

Terms of Use of the Jungle Bike Website

1. Purpose

These Terms of Use (hereinafter the “ToU”) are intended to define the conditions of use of the Website.

The Website offers:

- a Directory Service listing Repairers by profile page;
- a matchmaking service between Repairers and Users of the Jungle Bike Platform;
- the presentation of the various Services offered on the Jungle Bike Platform, such as booking an appointment at a workshop or at home, which Repairers may subscribe to.

2. Definitions

The terms below, used in these ToU with a capital letter, shall have the following meaning:

« **User Account** » means the User's private personal space, allowing them to use the Services by means of their login credentials.

« **ToU** » means the following contractual set: (i) these Terms of Use; (ii) these definitions; and (iii) the Personal Data Protection Policy. These documents are made available to the Visitor, in electronic form, at any time on the Website.

« **Personal Data** » means any information relating to an identified or identifiable natural person, as defined by the General Data Protection Regulation (GDPR).

« **Infrastructure** » means any type of (i) hardware, such as computers, phones and tablets, and (ii) software and Internet network, installed, managed and used by the User, whether fixed or mobile, enabling access to and use of the Services.

« **Jungle Bike** » means JUNGLE BIKE, a French simplified joint-stock company (société par actions simplifiée), registered with the Lyon Trade and Companies Register under number 892 455 734, whose registered office is located at 254 rue Vendôme, 69003 Lyon, France. Jungle Bike is not a Repairer.

« **Jungle Bike Platform** » means the software suite accessible in SaaS (Software as a Service) mode on the Website, enabling the User in particular to (i) create a User Account and (ii) use the Services made available by Jungle Bike to eligible Users.

« **Intellectual Property** » means (i) all intellectual property rights, whatever their nature and form, that exist or may be protected anywhere in the world, including works of the mind, copyright and related rights, designs, software and source code, trademarks, trade names and logos, domain names and other distinctive signs, databases, as well as inventions, patents and know-how, whether or not they are or may be registered, together with updates, improvements, modifications, configurations, extensions and derivative works of all or part of these elements; and (ii) personality rights, the right to privacy, and the right to one's own image.

« **Repairer** » means bicycle repair and maintenance professionals, operating from a workshop or at the customer's home, individually and/or collectively, who are accessible on the Jungle Bike Platform.

« **Services** » means the Service(s) made available to Users on the Jungle Bike Platform. The Services include in particular the Online Appointment Booking Service (at a workshop or at home) and the Messaging Service enabling contact with a Repairer.

« **Directory Service** » means the online search service for Repairers made available by Jungle Bike, showing the Repairer's name and/or specialties, and which may indicate their contact and access details, rates, opening hours and areas of expertise.

« **Website** » means the website accessible in particular at junglebike.fr, as well as its national variants (junglebike.ch, junglebike.be, junglebike.it, junglebike.nl, junglebike.es, junglebike.uk).

« **User** » means any natural person who has a User Account on the Jungle Bike Platform and who accesses the Services offered by Jungle Bike via the Website.

« **Visitor** » means any natural person browsing the Website without creating, or logging into, a User Account.

3. Acceptance of the Website Terms of Use

3.1 By accessing and using the Website, the Visitor acknowledges having read and understood the ToU and being bound by these terms, without reservation.

3.2 If the Visitor does not agree with all or part of the ToU, they must not continue to use the Website.

4. Access and navigation

4.1 The Website allows the Visitor to access Jungle Bike's Directory Service without needing to create a User Account.

4.2 The Directory Service allows the Visitor to:

- search for a Repairer using various criteria (location, specialty, etc.);
- view the profile page of Repairers listed on Jungle Bike; and
- indicate to the Repairer that the Visitor sought to book an appointment with them online on the Jungle Bike Platform.

Jungle Bike does not guarantee that the Directory contains all Repairers operating in the relevant territory, and more specifically in the Visitor's search area. Consequently, the Visitor may not find a Repairer using the Directory Service.

The Visitor always retains the choice of which Repairer to consult.

Jungle Bike is in no way responsible for the accuracy of the information appearing on each Repairer's profile page. The accuracy and updating of this data is the sole responsibility of the relevant Repairer.

- 4.3** The Website is accessible free of charge to any Visitor with Internet access. All costs necessary to access the Website (computer equipment, Internet connection, etc.) are borne by the Visitor.
- 4.4** Jungle Bike reserves the right, without notice or justification, to interrupt or suspend all or part of access to the Website, in particular in the event of force majeure, to carry out an update, and/or maintenance operations, without this list being exhaustive.

