they are looking for.

In this case, Events will be displayed according to (i) the relevance of the criteria entered by the Member and (ii) the information provided by the Organisers when submitting the Event.

4.2.5. Ticketing service

For all ticket orders for an Event, the Members concerned undertake to refer to the ticket office's general terms and conditions of sale when placing their order.

4.5. Use of the newsletter

Members who subscribe will receive a newsletter from ATOM at the email address provided. This newsletter is for personal use only and may not be used or sold, in whole or in part, without the prior express authorisation of ATOM.

The information provided in the newsletter is for information purposes only and it is the Member's responsibility to ensure that it corresponds to their situation before using it.

Furthermore, the newsletter is protected by the provisions of the Intellectual Property Code. Members are therefore prohibited from reproducing or marketing its content.

ARTICLE 5 – PRICE OF SERVICES

5.1. Price of Services for Participants and Ambassador Participants

The price of Services for the Participant and the Ambassador Participant is **completely free of charge**, with the exception of ticket purchases via ATOM's partner.

5.2. Price of Services for the Organiser and the Brand

Subscription to the Services for the Organiser and the Brand can be done by signing a contract or directly via the Platform, depending on the terms and conditions chosen by ATOM, it being specified that ATOM may modify the channels without prejudice to the Member.

Subscription via a Contract

The price of Services relating to the Organiser and the Brand will be included in the contract concluded with ATOM at the time of registration.

Subscription via the Platform

The price of the Services relating to the Organiser and the Brand is indicated on the Platform at the time of subscription and expressed in Euros (or in the local currency), excluding taxes and including all taxes. The Organiser and the Brand are solely responsible for subscribing to the paid Services.

Prices take into account any discounts that may be granted.

These prices are firm and non-revisable during their period of validity, as indicated on the Platform, with ATOM reserving the right to modify them at any time outside this period of validity.

An invoice is issued by ATOM and given to the Organiser or Brand upon payment.

5.3. Use of the Platform

For use of the Platform, the price paid is that indicated when the order is placed or by any third-party agreement signed directly with the Organiser.

5.4. Newsletter subscription

Subscribing to the newsletter is completely free of charge for Members.

ARTICLE 6 – PAYMENTS

6.1. Payment methods

The means and methods of payment are those specified in the contract signed with ATOM. When the subscription is made independently on the Platform, payment for the order is made at the time of placing the order by:

- Credit card

- Stripe
- And more generally any other means made available by ATOM

The Organiser is informed that the commitment to pay by credit card is irrevocable.

By providing their bank details when placing an order, the Organiser authorises the payment service provider to debit the amount corresponding to the price indicated.

ATOM cannot be held liable in the event of fraudulent use of the means of payment used by third parties. The independent payment provider assumes full responsibility for the security of its system.

ATOM reserves the right, in the event of non-compliance with the above payment terms, to suspend or cancel the provision of the Services ordered by the Organiser.

The Organiser may not under any circumstances claim any compensation or reimbursement in this respect. Payments made shall only be considered final after ATOM has actually received the sums due.

6.2. Payment terms

6.2.1. In the event of cash payment on the day of immediate purchase or when placing the order

The price is payable in full on the day of immediate purchase or when the Organiser places the order.

ATOM shall not be required to deliver the Services ordered by the Organiser if the latter does not pay the price in full under the conditions indicated above.

6.2.2. In the event of payment according to a schedule or subscription

The price is payable according to the payment schedule announced when the order is placed.

Payments made by the Organiser shall only be considered final after the sums due have been effectively collected.

In the event of payment facilities (e.g. instalments) or subscription, the Organiser undertakes to modify and update, on its Account made available, its bank details and, in the event of payment by credit card: new credit card number, CVC code and expiry date.

6.3. Penalties

6.3.1 General

ATOM reserves the right, in the event of non-compliance with the above payment terms, to suspend or cancel the provision of the Services ordered and/or to suspend the performance of its obligations and access to the Platform.

The Organiser may not under any circumstances claim any compensation or reimbursement in this respect.

