

TERMS OF USE

DEFINITIONS OF TERMS

App: the FRUITZ app, available on the App Store for Apple and the Play Store for Google.

FRUITZ: Fruitiz, Subsidiary company of Flashgap. Flashgap is a simplified joint stock company with a capital of 18,210.30€, registered at the Paris Trade and Companies Register under number 805 232 352, and owner and sole operator of the FRUITZ App and brand.

T&Cs: General Terms and Conditions of Use.

Member: Any person registered on the app.

Women members: Female member with regard to her marital status.

Men members: Male member with regard to his marital status.

Fruit: Represents what another member is looking for in terms of relationship.

Fruit discoveries: Fruit discoveries enable you to discover the fruit (what another member is looking for in terms of relationship) of any member of FRUITZ.

Smoothie: The smoothie, also known as a « match », represents the mutual interest of two members, both of them have "liked" each other's profiles.

Next: Action symbolized by a cross to show that you are not interested in a profile. Its action is secret and unreported. Profiles that have been "nexted" will normally no longer appear. A profile may reappear if a member deletes his/her account and then creates another one later.

Like: Action symbolized by a heart to show that you are interested in a profile. Its action is secret and unreported, until the person that has been liked likes back the other person's profile.

Crushnote: The Crushnote is an action that allows you to send directly a message to a person that really gets your attention and that enables you to put your profile at the top of his/her list of profiles. The message will only be visible to the single person receiving the message. The Crushnote is a non-secret action that triggers a push notification.

Pollen: Pollen is a paid feature, only available in monthly subscriptions. Pollen triggers a geographical and targeted event. The member who uses pollen will have his profile highlighted for other members with the same fruit as him.

Icebreakers: Every match starts with an icebreaker that is a two-choice question.

Chat messages: Only Members who have had a smoothie can initiate the "Discuss" action in the App, and send each other Messages. Messages are visible in the messaging system accessible from the icon at the top right of the home page.

Crushnotes Pack: A classic and non premium member can send a crushnote once a day, it is nevertheless possible to buy additional crushnotes in packs of 10, 30 and 120.

FRUITZ premium: The FRUITZ Premium service is a monthly subscription that allows you to have access to more features than classic members. A premium member has unlimited likes, unlimited fruit discoveries, 5 crushnotes per day, access to the pollen feature once a week and additional icebrakers.

Services: All the services, whether paid or not, offered by FRUITZ to promote virtual or real dates between Members who have crossed paths and have a mutual interest, according to the selected search criteria.

Account: The account is the personal space dedicated to the Member on the App, which he/she accesses by registering and connecting to the App. It allows the Member to access the Services.

Facebook Connect: A feature that allows Members to use their Facebook account to identify themselves on the App to simplify the registration process.

ARTICLE 1: SCOPE

The T&Cs define the rights and obligations of the parties in connection with the use of the App. They are the basis of a contractual relationship between the Member and the FRUITZ company.

1.1 Conflict Of Standards

These General Terms and Conditions of Use (GTC) define the main rules for using the App. They are supplemented by the Privacy Policy and Frequently Asked Questions (FAQs) - to more accurately guide members in handling the App. In the event of a conflict between the various policies resulting in a lack of accessibility, intelligibility and/or predictability of the rules, these T&Cs take precedence over the Charter of Trust and FAQs.

1.2 Autonomy of Stipulations

In the event that one of the provisions of these T&Cs is declared null and void or inapplicable by the effect of a law, regulation or court decision of a competent court, the other provisions shall retain their validity and force, unless it is assumed that these T&Cs are distorted or that this results in a significant imbalance in the obligations of the parties.

ARTICLE 2: AMENDMENT OF T&Cs

2.1 Update

FRUITZ reserves the right, at any time and unilaterally, to supplement or modify these T&Cs as it deems necessary, or to terminate the Services.

The User will be invited to read the modified T&Cs.

It is the Member's responsibility to carefully read the T&Cs when they are updated and to take full note of the changes resulting from them.

The fact that the Member continues to use the App Services after the update of the T&Cs constitutes full acceptance by the Member of the changes made to the T&Cs.

In the event of disagreement with the modifications of the T&Cs, the Member may terminate the Services and terminate his/her Account in accordance with Article 16.

2.2 Immediate Application

The new T&Cs will apply immediately for Members.

ARTICLE 3: COMPETENT COURTS AND APPLICABLE LAW

3.1 Applicable Legislation

These T&Cs are subject to French law.

3.2 Competent Jurisdictions

The Member will first contact FRUITZ's internal teams to try to resolve his/her dispute with FRUITZ amicably.

Any dispute or litigation relating to the formation, interpretation, execution or termination of these T&Cs or in connection with these T&Cs that could not be resolved amicably will be submitted to the competent courts of Paris.

ARTICLE 4: REGISTRATION

4.1 Download Terms and Conditions

The App is available on legal download platforms, App Store and Google Play Store. It can be downloaded free of charge from the App Store, as well as from Google Play Store. Fruitiz will work on iPhones using a version equal to or higher than iOS 7.0, and on Android Smartphones using version 3.0 or higher.

