

GENERAL TERMS AND CONDITIONS OF USE OF THE #PimkieXme PICTURE GALLERY

The present General Terms and Conditions of use are agreed upon between Société Diramode, a SAS (simplified joint stock) company with a share capital of 752.365,50 Euros whose registered offices are located at 1 rue John Hadley, 59654 Villeneuve d'Ascq, FRANCE, and whose company registration number is 301.571.931 at the LILLE METROPOLE Chamber of Commerce, acting on its own behalf and on behalf of affiliated legal entities controlled by DIRAMODE, any legal entities controlling DIRAMODE, affiliated legal entities controlled by the legal entity controlling DIRAMODE, with the understanding that the term "Control" is to be interpreted in the sense stated in Article L.233-3 of the French Code of Commerce (hereinafter referred to as «Pimkie» or «We/Us», and any person publishing own pictures within the conditions detailed below (hereinafter referred to as «You»).

The #PimkieXme picture gallery is accessible online at the pimkie.com website or any other sites maintained by Pimkie (hereinafter referred to as the «Site»).

ARTICLE 1 – PUBLISHING YOUR PICTURES

Pictures may be published on the #PimkieXme picture gallery in two manners:

- By uploading the picture file from your PC or smartphone to the Site, or
- By posting your picture to Instagram using the #PimkieXme hashtag or any other hashtag used specifically by Pimkie. Please note that your profile must be public for your pictures to be seen.

By uploading your picture file to the Site or by posting your picture to Instagram using the #PimkieXme hashtag or any other hashtag used specifically by Pimkie, you certify to Pimkie that:

- You are at least eighteen years old;
- You have taken this picture yourself and you are the owner of all the image and intellectual property rights to this picture;
- If the picture is subject to intellectual property rights held by a third party, that you have in your possession the required licenses, rights, agreements, and permissions for publishing the said picture.
- Our use of your picture as described in the present General Terms and Conditions of Use does not constitute any infringement upon the image property rights of a third party nor a violation of any laws;
- You have read and understood and that You accept the present General Terms and Conditions of Use.

ARTICLE 2 – SELECTION OF YOUR PICTURES

We select among your pictures in order to share your Pimkie style with others. The selected pictures must, in particular, match the spirit of the Pimkie brand, spotlight at least a Pimkie product, and be of good quality.

The pictures must under no circumstances (with the following list not being exclusive):

- be of violent, pornographic, offensive, defamatory, racist, and/or broadly speaking in violation of public order;
- infringe upon the image rights of individuals (minors or adults) and/or copyright of a third party;
- constitute an act of counterfeit or unfair competition;
- spotlight brands other than Pimkie in a conspicuous manner;
- feature nudity.

Pictures, captions, and/or remarks accompanying the posted pictures may not inflict damage on the reputation, private life, nor integrity on any person.

We reserve the right to not select any picture that does not match, totally or partially, the criteria cited above, without being held liable on whatsoever legal grounds.

If your picture matches the criteria defined above and We select it, We will contact You to request that you transfer to Us the right to use your picture, by responding to Us with #YESPIMKIE, in compliance with Article 3 below.

ARTICLE 3 – TRANSFER OF RIGHTS

By responding with #YESPIMKIE over a social network or by uploading your picture directly to our Site, You accept the present General Terms and Conditions of Use and you grant Pimkie, free of charge, the right to use your pictures for all purposes, sales or otherwise, over e-commerce or digital marketing sites of Pimkie, for advertising and promotion, including but not limited to websites, newsletters and/or social media.

Consequently, You transfer to Pimkie for the selected pictures, free of charge, for a duration of two (2) years:

- the right to use, broadcast, and exploit, worldwide, non-exclusively, copyright free
- the right to publish, reproduce, modify, and distribute all or part of the selected pictures.

For any other use of the pictures, we will contact you using the email address that you provide in order to obtain additional and special permissions.