6.3.2. Late payments

Applicable only to professionals

In the event of late payment and payment of sums due, late payment penalties equal to the European Central Bank's interest rate plus 10 points shall be automatically and automatically payable to ATOM, without formalities or prior notice.

Penalties shall be calculated as follows:

Late payment penalties:

$$\frac{[(\text{interest rate}) \times (\text{amount including VAT of the services or products ordered})] \times [\text{number of days late}]}{365}$$

Late payment shall result in the immediate payment of all sums due, without prejudice to any other action that ATOM may be entitled to take against the payer in this regard.

In addition, any late payment shall automatically result in the application of a fixed compensation of forty (40) euros, without prejudice to late payment penalties. It is specified that no additional costs in excess of those incurred by ATOM for the use of a means of payment may be invoiced.

ARTICLE 7 - RIGHT OF WITHDRAWAL - TERMINATION - DELISTING

7.1 Right of withdrawal

For Members who have placed orders exclusively for professional purposes, the Consumer Code and in particular the provisions relating to the right of withdrawal do not apply.

No contract is concluded between ATOM and the Participant, the Ambassador Participant and the Referred Participant under the terms of the Services, and the latter may not invoke the provisions relating to the right of withdrawal.

However, the Participant, the Ambassador Participant and the Referral may avail themselves of the provisions relating to the right of withdrawal set out in Article L.221-18 of the Consumer Code for contracts concluded with the Organiser. It is the responsibility of the latter to enforce and comply with the applicable provisions.

7.2. Termination

7.2.1. Termination for misconduct

In the event of non-compliance by the Member with all of their obligations under these GTCU, ATOM may terminate any contractual relationship and/or close, temporarily or permanently, the Account of the Member concerned.

It is expressly understood that such termination shall take place automatically eight (8) days after ATOM has sent a formal notice by post or email to comply, in whole or in part, without effect.

7.2.2. Termination for serious misconduct

In the event of a breach by the Member of an obligation that makes it impossible to perform or continue the relationship with ATOM, the latter may terminate the relationship and permanently close the Member's Account.

It is expressly understood that this termination shall take place automatically without notice after a formal notice has been sent by post or email.

7.3. Closure or suspension of an Account

7.3.1. Closure or suspension of an Account

ATOM may permanently close a Member's Account:

- In the event of non-compliance with these GTCU.
- At the request of a competent authority or court order.
- If the information/documents provided are deliberately false/incorrect or no longer up to date at the end of the grace period.

- In the event of improper use of the Services.
- In the event of non-compliance with the intellectual property rights of third parties.

And more generally, in the event of non-compliance with the provisions of Article 12.

ATOM may suspend a Member's Account:

- If the documents/information provided are no longer up to date. The Member will then be given a period of time to comply.
- In the event of a third party claim regarding its intellectual property rights that is deemed sufficiently conclusive by ATOM.
- In the event of repeated failure to respond to requests from ATOM.

7.3.2. Consequences of closing an Account

In the event of closure of the Organiser's or Ambassador Participant's Account:

- The Ambassador Participant may claim, within ten (10) days, any Rewards already earned before the closure of their Account. The Ambassador Participant acknowledges that they will not be able to claim any Rewards earned after the closure of their Account.
- The Organiser shall ensure that the Event is held and shall award all Rewards granted prior to the closure of the Account.

The Member shall have access to their Account for a period of fifteen (15) days to extract all available data, information or documents.

7.4. Deregistration

In accordance with the above provisions, the Service Provider may be subject to permanent or temporary closure of its Account. As such, its Events will be removed from the Platform without prejudice to the latter.

ARTICLE 8 – WARRANTIES

For Members who have ordered a Service for exclusively professional purposes, the Consumer Code and in particular the provisions relating to the legal guarantee of conformity do not apply.

The consumer is entitled to the implementation of the legal guarantee of conformity in the event of a lack of conformity during a period of "Period specified in the Terms and Conditions of Sale For example, at least two years" from the provision of the digital content or digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it occurred.