4.2 Member's Right to Registration

When the necessary conditions for Member status are met, FRUITZ grants the Member, in a personal capacity, an Account containing:

- A profile card
- A messaging system
- A "notifications" option

4.3 Member's Obligations Upon Registration

The Member must be over 18 years old and guarantees that all the information he/she provides when registering is true and up to date.

Registration is done via Facebook Connect, which allows FRUITZ to use the profile photo, first name, age deducted from the date of birth and the Member's interests to create a profile card. Consequently, the Member must verify the authenticity of his/her information on Facebook before registering for the Services.

By registering, the Member agrees to these T&Cs and the Privacy Policy and undertakes to comply with the obligations incumbent on him/her, in particular those mentioned in the Member's Code of Conduct defined in Article 9 of these T&Cs.

ARTICLE 5: SERVICES AND FEATURES

5.1 Purpose of Services

The App provides FRUITZ Members with a fun, friendly and respectful service that encourages them to get in touch and meet other Members in close geographical proximity. FRUITZ's objective on service is to establish the most pleasant in-app connections possible to result in real meetings for personal purposes. Each Member is free to discuss and establish relationships with other Members in accordance with these T&Cs.

Under no circumstances can the services offered by FRUITZ be considered as marriage counselling or brokerage activities. They are intended solely to facilitate the meeting through the App depending on the location and preferences of Members, virtually or in real terms, between those with a mutual interest.

5.2 Free Services To Members

Some FRUITZ Services are available from the App free of charge (excluding connection and telecommunication costs) for the Member who undertakes to comply with these T&Cs, including:

- Sending 25 daily likes;
- Sending a daily crushnote;
- 3 fruit discoveries per day for male members and unlimited for female members;
- Unlimited sending of Messages in case of a smoothie;
- The unlimited possibility to change his/her fruit per day;
- The unlimited possibility to next profiles;
- To confidentially delete all Members whose behaviour justifies this choice, which will lead to a blocking of this member and the conversation will be blocked;

- To confidentially report all Members whose conduct is contrary to these T&Cs or applicable law;
- To configure your search preferences;
- To receive notifications;
- To consult the FAQs and the Tutorial;
- To know your remaining number of crushnotes;
- To complete your profile, in compliance with these T&Cs;
- To delete his/her Messages and voice messages.

The Paid Services made available via the App are accessible to Members by purchasing Packages, or monthly subscriptions according to the terms detailed in Article 10.1.

5.3 Paid Services available To Members

Some FRUITZ Services are available from the App for a fee (this cost does not include connection and telecommunication costs).

Descriptions of paid services:

The Crushnotes packs:

Pack of 10 crushnotes: 3,49€

Pack of 60 crushnotes: 13,99€

Pack of 120 crushnotes: 16,98€

Crushnotes have no expiry date and can be used by members at any time after payment.

Monthly subscriptions give members access to the following additional features and services:

- Unlimited fruit discoveries
- Unlimited likes to send
- 5 crushnotes to send per day
- Access to additional icebreakers
- One use per week of the pollen service (service described in the definitions of terms)

The 1-month subscription is available for purchase by all members at a purchase price of \$10.99 per month. The subscription can be revoked by members at any time in the internal

settings of their phone and subscription management. The FRUITZ subscription will be automatically renewed month by month, if the member does not unsubscribe, any month started will be invoiced and non-refundable.

The 6-month subscription is available for purchase by all members at a purchase price of \$5.49 per month. This subscription is invoiced per six-month period at a value of \$32.99. The subscription can be revoked by members at any time in the internal settings of their phone and subscription management. The 6-month FRUITZ subscription will automatically be renewed and billed in \$32.99 increments if members do not unsubscribe. Any portion invoiced is not refundable.

The 12-month subscription is available for purchase by all members at a purchase price of \$3.99 per month. This subscription is invoiced per 12-month period at a value of \$47.99. The subscription can be revoked by members at any time in the internal settings of their phone and subscription management. The 12-month FRUITZ subscription will automatically be renewed and billed in \$47.99 increments if members do not unsubscribe. Any portion invoiced is not refundable.

If a FRUITZ premium member deletes his/her account or uninstalls the FRUITZ app from his/her phone, subscriptions will not be cancelled or deleted. To terminate FRUITZ premium subscriptions, the member must go as specified in the three previous paragraphs to the internal subscription management settings on the App Store for iPhone and on the Play store for Android.

ARTICLE 6: PERSONAL DATA PROTECTION

6.1 Data Controller - Data Recipients

The data collected are processed by:

FLASHGAP SAS, a company with a share capital of 18,210.30€ registered under number 805 232 352 in the Paris Trade and Companies Register, which owns FRUITZ services, whose registered office is located at 5 rue du Pont aux Choux, 75003 Paris, FRANCE and represented by its CEO, Mr Julian KABAB.

Only certain employees of FRUITZ's customer and technical services and authorized managers process Members' personal data for the purposes described in article 6.2 below.