ARTICLE 4 – PERSONAL DATA

Following publishing of your picture, Pimkie is likely to obtain some personal information such as your last and first names, email address, IP address, location, phone number, as well as any other information linked to your account on social networks or linked to your pictures.

You accept that your Personal Data be processed by Pimkie or a subcontractor.

Pimkie commits itself to taking all measures to ensure protecting and securing Personal Data transferred to Pimkie regarding you, in compliance with applicable and legal provisions.

Moreover, in compliance with the French "Data Protection Act No. 78-17" of the 6th of January 1978, you are entitled to access, modify, correct, object to and delete any data concerning you held by Pimkie. To do so, you merely need to make a request by email to contact@pimkie.com or in writing to the following post address:

Pimkie International - DIRAMODE
Service Données personnelles
1 rue John Hadley
59650 VILLENEUVE D'ASCQ
France

Any request for withdrawal of Personal Data implies deleting or withdrawing the selected picture.

ARTICLE 5 – LIMITATION OF LIABILITY

You are responsible for pictures that You publish on our Site or that You post to social networks.

Pimkie shall not be held liable for any direct, incidental, consequential, or punitive damages relating to the use of your picture or the Site or elements located on the Site or viewed via the Site.

ARTICLE 6 – DAMAGES

You understand and accept to defend Us and protect Pimkie in case of complaints, damages and any fees (including attorney fees) emanating from the use or publication of your picture, the violation or alleged violation of the present General Terms and Conditions of Use, or violation of the rights of a third party.

ARTICLE 7 – DELETION OF YOUR PICTURES

We reserve the right, without prior notice and at our sole discretion, without You being entitled to claim payment of any damages whatsoever from Pimkie, to delete the PimkieXme picture gallery, to delete your pictures from the PimkieXme picture gallery, to refrain from publishing your pictures, even in case of a reply from You to the #YESPIMKIE hashtag, or to request that You delete your pictures containing a #PimkieXme hashtag or any other hashtag used by Pimkie, from any social network.

ARTICLE 8 – CLAIMS OR WITHDRAWAL OF YOUR PICTURES

If You have any claims, or You believe that an element on the Site violates an intellectual property right that You hold or control or if You wish to withdraw your pictures, You can contact us at the following email address: yespimkiexme@pimkie.com or write to us at the following address:

PIMKIE / DIRAMODE
Service Web
1 rue John Hadley
59654 VILLENEUVE D'ASCQ
France

ARTICLE 9 – MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF USE

We reserve the right, without You being entitled to claim payment of any damages whatsoever from Pimkie, to modify the present General Terms and Conditions of Use at any time. Any modification shall take effect immediately as of its publication on the Site. We encourage you to view the General Terms and Conditions of Use upon each one of your visits to the Site and before each response containing a #YESPIMKIE hashtag.

ARTICLE 10 – ENTIRE AGREEMENT

No waiver of any provision of the General Terms and Conditions of Use shall take effect unless and until it has been stipulated in writing and signed by Pimkie. If one or several stipulations of the present General Terms and Conditions of Use are found invalid or held to be such in a application of a law, a regulation, or following a final ruling from a court of competent jurisdiction, the other stipulations shall remain in force to their full extent.

ARTICLE 11 – APPLICABLE LAW – COMPETENT JURISDICTION

The present General Terms and Conditions of Use are subject to French law.

In the event of a dispute, You can, if You wish, and if You comply with certain conditions defined below, seek the services of a mediator whose contact information shall be communicated to you by Pimkie.

It is to be noted that resorting to mediation is only valid in the event where:

- You have attempted to resolve the dispute directly with Pimkie via a written claim;
- Your request is not manifestly unfounded or unfair;
- The dispute has not already been considered by another mediator or court of law.

Moreover, referral to a mediator is a confidential procedure entirely at the expense of Pimkie, with the exception of lawyer and expert fees where applicable.