The legal guarantee of conformity entails an obligation to provide all updates necessary to maintain the conformity of the digital content or digital service for two years.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following their request, at no cost and without significant inconvenience to them.

The consumer may obtain a price reduction by keeping the digital content or digital service, or may terminate the contract and receive a full refund in exchange for relinquishing the digital content or digital service, if:

1° The trader refuses to bring the digital content or digital service into conformity

2° The bringing of the digital content or digital service into conformity is unduly delayed;

3° The digital content or digital service cannot be brought into conformity without imposing costs on the consumer;

4° Bringing the digital content or digital service into conformity causes a major inconvenience to the consumer;

5° The non-conformity of the digital content or digital service persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or termination of the contract when the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. In such cases, the consumer is not required to request that the digital content or digital service be brought into conformity beforehand. In cases where the lack of conformity is minor, the consumer is only entitled to cancellation of the contract if the contract does not provide for payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of bringing it into conformity suspends the warranty that remained to run until the digital content or digital service is provided again in conformity.

These rights result from the application of Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

Any professional who acts in bad faith to obstruct the implementation of the legal guarantee of conformity shall be liable to a civil fine of up to €300,000, which may be increased to 10% of the average annual turnover (Article L. 242-18-1 of the Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained, or to a full refund in exchange for relinquishing the digital content or digital service.

ARTICLE 9 – LIABILITY

9.1. Limitation of liability

ATOM assumes only an obligation of means in the context of the Services. It may only be held liable under the conditions of common law for direct and foreseeable damage suffered by the Member in accordance with the provisions of Articles 1150 et seq. of the Civil Code.

ATOM shall not be liable for any loss of data, loss of profits, loss of opportunity, whatever the consequences, loss of image or damage to reputation.

ATOM shall not be held liable for any malfunction, error, inaccuracy or improper result attributable to a fault or negligence on the part of the Member.

In the event that ATOM is held liable, the guarantee shall be limited to the amount paid by the Member for the use of the Platform, excluding VAT.

ATOM cannot be held liable for total or partial non-performance of the contract due to unforeseeable circumstances, force majeure, events beyond its control and, in particular, partial performance or non-performance of the obligations of the Service Provider and/or Trainer.

9.2. Exemption from liability

9.2.1 With regard to the Platform

The Platform is protected by technical protection measures that control its use and copying.

Violation of technical protection measures is punishable by specific offences referred to in Article L 335-3-1 et seq. of the Intellectual Property Code.

ATOM undertakes to make every effort to enable and secure access to, consultation and use of the Platform.

For technical reasons, in particular maintenance or network failure, a temporary interruption of the Platform is possible.

ATOM shall therefore not be held liable for:

- Temporary interruptions necessary for the development, maintenance, or more generally in the event of an update to the Platform,
- Technical problems, operational difficulties or temporary interruptions to the Platform beyond its control, in particular in the event of failure or interruption of electricity, telecommunications or internet access services, particularly with regard to the transmission of data via networks and data breaches,
- Risks of exposure of data and equipment due to the use of the Internet (possible viruses, hacking, etc.), the Internet User undertakes to take all appropriate measures to protect their own data and software from contamination by possible computer viruses, and ATOM shall not be liable for any damage that may result therefrom, such as loss of data or damage to computer equipment.

The Internet User or Member acknowledges that they are solely responsible for their use of the Platform, and ATOM cannot be held liable for any claim and/or proceedings against the Member.

9.2.2. With regard to the Services

Furthermore, the Member is advised that ATOM cannot under any circumstances be held liable in any way whatsoever for damages of any kind, including financial and/or property damage. The use of and options relating to the Services provided by ATOM remain the full and entire responsibility of the Member concerned.

The Member is solely responsible for their decisions and ATOM cannot be held liable in this regard. ATOM cannot be held liable for any loss of earnings or any other damage, including, but not limited to, special and incidental damages or indirect damages. The use of the Services remains the full and entire responsibility of the Members.