These employees and authorised managers have access only to the data they need in the course of their duties.

FRUITZ may also contract with authenticated and reliable subcontractors who may access, host and/or process certain personal data of Members on behalf of FRUITZ, as instructed by FRUITZ, in accordance with the Privacy Policy and who guarantee the security and confidentiality of Members' personal data. These subcontractors allow FRUITZ to compile statistics on the number of visitors and/or the use of the App and/or to ensure the proper functioning of the App.

The personal data of a Member identified as "publicly accessible to FRUITZ" in article 6.3 below which appear on his/her profile are accessible only to other FRUITZ Members who meet compatible search criteria.

6.2 Purposes of the processing operations carried out by FRUITZ

The data collected by FRUITZ is necessary for the proper functioning and improvement of the App Services that are offered to Members.

The data collected also allows FRUITZ to carry out statistical studies and marketing analyses related to the use of the App and Services by Members.

FRUITZ may finally access, store and share Members' personal data with authorized third parties in response to a legal request (search warrant, court order or other) or to comply with legal, regulatory, judicial or administrative obligations; detect or prevent fraudulent activities or breaches of the security of the Services, in accordance with and in compliance with the law.

6.3 Loyal Collection of Personal Data - Data Type

Identity data: The registration form is mandatory to access the Services and is collected by FRUITZ from Facebook to minimize formalism, via Facebook Connect. Registration requires the Member to provide some of his or her personal data:

- Photos: At a minimum, the public Facebook profile photo. The Member will then have the possibility to remove this photo and/or add other photos from his/her Facebook or smartphone photo library to his/her Account. For the sake of transparency, the photos published must represent the Member and must not mislead other Members about his/her appearance. These photos must not represent a celebrity, include a portrait of a minor, incarnate a racist, offensive, illegal or sexual message, or contain personal information. They

are published in the App under the sole responsibility of the Member. By becoming a Member, the latter accepts the publication of his/her photos in the App.

- his/her date of birth (only the age deducted from the date of birth is available on FRUITZ via Facebook)

- his/her sex (accessible to the FRUITZ public)

- his/her first name (accessible to the FRUITZ public)

- his/her name (inaccessible to the FRUITZ public)

- his/her fruit (accessible to the FRUITZ public)

- his/her e-mail address (inaccessible to the FRUITZ public). The Member undertakes to verify that the e-mail address retrieved via Facebook Connect is valid and/or to modify it in order to facilitate communication with FRUITZ.

Other personal data that the Member may enter in his/her Account, are optional and communicated at his/her sole discretion (either directly or via Facebook Connect) and under his/her sole responsibility.

A Member can thus allow access to his or her friend list on Facebook in order to view, when visiting another Member's profile, possible friends in common.

No other data is transmitted by Facebook to FRUITZ.

Position data (geolocation): Authorization is requested from the Member to collect and process data relating to his/her geolocation in order to allow FRUITZ to identify distances with other Members that have agreed to be geolocated. FRUITZ does not reconstruct the movements and/or itineraries of its Members. At no time is the exact location or itinerary of a Member visible to other Members. The pollen service does not specify the exact location of members with the same fruit.

The Member may withdraw his/her consent at any time and free of charge and deactivate the geolocation option on his/her smartphone. In this case, the new profiles in the vicinity will not be displayed.

Transaction data: FRUITZ does not collect or process any banking data. The App Store and the Google Play Store have chosen not to provide certain data to mobile applications, including transaction data. These data are collected and processed exclusively by these platforms, without FRUITZ's willingness to change this payment method.

Data relating to the communications exchanged: Messages are sent and stored on FRUITZ's servers (Google provider) exclusively to provide the Service for transmitting exchanges between Members who have had a Smoothie. Messages and voice messages are strictly private and are only binding on interested Members. FRUITZ's authorised managers do not exercise any right of access to these conversations, except upon judicial request and/or in accordance with applicable laws or regulations and/or as part of any evidence provided to FRUITZ by a Member in connection with an alert.

In addition, strictly private Messages will not be accessible to other Members not involved in the exchange, nor to any third parties.

Data relating to search preferences: By default, the App is set up to search for Members of different gender (man -> woman - woman -> man) and over an age range from 18 to 24 years. The Member may modify these parameters and enter in the App the age group and gender of the persons sought (male and/or female) in order to be linked exclusively to the profiles that meet its criteria. The Member then only sees profiles that match his or her search preferences.

Mobile Data: When the Member uses the App, FRUITZ collects server logs that may include information such as IP addresses, operating system or application failures. FRUITZ is not able to access the browsing history of its Members.

6.4 Additional Details On The Data Collected

The personal data that the Member has published in the App are made strictly invisible by FRUITZ to non-registered Internet users and third parties. FRUITZ cannot be held liable for data published on FRUITZ and disclosed by a Member.

The profile of the Member that does not match the search criteria of other Members will not appear for other Members.