5. Liability

5.1 Jungle Bike's liability

Jungle Bike is only liable for content that it has itself edited. As such, Jungle Bike is in no way liable for the accuracy of the information appearing on each Repairer's profile page. The accuracy and updating of this information is the sole responsibility of the relevant Repairer.

Jungle Bike is not liable:

- in the event of technical or IT issues or failures, or of compatibility of the Website with any hardware or software whatsoever;
- for the inherent characteristics of the Internet, in particular those relating to the lack of reliability and security of information circulating on it.

Jungle Bike's liability towards the Visitor may only be incurred for acts directly attributable to it and which cause the Visitor damage directly linked to those acts. It may not be incurred for indirect damage. Jungle Bike's liability may also not be incurred as a result of misuse of the Website by the Visitor or any fault on their part. It may not be incurred for acts attributable to a third party to the Website.

The Visitor understands and agrees that the Website is not intended to meet any specific requirement whatsoever and is provided "as is". Jungle Bike excludes, to the extent permitted by law, any warranty of any kind whatsoever.

5.2 Visitor's liability

The Visitor is responsible for:

- protecting their Infrastructure and their data;
- their use of the Website;
- any failure to comply with these terms.

6. Visitor conduct

Each Visitor must use the Website in a responsible manner, and as such is in particular prohibited from:

- disrupting or interrupting access to or the operation of the Website;
- attempting to probe, scan or test the vulnerability of a system or network, or breaching security or authentication measures without having received authorization to do so;

- attempting to access Jungle Bike's confidential data and private servers, which are not intended for the Visitor.

Each Visitor also undertakes to use the Website in good faith, and as such is in particular prohibited from:

- impersonating another person;
- interfering with the peaceful access to and use of the Website by any other Visitor or User;
- using the Website for purposes other than those for which it is intended;
- attempting to connect to an appointment not intended for them;
- acting in a manner likely to harm the reputation of Jungle Bike and/or Repairers, or in an inappropriate manner (including any defamatory, indecent, inappropriate, threatening, hateful or abusive remarks made orally or in writing);
- carrying out any form of unlawful data extraction from the Website, such as web scraping.

7. Intellectual property

The Website, including its structure, and the text, graphics, images, logos, photographs, sounds, videos, and computer applications that make it up, are the property of Jungle Bike, its affiliated companies or its suppliers, and are protected as such by the laws in force on Intellectual Property, copyright and database protection.

Any representation, reproduction, adaptation, or partial or total exploitation of the content, registered trademarks, and Services offered on the Website, by any means whatsoever, without the prior, express and written authorization of Jungle Bike, is strictly prohibited and may constitute an infringement within the meaning of Article L.335-2 of the French Intellectual Property Code.

8. Personal data and cookies

When the Visitor browses the Website, Jungle Bike collects and processes personal data in accordance with Jungle Bike's Personal Data Protection Policy, available on the Website. Information regarding cookies and how to refuse cookies is set out in Jungle Bike's Cookie Policy, available on the Website.

9. Hyperlinks

The Website may contain hyperlinks and widgets directing to third-party websites.

Jungle Bike is not responsible for the operation, quality of information or content of third-party websites over which Jungle Bike exercises no control whatsoever, but to which the Services may link.

10. Amendment of the Terms of Use

The Visitor acknowledges and accepts that the authoritative version of the ToU is the one available online at the time of their access to the Website. The Visitor is therefore required to refer to the version of the ToU online on the date of their access.

Jungle Bike is free to amend these ToU at any time, in particular to take into account any change to the Website and/or its Services, as well as any legal, regulatory, case-law and/or technical development or constraint.

In the event of any discrepancy or difficulty of interpretation between the different language versions of these ToU, only the version drafted in French shall prevail.

11. Legal notice

11.1 Website publisher

Jungle Bike's Services are operated by JUNGLE BIKE, a French simplified joint-stock company (SAS) with share capital of 2,603.42 euros, registered with the Lyon Trade and Companies Register under number 892 455 734, whose registered office is located at 254 rue Vendôme, 69003 Lyon, France, and whose intra-community VAT number is FR83892455734.

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12. Amicable settlement – Governing law and jurisdiction

The Visitor is informed that, by accessing the Website, they are subject to French law.

Before any legal action, Jungle Bike and the Visitor shall seek, in good faith, to settle their disputes amicably, whatever the cause or grounds thereof.

Any difficulties relating to the validity, application or interpretation of these Terms of Use shall be submitted, failing an amicable agreement, to the jurisdiction of the competent courts in accordance with French law.

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