9.2.3. Other cases

The Member acknowledges that ATOM has no control over the transfer of data via public communication networks, such as the Internet, or over the operation of such networks. The Member acknowledges and accepts that ATOM cannot guarantee the confidentiality of data when it is transferred over public networks. Consequently, ATOM cannot be held liable in the event of, in particular, misappropriation, interception, corruption of data or any other event likely to affect such data occurring during its transfer over public telecommunications networks. ATOM does not guarantee the compatibility of the Platform with all browsers on the market.

ATOM cannot be held liable for any damage resulting from difficulties in accessing the Platform due to disruption by network operators or internet service providers, or network congestion.

ATOM cannot be held liable for any damage resulting from a failure in the Member's computer installations and equipment and/or misuse or mishandling by the Member, fault or negligence on the part of the Member, or use of the Platform contrary to the GTCU.

ARTICLE 10 – FORCE MAJEURE

Pursuant to Article 1218 of the Civil Code, ATOM cannot be held liable for total or partial breach of contract caused by unforeseeable circumstances or force majeure beyond its control, rendering the use of the Platform impossible.

The following circumstances shall be considered as cases of force majeure when they prevent the performance of the contract: health crises such as Covid-19, strikes, labour disputes, lockouts, raw material shortages, transport strikes, acts of state, insurrection, attacks, wars, destruction of manufacturing and production sites, acts of God such as earthquakes, fires and floods.

The performance of ATOM's obligations shall be suspended for the duration of the force majeure event without any compensation to the Member. ATOM shall resume the performance of its obligations as normal once the force majeure event has been duly acknowledged as having ceased.

ARTICLE 11 – PERSONAL DATA

The protection of Members' personal data is important to ATOM. ATOM will therefore make every effort to minimise the collection of such data and to protect and secure Members' data in accordance with the General Data Protection Regulation No. 2016/679.

Members are referred to the privacy policy on the Platform used, which contains all information concerning the data controller, data collection, purpose, legal basis, retention period, data recipients and the exercise of Members' rights.

ARTICLE 12 – COMMITMENTS AND OBLIGATIONS

12.1 General

Internet users or Members visiting the public pages undertake:

- Not to market or attempt to market the public pages of the Platform in whole or in part,
- Not to create hypertext links outside the authorisations granted in the GTCU,
- To make reasonable use of the Platform and the Services marketed by ATOM,
- Insert or attempt to insert viruses or any malicious software.
- Use the Services in accordance with these GTCU and, in particular, not to upload files or make comments that contravene legal provisions.

12.2. Commitments and obligations of the Organisers

The Organiser, in the context of the Events, undertakes to:

- Have valid insurance for their professional activities.
- Carry out the Events in accordance with their description and be liable in the event of cancellation of the Event for any reason whatsoever.
- Grant Rewards to Ambassador Participants under the conditions set out in the Ambassador Programme.
- Ensure that tickets purchased by Referrals or Ambassador Participants are valid and, consequently, have sufficient availability.
- Make every effort to maintain the reputation and reliability of the Services offered by ATOM.
- Offer an attractive and consistent Ambassador Programme in order to maintain the appeal of the Platform.
- Not to disparage or defame ATOM, its Services or the Platform.
- Respect applicable consumer rights and refrain from engaging in unfair commercial practices.
- Keep the information and documents provided to ATOM up to date and, failing that, notify ATOM immediately in the event of any failure to do so.

- Provide accurate and truthful information, particularly regarding their skills and qualifications.
- Release ATOM from any liability in the contractual relationship between it and the Participant, Ambassador Participant or Referral.
- Have any document signed that it deems useful in its relations with other Members.
- Collect data in accordance with legal provisions, in particular the General Data Protection Regulation or any applicable legislation.
- Have a partnership with the Brand allowing it to be presented on the Platform, and in particular have all the related intellectual property rights,
- Respond to requests from other Members as soon as possible,
- Post Events online that are in line with good morals and ATOM's recommendations,
- Ensure that it has all the intellectual property rights used in connection with the Services and, more generally, in the use of the Platform,
- Not to use the Platform to carry out illegal activities, in particular activities relating to money laundering and terrorist financing.
- Keep the information and documents sent to ATOM up to date and, failing that, notify ATOM immediately in the event of a failure.
- Guarantee the peaceful enjoyment of the intellectual property rights made available to ATOM.
- Release ATOM from any relationship of subordination, as the Service Provider is free to organise its work as it sees fit.