6.5 Member Warning About Sensitive Data

Some data are legally qualified as "sensitive" under Article 8 of Law No. 78-17 Informatique et Libertés of 6 January 1978.

When registering on the App, the Member may choose to communicate certain sensitive data concerning him/her in connection with his/her description, such as, for example, his/her ethnic origin, sexual orientation or political opinions.

FRUITZ does not encourage the Member to communicate sensitive data to other Members or to FRUITZ via the App. If, despite everything, the Member wishes to communicate such data on his/her profile, the Member must write it himself/ herself on the "bio" section. This communication constitutes the Member's express consent to the collection and processing of this data by FRUITZ.

6.6 Member Rights Statement

In accordance with Law No. 78-17 of 6 January 1978, known as the Data Protection Act, each Member has the right to access, rectify, oppose and delete his/her personal data. Concerned about the concerns of its Members, FRUITZ undertakes to respect the protection of personal data and to process these requests as soon as possible. The Member may exercise his/her rights, subject to proof of identity, by sending a letter or email to the address mentioned in Article 17 of these GCU.

-The right of access authorizes the Member to question FRUITZ in order to obtain the communication of data concerning him/her in a form accessible on the basis of article 39 of the Data Protection Act.

-The right of rectification confers on the Member the right to require FRUITZ to rectify, complete, update or delete personal data concerning him/her that are inaccurate, incomplete, ambiguous, outdated or whose use, communication or storage is prohibited on the basis of Article 40 of the Data Protection Act.

-The right of opposition confers on the Member the right to object, free of charge and in a discretionary manner, to the use of his/her data by FRUITZ for prospecting purposes, in particular commercial purposes, on the basis of article 38 of the French Data Protection Act.

-The right of deletion confers on the Member the right to demand the deletion without charge at his/her discretion of the data communicated to FRUITZ, within the limits of the legal obligations incumbent on FRUITZ in its capacity as host.

These rights may only be exercised within the limits of FRUITZ's resources when using Facebook Connect. Some of the data has been communicated to FRUITZ via Facebook Connect and cannot therefore be rectified without Facebook's cooperation. The Member may also rectify most of the data concerning him/her on the App itself.

6.7 No transfer of your personal data

Personal data, whether or not visible to other Members, are not transferred by FRUITZ to third parties.

6.8 Data retention

FRUITZ keeps the Member's data for as long as necessary to use the Member's Account. In addition, it should be recalled that FRUITZ, in accordance with its status as a hosting provider, is required by law to retain certain personal data of Members for a period of one year on the basis of Article 6, II of the Law on Trust in the Digital Economy of 21 June 2004. With regard to the decree of 25 February 2011 on the storage and communication of data, the storage period imposed on FRUITZ runs from the creation of the content for the data mentioned in 1° and 2° of Article 6, II of the Law on Trust in the Digital Economy, i. e.:

- The connection identifier at the origin of the communication;
- The identifier assigned by the information system to the content;
- The types of protocols used;
- The nature of the operation;
- The dates and times of the operation;
- The identifier used by the author of the operation when he/she provided it.

The storage period imposed on FRUITZ runs from the termination of the Account or the deletion of the profile for the data mentioned in 3° of the same article, i. e.:

- Surnames and first names;
- The pseudonyms used;
- Associated email or account addresses;
- The password as well as the data allowing it to be verified or modified, in their latest updated version.

FRUITZ undertakes to use its best efforts and all means at its disposal to guarantee the optimal security of the data stored. It is still the Member's responsibility to take appropriate measures to protect his or her data.

FRUITZ refuses to collect data from minor children. In the event of a Member lying about his or her date of birth and more particularly in the event of fraudulent attestation on his or her majority, the parents of the minor child are invited to notify FRUITZ by sending an e-mail to the address indicated in Article 17, in order to request the deletion of the data. FRUITZ undertakes to delete all personal data concerning the minor child as soon as possible.

6.9 Data transfer outside the EU

When registering, the Member expressly agrees that his/her data may be transmitted to FRUITZ subcontractors located outside the European Union, for the purpose of carrying out statistical studies and, where applicable, hosting the data processed by the App. FRUITZ guarantees that these transfers are made under conditions that ensure the confidentiality and security of data and an adequate level of protection in compliance with the provisions of Articles 68 and 69 of the Data Protection Act.

ARTICLE 7: CNIL STATEMENT

7.1 CNIL STATEMENT

As the App collects information on its Members, it has been subject to prior declaration formalities with the CNIL.

ARTICLE 8: OBLIGATIONS AND LIABILITY OF FRUITZ

8.1 Technical and Safety Resources

FRUITZ undertakes to provide the infrastructure and technical means required to provide a quality Service to Members equipped with an iPhone terminal running on the IOS 9.0 operating system or higher, Android Smartphones using the kitkat version or higher.

FRUITZ shall not be held responsible for any malfunction of the Member's terminal or any compatibility problem between the App and the terminal.

