

TERMS AND CONDITIONS OF THE DIALICIOUS PLATFORM

November 4, 2022

Dialicious (hereinafter the "Platform" or the "Site") allows you as a Visitor to access all the content published on its pages and, as a Member, to publish Reviews.

Dialicious's goal is for watch lovers to share with the world community connected to Dialicious their experiences and their history with a watch that they own and thus share their passion.

Dialicious allows you to find out, discuss, even dream.

The Dialicious community is expected to show kindness, sympathy, humor, good humor and, of course, a bit of critical thinking.

No remuneration, compensation or any other form of gratitude can be demanded in return for writing a Review. Only Dialicious is able to reserve a few surprises to its members.

Whether you are a Visitor or a Member, you agree to comply with the Terms and Conditions below, from your first visit.

Article 1. Definitions

« **Review** » designates content of all kinds published by Members in the conditions determined by the T&Cs.

« **CGU** » designates this document.

« **Content** » designates both the Reviews published by Members and the information published by Dialicious.

« **Interface** » designates the personal space allocated to each Member after registration under the conditions described by the T&Cs allowing it to write Reviews, to keep and publish them at their own pace.

« **Member** » designates the person who wishes to publish a Review and who, to do so, creates an account allowing him to access his Interface.

« **Privacy Policy** » designates the information document from which the Members and, where applicable, Visitors are informed of the processing carried out by Dialicious of their personal data and their purposes as well as the rights available to them.

« **Content Removal Policy** » designates the document accessible from the home page of the Site informing of the conditions of request and withdrawal of content infringing the rights of a third party.

« **Site** » or « **Platform** » designates the online public communication service accessible at: www.dialicious.com

« **Visitor** » designates the person not registered on the site who can only browse the pages and read the Content.

Article 2. Visitors' rights

Visitors are authorized to consult the Content.

Please note that the Content is protected by database law and the law intellectual property and, as such, no automatic, or not, copying or extraction is allowed.

No personal data within the meaning of the European Protection Regulation data from May 23, 2018 [Regulation (EU) 2016/679] is collected during a visit beyond what the Visitor accepts in the “cookies” declaration that he is required to accept when connecting to the Site.

When the Visitor requests to be informed of Review publications on a regular basis, he must refer to the Privacy Policy accessible from the footer of the Site.

The Visitor is encouraged to read all of the T&Cs to be fully informed of the operation of the Platform and, in particular, of the process adopted by Dialicious for the ranking of Reviews.

Article 3. Conditions of eligibility for membership

Membership is necessary for any person who wishes to publish a Review on the Site.

Reviews are written by the Member. Reviews consist of photos of a watch, texts, ratings, as well as tools allowing members to clarify their opinion and thus relate their personal experience with your watch.

The Member therefore undertakes to be the owner of the watch on which he publishes a Review and respond to the editorial line set by Dialicious throughout the T&Cs to namely the publishing of informed Reviews, sincere and respectful of brands and readers.

The value of the watch is in no way a condition for publication of the Review. Dialicious' ambition is to allow the Member to share his experience with a watch he owns and that holds particular interest for him.

Article 4. Conditions for exercising membership

To become a Member, any Visitor must create an account on the Site.

When creating the account, the Member must indicate:

- His first name;
- The username or nickname he wishes;
- A valid email address

Membership is open to individuals/consumers only. No Reviews can be written as a professional in the watchmaking industry. The Platform does not may, therefore, be used for commercial purposes unless authorized in writing by Dialicious.

When opening an account, the Member chooses a nickname and password which he undertakes to keep confidential. The Member is solely responsible for any use of the account by a third party.

The Member must be 13 years or older to register and create an account.

Article 5. Member Behavior

The Member undertakes to adopt behavior consistent with the desired image that conveys Dialicious, namely the sharing of a passion for watches in a spirit of conviviality and respect for each of the Members and/or brands and manufacturers of watches.

More particularly, the Member undertakes to:

- Be the author of the Reviews which must in this regard contain neither photographs nor comments not made or written personally by the Member;
- Leave Reviews free from any defamatory, insulting or denigrating comments regarding the other members or brands and, in any case, not publish false content, unlawful, misleading, libelous, obscene, racist, pornographic, indecent, inappropriate, suggestive, harassing, or encourages harassment of another person, threatening, disrespectful of privacy or the right to public image, or otherwise objectionable;
- Do not integrate any hypertext links, email addresses, telephone numbers, postal address, geographical coordinates or any other information identifier of any natural or legal person and more particularly of a watchmaking professional.

The Member therefore undertakes to adopt principles of delicacy, both in the publishing of its Reviews as in its relations with other Members, and to question the relevance of a Review before deciding on its publication.

Article 6. Loss of Membership

Membership may be lost at the initiative of Dialicious when the Member does not adopt the behavior expected and consistent with the spirit of Dialicious as described in through the T&Cs. In such a case, the Member will be informed by Dialicious of the closure of his account without delay and the reasons which dictated it.