12.3. Commitments and obligations of Ambassador Participants

Ambassador Participants undertake to:

- Comply with the Code of Conduct and the Ambassador Programme.
- Propose the Links to third parties in good faith.
- Not to market the Ambassador Programme in any way whatsoever.
- Not to market the Platform.
- Respect consumer rights and not engage in unfair commercial practices.
- Release ATOM from any liability in the contractual relationship between you and the Organiser.
- Not to denigrate or defame ATOM, its Services or the Platform.
- Keep the information and documents provided to ATOM up to date and, failing that, notify ATOM immediately in the event of any failure.
- Provide true and accurate information, particularly regarding your skills and certifications.
- Sign any document with ATOM when the Rewards exceed a certain threshold.
- Not collect personal data from Referrals.
- Advise and assist Referrals.
- Not to use the Platform to carry out illegal activities, in particular activities relating to money laundering and terrorist financing.
- Ensure the peaceful enjoyment of the intellectual property rights made available to ATOM.
- Release ATOM from any relationship of subordination, as the Ambassador Participant is free.

ARTICLE 13 – INTELLECTUAL PROPERTY

13.1 Intellectual property of the Platform

All texts, comments, works, illustrations, images and photographs, videos, trademarks reproduced and integrated into the Platform are the exclusive property of ATOM and are protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and may constitute an offence of counterfeiting.

13.2. Database

ATOM is the sole producer of the databases that may be made available to Members, in that it is the person who takes the initiative to create them and assumes the risk of making the investments. As such, it constitutes a significant economic value.

The databases are protected by French and international intellectual property rights provisions. Members are therefore prohibited, in accordance with Article L.342-1 of the Intellectual Property Code, from:

- Extracting from the Platform, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the databases to another medium, by any means and in any form whatsoever;
- Reusing, by making available to the public all or a qualitatively or quantitatively substantial part of the content of the database, in any form whatsoever.

Thus, the Member has a simple right of access to the databases for consultation and use in connection with the use of ATOM's Services.

In addition to the above, Members are therefore prohibited from making any reproduction, even as a private copy of the database, given the electronic nature of the database.

13.3. Intellectual property licence by the Organiser

13.3.1. General

The Organiser shall provide ATOM with photographs, texts, documents, files, graphics and, more generally, any other works necessary for the use of the Platform (hereinafter "**Works**") and protected by intellectual property provisions.

The Works will be used in particular:

- To create Events on the Platform by inserting photos, text or any other element.
- To insert Brands on the Platform.
- To contribute to the blog/newsletter owned by ATOM.

In addition, the Organiser guarantees that it holds all intellectual property rights and guarantees ATOM peaceful use.

These rights are transferred as and when the Platform is used. In all cases, moral rights shall remain attached to their rightful owner.

13.3.2. Scope

Under the terms of these GTCU, the Organiser grants ATOM, which has accepted this, a non-exclusive licence to represent, reproduce and display the Works in unlimited numbers for the use of the Platform's current or future Services.

The licence is granted for the entire duration of use of the Platform or Services.

ATOM is free to exploit or not to exploit the Works, and to exploit them in whole or in part. This licence is granted worldwide, including for digital exploitation.

13.3.3. Licensed rights

The rights thus licensed include, in particular:

- Reproduction rights: the right to fix, digitise, reproduce and publish the Works, in whole or in part, free of charge or for a fee, without limitation as to number, on any medium, including paper, magnetic, optical, digital, computer, telematic, electronic, CD, DVD, flash memory or any other medium known or unknown to date, current or future;
- Performance rights: the right to distribute and broadcast all or part of the Works, free of charge or for a fee, to any audience, by any means or distribution channel; The right to represent, privately or publicly, broadcast all or part of the Works by any means and process, including any means of printing, telecommunications (mobile phones, smartphones, tablets, etc. and computer networks such as the Internet), all computer and audiovisual processes (including television, cable and satellite broadcasting), known or unknown to date;
- Adaptation rights: the right to modify, retouch, arrange the Works and the elements that compose them, in whole or in part, in any form and by any means, to assemble them with or integrate them into any other intellectual service or creation, on any medium as mentioned above.