All measures are taken to minimize the risk of fraudulent access to the FRUITZ system. In this respect, FRUITZ uses firewalls or equipment located between the Internet network and a company's private network to increase the security of the latter by filtering traffic to and from the Internet. However, it is impossible to guarantee the absolute security of a network. FRUITZ is not responsible for any failure, interruption or malfunction of the Services of the Member's Internet service provider, as well as any cause outside FRUITZ that could interrupt or damage access to the FRUITZ Services.

The Member must ensure that he/she has a secure email address. Despite or as a result of the omission of these precautions, the Member's Account is likely, in rare cases, to be the victim of fraud.

FRUITZ also wishes to warn the Member against any exceptional risk of receiving unwanted Messages or Messages allegedly from FRUITZ. The Member must be attentive and vigilant in order, if these hypotheses are realized, to notify FRUITZ by sending a letter or an email to the address provided in article 17 hereof.

8.2 Illegal Behaviours

FRUITZ and its partners may not be held liable for illegal or criminal actions committed by its Members, including, but not limited to

- All types of scams
- Prostitution
- Identity theft
- The infringement of the intellectual property rights of a third party.

8.3 Community Reporting and Moderation System

FRUITZ as host is under no legal obligation to monitor the content transmitted or stored via the Application pursuant to Article 6, I, 7° of the Law on Trust in the Digital Economy of 21 June 2004.

However, article 6-I-3° of the same law requires FRUITZ, as a host, to provide a notification system in order to report illegal, abusive and harmful content.

In this case, after verification by Customer Service, FRUITZ undertakes to promptly remove the said content.

Under Article 6-I-5 of the LCEN: knowledge of disputed content is presumed to have been acquired when the host is notified:

- the date of notification;
- the identity of the issuer of the content;
- the description of the disputed facts (with the possibility of attaching screenshots of the disputed content);
- the reasons why the content must be removed.

FRUITZ has therefore equipped the Application with a community moderation system allowing Members to report the content referred to in Article 6 I 7° of the LCEN if it constitutes, in particular, the justification of crimes against humanity, a provocation to commit acts of terrorism and their justification, incitement to racial hatred, hatred against persons on grounds of their sex, sexual orientation or gender identity or disability, as well as, in particular, child pornography, incitement to violence, incitement to violence against women, and violations of human dignity.

Guided by a particularly strict professional ethic in this respect and refusing to be associated with violent or insulting Members or with illegal, abusive and harmful comments or content, FRUITZ teams take this reporting procedure particularly seriously.

This is why, when the content published by a Member is the subject of such an alert, the Member who published the content is likely to have his/her Account suspended / terminated,

under the conditions provided for in Article 16.4 hereof, on the basis of the evidence provided by the issuer of the alert, in order to ensure the removal of the disputed content in accordance with FRUITZ's legal obligations.

The Member whose published content is the subject of a report will be informed of the suspension and then the termination of his/her Account via the App and/or by e-mail to the address he/she has provided. Under no circumstances will it be informed of the identity of the Member issuing the alert.

Outside this reporting procedure, Members have the option to delete another Member whose behaviour does not correspond to the rules of propriety, which will block any communication with the latter (mutual inability to access Likes, Crushnotes, and Messages sent or to be sent). However, it is possible to unlock a person free of charge and simply to be able to be in contact with them again. This action is confidential and offers Members a possibility of control over the Members with whom they wish to maintain or not maintain contact.

These reporting systems are accessible and operational:

- In the center on the right of the Member's profile and in the upper right corner of the conversation with the Member concerned on iPhone and Android smartphones;
- In the event of publication of content that has been the subject of an alert procedure and may be considered an offence under the laws and regulations in force, the Member who is the victim of such content is also invited to refer the matter to the competent police authorities.

Indeed, the reporting procedure set up by FRUITZ does not replace any complaint and legal procedure against the Member who initiated the disputed content reported.

Any abuse of the reporting system (unfounded and made in bad faith) will also be considered a violation of these T&Cs and may result in the suspension / termination of the Account of the Member who committed such abuse, in accordance with Article 16.4 of the T&Cs, in addition to the application of criminal sanctions in accordance with Article 6 I 4° of the LCEN and legal proceedings giving rise to compensation to victims for damages.

8.4 Prudence Rules

The Member is solely responsible for verifying the identity of the persons with whom he or she could arrange a "real" meeting. FRUITZ cannot be held responsible in the event of a problem of any nature whatsoever arising from a "real" meeting.

8.5 Collective demonstration

Any use of the FRUITZ Services for the purpose of organizing a collective meeting of its Members constitutes a misuse of the Service. It is strictly prohibited to plan or organize a demonstration on the public highway using the App. If such a meeting takes place, FRUITZ shall not be held liable for any breach of public order or any damage resulting from such meetings.