This decision is not subject to challenge by the Member.

The Member is prohibited from opening an account with different identifiers. Any element of evidence collected by the Platform in violation of this rule will be brought to the attention of competent courts.

Membership may be abandoned by the Member himself, without delay and without justification.

The Member expresses his intention to no longer be a Member by accessing his Interface and by clicking on the "Close Account" button. As soon as the Member realizes his intention, he no longer has access to the Interface.

Anyone can regain Membership status by following the registration process.

Even in the case of identifiers identical to those used to administer the previous account, the Member will no longer be able to access their old publications from the interface or other benefits granted at the discretion of Dialicious. It will be considered a new Member.

Article 7. Publication of Reviews

Reviews are published on the sole initiative of the Member who, when he considers that his Review can be communicated to the public, click on the Publish button. The Review is then accessible to public in an instantaneous and lasting manner. The date of publication of the Review is automatically generated by the

Platform. In the event of a possible modification of the Review by the Member, the mention of the date of the last update will be specified automatically.

Consequently, no moderation prior to the publication of the Review is carried out by the Site and the Member declare that they are aware of and acknowledge that they are solely responsible for the contents published in his Review or under the nickname he chose to use.

Reviews are notably, but not exclusively, classified according to two criteria, seniority and number of views by visitors. In other words, the ranking of Reviews is an aggregation of the criteria of novelty and the number of views.

Article 8. Assignment of Reviews

The Member grants Dialicious, under this name or another, a non-exclusive right, exempt royalty-free, perpetual, transferable, irrevocable and fully sublicensable (a) host, use, reproduce, modify, adapt, translate, distribute, publish, extract elements composing the Review, synthesize, create works derivatives, to publicly display and exploit the Reviews or any elements that compose them, worldwide, on any current or future media for the entire lifespan of the Platform.

These rights are transferred whether or not the Review is protected by an intellectual property right.

Article 9. Moderation of Reviews

Reviews are moderated at the sole discretion of Dialicious after their publication by the Member on the Platform.

The Member accepts that Dialicious deletes a Review for the lack of conformity of the Review with editorial charter defined by Dialicious. For the record, Reviews must express the link between the watch and the Member in a sincere manner while adopting a behavior respectful for watch brands and all Members and Visitors.

In any event, any Review judged at the sole discretion of the Platform to be contrary to French and/or European laws and regulations, particularly in that it denigrates the products or services, infringes the intellectual property rights of third parties or would be an infringement to the rules dictating the limits of freedom of expression (e.g.: defamation, insult) may be deleted discreetly by the Platform.

In case of a dispute, the Member understands and agrees that they must provide a court decision attesting to the legality of their Review.

Article 10. Withdrawal of Reviews

Dialicious may be required to remove content following requests from third parties.

Any Member whose Review is deleted following a request made by a third party will be informed by an e-mail explaining the reasons.

The different cases in which Dialicious proceeds with the withdrawal of the procedure applicable to make a withdrawal request are explained in the document entitled "Withdrawal Policy" accessible from the home page of the Site.

Article 11. Hypertext links

The Platform may publish hypertext links or managed content that forward the Visitor or Member to third-party online public communication services and notably watchmaking companies.

Any user then navigates in an environment not controlled by the Platform and undertakes to respect the terms of use of this new environment.

Article 12. Liability

Members are fully responsible for the Reviews they publish under their sole control.

In this regard, Members are informed that the Platform is required to respond favorably to the judicial or administrative authorities and, in any case, within the conditions required by law for injunctions aimed at obtaining connection identification data.

Article 13. Limits of liability

Dialicious is solely responsible for the operation of the Platform.

No liability can be incurred by the Member unless they demonstrate a link of direct causality between the fault and the damage. Any use of the Platform for purposes commercial activities exclude any causal link.

The platform does not guarantee any level of access (or SLA) and rejects all liability resulting from the inability for the Member to access the site or its interface.

Article 14. Modification of the T&Cs

The T&Cs may be modified at any time by Dialicious.

They can only be opposed to Members who have accepted after having informed them that a new version is applicable and that the member has accepted it.

The Member who does not accept the new T&Cs will not be able to connect to the Platform and at its interface.

Article 15. Duration / Termination / Effect of end of contract

The T&Cs apply to the relationship between the Visitor and the Platform for the entire duration of the Visitor's connection to the Platform.

The T&Cs apply to the relationship between the Member and the Platform from the creation by the Member of his account until its termination.

The Member understands and accepts that any termination of his account, whether at the initiative of Dialicious or on its own initiative, does not imply the deletion of Reviews. Reviews will therefore continue to be published on the site.

In the event of termination at the initiative of the Member or the Platform, the Notices will be anonymized.

Article 16. Language of the contract

The T&Cs are written in French. If a translation of the T&Cs is carried out, Only its French-language version shall have contractual value.

Article 17. Applicable law and competent jurisdiction

The T&Cs are subject to French law. Any dispute will be brought before the competent Paris courts unless the Member has a legal prerogative more favorable.