Furthermore, ATOM has the right to sub-license, by any means and in particular through a licence, provision or any other type of contract in any form, all or part of these rights on a temporary or permanent basis. As such, ATOM has the right to lend and use the Works in all their forms.

ARTICLE 14 – HYPERTEXT LINKS

Members are authorised to create one or more hypertext links to the Platform.

Members shall refrain from creating any links that do not comply with the legislation in force or that could harm the interests, reputation and/or image of the Platform and, more generally, of ATOM.

ATOM may, at its sole discretion, terminate the authorisations granted without prejudice to the Member.

Under no circumstances does the existence of a hyperlink from a third-party website to the Platform imply any cooperation and/or partnership. ATOM has no control over third-party websites and therefore assumes no responsibility for the content and products and/or services available on or from these third-party websites that contain a hyperlink to the Platform.

ATOM shall not be liable for any direct or indirect damage that may occur when Members access the partner's and/or third party's website and use the content and products and/or services of that third party website.

ARTICLE 15 – COMPLAINTS/ASSISTANCE

ATOM provides Members with a Frequently Asked Questions (FAQ) section, enabling them to find a wealth of information or answers to questions they may have.

If necessary, Members may submit any complaints by contacting ATOM using the following contact details: hello@atom.fans

ARTICLE 16 – PARTIAL INVALIDITY

In the event that any provision of these GTCU is invalidated for any reason, such invalidation shall not affect the validity of the other provisions herein.

ARTICLE 17 – DISPUTE RESOLUTION – CONSUMER MEDIATION

For Members who have used the Services exclusively for professional purposes, the Consumer Code, and in particular the provisions relating to the consumer mediator, do not apply to the relationship with ATOM.

In accordance with European law, any consumer dispute or litigation may be settled amicably through mediation with the mediation service within one (1) year of the written complaint being sent to ATOM.

In order to be dealt with expeditiously, any mediation initiated by the Member must contain the following information: the Member's postal address, email address and telephone number, ATOM's contact details, a brief statement of the facts, and proof of prior steps taken with ATOM.

ARTICLE 18 – APPLICABLE LAW – JURISDICTION

18.1 For Members who are consumers

These GTCU and the transactions arising therefrom are governed by and subject to French law.

In all cases, the GTCU are written in English. In the event that they are translated into one or more languages, only the English text shall be deemed authentic in the event of a dispute.

ANY DISPUTES TO WHICH PURCHASE AND SALE TRANSACTIONS CONCLUDED IN APPLICATION OF THESE GENERAL TERMS AND CONDITIONS OF SALE AND USE MAY GIVE RISE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, THEIR TERMINATION, THEIR CONSEQUENCES AND THEIR FOLLOW-UP, AND WHICH COULD NOT BE RESOLVED BETWEEN THE MEMBER AND ATOM, SHALL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

18.2 For Members who are professionals

These GTCU and the transactions arising therefrom are governed by and subject to French law. They are written in English. In the event that they are translated into one or more languages, only the English text shall be deemed authentic in the event of a dispute.

ANY DISPUTES TO WHICH THE PURCHASE AND SALE TRANSACTIONS CONCLUDED IN APPLICATION OF THESE GENERAL TERMS AND CONDITIONS OF SALE AND USE MAY GIVE RISE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, THEIR TERMINATION, THEIR CONSEQUENCES AND THEIR FOLLOW-UP, AND WHICH COULD NOT BE RESOLVED BETWEEN ATOM AND THE MEMBER, SHALL BE SUBMITTED TO THE FRENCH COURTS AND IN PARTICULAR TO THE COMMERCIAL COURT OF BAYONNE.

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