# Terms of Use for users of the ibti platform

# Preamble:

These Terms of Use govern the relationship between the company ibti, whose registered office is located at 4 rue Laurent Giaume, 06300 Nice, France, registered under the Siret number 95223562000012 (hereinafter referred to as "ibti"), and the end users (hereinafter referred to as "Users") accessing the ibti platform to search for leisure activities offered by service providers (hereinafter referred to as "Providers").

By using the ibti platform, the User unconditionally accepts these Terms of Use. These Terms of Use may be modified at any time by ibti, and new versions will be applicable as soon as they are published on the platform.

# Article 1: Purpose

These Terms of Use define the terms and conditions of use of the ibti platform by Users for searching and viewing leisure activities offered by Providers registered on the platform. As of now, the platform does not yet allow direct booking of activities.

# Article 2: Access to the platform

2.1. Access to the platform is free for Users; however, to use the platform and its features, the User must create an account by providing accurate and up-to-date information.

2.2. The User agrees to keep their login credentials confidential and not to share them with third parties. In case of fraudulent use of their account, the User must immediately inform ibti.

## **Article 3: Browsing activities**

3.1. The User may use the platform to browse activities offered by Providers, categorized or filtered according to their preferences.

3.2. ibti provides detailed information on each activity, as supplied by the Providers. These details are provided under the sole responsibility of the Providers.

3.3. Currently, the ibti platform does not allow direct booking or payment for activities online. The User is invited to contact the Provider directly to arrange and confirm their participation in an activity.

## Article 4: Liability

4.1. ibti acts as a technical intermediary enabling Providers to publish their activities and Users to browse these services. ibti is not responsible for the quality of services provided by the Providers, nor for any damages, losses, or disputes that may arise between Users and Providers.

4.2. ibti cannot guarantee the accuracy or availability of the information published by the Providers. Providers are solely responsible for the activities they offer and the information they publish on the platform.

# Article 5: Intellectual Property

5.1. The content available on the platform (texts, images, videos, logos, etc.) is protected by intellectual property rights and belongs to ibti or the Providers. Any unauthorized reproduction or exploitation of these contents is prohibited.

5.2. The User is permitted to share activity listings published on the platform (e.g., via link or on social media), provided that such sharing is done for informational and non-commercial purposes, without modifying the content, and in compliance with the rights of the Providers. Any other reproduction or exploitation is prohibited without the express authorization of ibti or the rights holder.

# Article 6: Personal Data

6.1. Personal data collected by ibti during account creation or platform usage is processed in compliance with French regulations, notably the General Data Protection Regulation (GDPR).

6.2. The User has the right to access, rectify, and delete their personal data. These rights can be exercised by contacting ibti at the following address: <u>ibtissam.k@ibti.fr</u>.

# Article 7: Security

7.1. ibti implements technical and organizational measures to ensure data security and protect Users' personal information against loss, theft, or unauthorized access.

7.2. The User agrees to use the platform securely and not to attempt to bypass or compromise the security measures put in place by ibti.

# **Article 8: Duration and Termination**

8.1. This agreement is concluded for an indefinite period upon the User's acceptance of these Terms of Use.

8.2. The User may terminate their account at any time by contacting ibti or following the procedure available on the platform.

8.3. ibti reserves the right to terminate or suspend a User's account in case of violation of these Terms of Use or behaviour contrary to the platform's usage rules.

## Article 9: Applicable Law and Jurisdiction

These Terms of Use are governed by French law. In case of disputes regarding their interpretation or execution, the parties will strive to find an amicable solution. If no resolution is found, the dispute will be submitted to the competent courts of ibti's registered office jurisdiction.