ARTICLE 9: MEMBER'S CODE OF CONDUCT

9.1 The Obligation Of Loyalty And Honesty When Registering

In order to become a Member, it is necessary to meet all the following conditions:

- To fulfil the conditions of majority as provided for by French law (being 18 years old);
- To have completed the information on his/her Facebook profile in a sincere and truthful manner. The Member must have communicated the first name, sex and date of birth attributed to him/her on his/her civil status. Failing this, the Member undertakes to correct any errors on his/her Facebook profile and to activate the synchronisation of information between his/her Facebook profile and his/her Account. The Member also undertakes to provide a valid email address (the one used on his/her Facebook account);
- To undertake to regularly update the information provided by accessing his/her Account from the App;
- To have read these T&Cs and accept them by validating his/her registration.

FRUITZ has neither the legal obligation nor the technical means to verify the identity and age of Members. However, in the event of doubt, the presence of suspicious elements or the denunciation of a third party via the "report" feature, which suggests identity theft or fictitious or erroneous information, FRUITZ will investigate as soon as possible and may rectify, if necessary, the information provided without distorting the Member's profile.

Throughout the investigation, FRUITZ reserves the right to suspend the Suspect Member's Account and access to the App and to carry out the necessary checks, in particular by requesting a copy of an official identity document. The Member will be informed of the suspension of his/her Account via the Application and/or by email sent to the address he/she has provided, in accordance with Article 16.4.

In the event that the Member is unable to provide such proof, or in the event of a proven breach of these T&Cs, FRUITZ may terminate the Account of the Member concerned in accordance with the conditions described in Article 16.4 hereof.

9.2 The obligation of honesty and loyalty during use

In order to remain a Member, all of the following conditions must be met:

- To be honest and sincere in your statements (age, sex, fruit).
- Not to post online any pictures of third parties, or any confidential information about others such as financial data.
- Not to publish pornographic or indecent content and photos on the App that violate human decency and dignity.
- To respect the privacy of the content and Messages and voice messages exchanged with other Members within the App and therefore not to disclose the content of these Messages to third parties.
- Not to infringe intellectual property laws.
- Not to disturb the peace.
- Not to commit the offence of defamation and, more generally, not to make abusive statements, in particular of a racial or discriminatory nature.
- To comply with applicable laws and regulations.
- Not to incite violence or condone terrorism, war crimes or crimes against humanity.
- Not to violate the rules of propriety and to remain correct towards other Members.
- Not in any way to affect the normal operation of the Services or the infrastructure of the Application.
- Not to use robots or tools other than those provided by FRUITZ within the App when making contact with others.
- Not to use the Application to organize escort services.
- Not to approach other Members in order to promote paid products or services.
- Not to disclose to other Members his or her login information, in particular the password and identifier of his or her Account.
- Not to advertise or induce in any way to use any other service, whether competitive or not, and not to commit any unfair competition offence.
- Not to use the Application to organize rallies or demonstrations.

The Member also refrains from making any copy and/or distribution, and/or transfer of technical data that he/she intercepts on the network in connection with the FRUITZ App.

9.3 Personal Use

The Member undertakes to use FRUITZ only for personal purposes. The FRUITZ network must not be used for commercial, promotional, electoral or recruitment purposes. The

sending of Messages for marketing and/or commercial purposes and/or newsletters via FRUITZ's messaging system, which would include, in particular and not exhaustively, content, indications or hypertext links referring to sites or media of third parties, and in particular competitors of FRUITZ, is strictly prohibited.

9.4 Member's Responsibility

The Member is solely responsible for his/her actions and the data he/she publishes via the App.

If FRUITZ's liability is sought in connection with the Member's failure to comply with his/her obligations, the Member guarantees FRUITZ against any conviction handed down against him/her, arising from the Member's violation of the law or these GCU.

FRUITZ does not exercise any moderation of the content published by Members and shared via the App: in particular, no photo, text and content to which hypertext links published by Members redirect are verified by FRUITZ teams. The Member may report illegal content that infringes French law or these GCU by using the moderation tools provided by the App.

9.5 Photos

All pornographic, exhibitionist, indecent and generally unethical photos are strictly prohibited. The publication of such photos constitutes serious misconduct, which may result in the suspension and/or termination of the Member's Account, without excluding other sanctions that may be imposed by the courts.

9.6 Meetings in real life

FRUITZ warns Members who wish to have meetings in real life. It is entirely up to the Members to verify the identity of the persons with whom they organize these meetings. The conduct of these "real" meetings is organised independently of FRUITZ, under the sole responsibility of the Members. FRUITZ shall not be held liable for acts and problems of any kind whatsoever committed or caused by Members and/or former Members during events occurring as a result of the use of the App. In this respect, FRUITZ messaging voluntarily offers the advantage, again with the aim of preserving the tranquility and security of its Members, of allowing Members to decide who will be allowed to view their profiles and chat with them.

For persons with whom the Member has agreed to exchange Messages, it is strongly recommended not to disclose information that does not appear on the FRUITZ profile such as telephone number, address or last name. FRUITZ strongly advises, as a security measure, to organize real meetings only in public places with high traffic or to notify a relative and only reveal their contact details after a reasonable time.

9.7 Account Maintenance

The Member must regularly check his/her chat and notifications by which FRUITZ will keep him/her informed, among other things, of information relating to his/her Services and any changes and updates made. This information may also be sent by email to the Member's email address obtained via Facebook Connect.

The Member can access the Services in his/her Account by connecting to the App using a confidential username and password. The Member is solely responsible for his or her login information and must ensure that no third party can access it. In particular, the Member warrants FRUITZ from any communication or use or statement made through his/her Account.

9.8 Equipments

The equipment (hardware or software) necessary for access to the Services as well as all other related costs, including telecommunication costs, are the sole responsibility of the Member. The Member is solely responsible for the material used in the Service.

ARTICLE 10: PAYMENT TERMS AND CONDITIONS

10.1 Fee

Crushnotes cannot be purchased individually. They are available as multi-Credit Packs and under the pricing conditions indicated in the App Store and the Google Play Store.

Premium subscriptions cannot be purchased for a 1-day use, the minimum duration is 1 week. They are available to all registered members and according to the pricing conditions indicated in the App Store and the Google Play Store. Any unsubscription must be made by the member directly in the App Store for iPhone and in the Play store for Android.

10.2 Payment Security

Packs and subscriptions are payable securely according to the payment terms provided and imposed by the App. The App Store and Google Play Store are solely responsible for the payment terms and process in which FRUITZ is not intended to intervene in accordance with the conditions imposed by the platforms. Any refund or payment request should be addressed to Apple, or Google, depending on the device from which the purchase was made.

Banking data is collected by Apple or Google independently of FRUITZ's will.

ARTICLE 11: SCOPE OF THE OFFER

11.1 Validity Period of Credits

The Crushnotes purchased have no expiry date. They are valid for an unlimited period of time within the framework of compliance with these T&Cs. However, in the event of early termination due to failure to comply with the present terms and conditions, FRUITZ reserves the right to terminate the Member's Account without the possibility of refunding Crushnotes still registered in the Member's Account.

Specific case of the Crushnotes offered: FRUITZ may offer Credits to Members as part of its loyalty program or for a special occasion.

11.2 Cumulative Offers

FRUITZ Crushnotes Packs can be combined with premium subscriptions. The number of Crushnotes of each Pack purchased is added to the Crushnotes previously registered in the Member's Account.

ARTICLE 12: COMMUNICATION WITH THE MEMBER

12.1 Push Notifications

The Member may receive Push notifications via the App in order to be notified of important events including, but not limited to :

- A Crushnote received from another Member
- A Message received from another Member
- A FRUITZ Message relating to the Member's Account or announcement.
- A smoothie, reflecting the common interest of two members.

The Member will be able to adjust his/her Push notifications preferences from the settings of his/her Account.

12.2 Newsletter And Text Messages

When registering on the App, the Member agrees to receive a newsletter or text messages for advertising or information purposes from FRUITZ or its partners. He/she may withdraw at any time by exercising his/her right of objection by sending an e-mail to the address given in Article 17.

ARTICLE 13: OBLIGATION TO DELETE INACTIVE ACCOUNTS

Starting on January 1, 2017, FRUITZ will delete inactive Accounts, as defined below.

An Account is considered inactive if, for a continuous period of one year, the Member's App has not established contact with FRUITZ's servers (in particular due to the deactivation of the geolocation option); and

The Member has not used the App. It is specified that these criteria are cumulative.

The Member will be informed by e-mail, to the address he/she has provided in the App (with Facebook connect), of the deletion of his/her Account upon reasonable notice.

ARTICLE 14 : INTELLECTUAL AND INDUSTRIAL PROPERTY

14.1 Trademark Law Prerogatives

The FRUITZ brand is the exclusive property of FLASHGAP (SAS registered under number 805 232 352 RCS Paris), FLASHGAP is the owner of all related rights. The trademark has been registered at the National Institute of Industrial Property under number 4332245.

Any reproduction and/or use and/or partial or total affixing and/or modification and/or deletion of the trademark and related rights such as, for illustration purposes and in a non-exhaustive manner, the slogan and logo proposed by the App, by any process whatsoever, in any form whatsoever, on any medium whatsoever and by any media whatsoever, is strictly prohibited without the prior express written consent of FRUITZ and is liable to legal proceedings.

The trademark is protected by articles L713-2 and following of the Intellectual Property Code currently in force in France and this for the whole world.

14.2 Copyright prerogatives

The original works proposed by FRUITZ are the exclusive property of FLASHGAP (SAS registered under number 805 232 352 RCS Paris). FLASHGAP is the owner of all the rights relating to it.

Any representation and/or reproduction and/or distribution and/or partial or total exploitation of the contents and Services offered by the Application such as software, animations, texts, videos, graphics and more generally the general structure, by any process whatsoever, in any form whatsoever, on any medium whatsoever and by any media whatsoever, is strictly prohibited without the prior express written authorization of FRUITZ and is liable to legal proceedings.

These original works are protected by articles L335-3 et seq. of the Intellectual Property Code currently in force in France and this, for the whole world.

14.3 The License

The rights of use granted by FRUITZ to Members are reserved for private and personal use. Any other use by the Member is prohibited without FRUITZ's authorization.

The Member grants FRUITZ and its partners a free, non-exclusive, worldwide, perpetual license to use, reproduce, represent, modify, translate and provide FRUITZ with any intellectual property element (texts, photos, videos, etc.) via the App for the non-exclusive purpose of supporting its communication efforts with other Members. This license will be used by FRUITZ within the limits of respect for image rights and the protection of the user's personal data, without distorting the authenticity of the Member's profile and remaining in accordance with his profile. This license authorizes FRUITZ to make these elements compatible with its technical performance or the formats of the media concerned. These rights are granted worldwide for the entire duration of the performance of these GTU between the Member and FRUITZ.

The Member remains the owner of the content and personal data provided by him/her.

The Member guarantees FRUITZ against any legal action, recourse or conviction against him/her arising from the Member's infringement of the intellectual property of a third party.

The Member guarantees FRUITZ against any claims or damages that may result from it.

ARTICLE 15: UNFAIR COMPETITION

It is strictly prohibited to design a product similar to the App or to create a derivative thereof, and more generally to be guilty of parasitism, acts of imitation, denigration or any other act

constituting unfair competition. If necessary, FRUITZ reserves the right to summon the Member in order to obtain full compensation for the damage caused to it by the Member. The Member is subject to severe legal sanctions if he/she succeeds or attempts to grant licenses or sub-licenses, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Services or the Application available to third parties in any way.

ARTICLE 16: TERMINATION OF THE CONTRACT

16.1 Account Logout By Member

The Member may at any time logout from his/her Account without notice via the App if he/she no longer wishes to be visible there.

When disconnecting the profile:

- The Member's profile will be made invisible to other Members for the past and future.
- There is no impact on the legal obligation to retain data.
- In the event that the Account is reactivated within 1 year of the Account closing, the stored data will be reassigned to its profile and the profile will become visible again.

16.2 Removal of the Application by the Member

The Member may delete the App from his/her mobile at any time without notice. As a result, the Member will no longer be able to access the App unless he or she downloads it again.

When uninstalling the application:

- The Member's profile will be made invisible to other Members for the past and future;
- There is no impact on the legal obligation to retain data;
- In the event that the Account is reactivated within 1 year after the Account has been closed, the data will be kept.
- Deleting the app does not remove the current monthly subscription.

However, it is recommended to log out from the App before uninstalling it. Failing this, the Member's profile will remain accessible within 24 hours of deleting.

16.3 Removal of the Account by the Member

The Member may decide to permanently delete his/her Account at any time in the FRUITZ app in the settings tab (top right on the profile page). The member may also request the deletion of an account by mail at the postal address of which appears in Article 17. This can be done at any time and without notice. Consequently, the Member's profile will be permanently deleted and all of his/her data will also be deleted. When the Member wishes to resume using the App, he/she must register under the same conditions as a first registration. When deleting the Account:

- The Member's profile will be made invisible to other Members;
- The Member's data will not be kept, the Member will lose all data concerning, matches, conversations, profiles seen and any additional information.
- The Member cannot reactivate his/her old Account.

16.4 Suspension / Termination of the Account by FRUITZ in the event of a Member's breach of the T&Cs

In the event of a Member's breach of the T&Cs, his/her Account may at any time be suspended as a precautionary measure and then automatically terminated by FRUITZ. FRUITZ may suspend the Member's Account for the period necessary for the checks carried out by FRUITZ customer service following a report in accordance with Article 8.3 or in the event of an alleged breach of the T&Cs that may be repaired.

The Member whose Account is suspended will be informed by FRUITZ of this decision by sending a notification on the App and/or by email. The Member is invited to contact FRUITZ customer service by e-mail in order to obtain further information on the reasons for the suspension of his/her account, to make any observations and/or to provide proof that the breach has been remedied.

If within 30 days of notification of suspension of the Account, the Member has not contacted FRUITZ customer service or if the information provided by the Member to customer service has not made it possible to remedy the breach, FRUITZ may notify the Member of the termination of his/her Account via the App and/or by email and inform the Member of the duration during which he/she may not re-register for the Application. If not specified, this period is set at 3 years from the date of notification of termination of the Account.

Upon termination of the Account:

- The Member's profile will be made invisible to other Members;
- The Member may not reopen an Account for a maximum period of 3 years from the date of notification of termination of the Account.

ARTICLE 17: CONTACT

FRUITZ, a subsidiary of Flashgap with a capital of €18,210.30, registered at 805 232 352 in the Paris Trade and Companies Register, can be contacted by post at 5 rue du Pont aux Choux, 75003 Paris, FRANCE.

The Member may also contact FRUITZ by e-mail at the following address: support@fruitz.io

ARTICLE 18: NON-DISCLOSURE AGREEMENT

Neither FRUITZ nor the Member is authorized to disclose information about their contract in the event of a dispute and each of the parties undertakes to respect a confidentiality clause that obliges it to prefer confidential negotiation in the event of a dispute.

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