MAKES SPORT

GENERAL TERMS OF USE

TITLE I – General Provisions

Article 1 – Purpose of the General Terms of Use

1.1 Purpose

These General Terms of Use (hereinafter referred to as the "GTU") define the rules applicable to access to and use of the Makes Sport Platform and the digital Services offered to Users.

They specify in particular:
- the conditions of access to the Platform;
- the rights and obligations of Users;
- the rules governing the use of the proposed functionalities;
- the respective responsibilities of Makes Sport and Users.

1.2 Scope of application

These GTU apply to any person accessing the Makes Sport Platform or using all or part of the Services offered.

They concern in particular:
- visitors to the Platform;
- Users with an account;
- Partners using dedicated functionalities.

1.3 Presentation of the Platform

Makes Sport provides a digital Platform designed to facilitate access to services related to the sports sector, connect relevant stakeholders and enable the use of associated digital functionalities.

The proposed functionalities may evolve in order to improve the User experience, security and

quality of the Services.

1.4 Acceptance of the GTU

Access to the Platform and use of the Services imply full and complete acceptance of these GTU.

The User acknowledges:
- having read these provisions;
- having the necessary capacity to accept the GTU;
- undertaking to comply with them throughout the use of the Services.

1.5 Relationship with other contractual documents

These GTU complement other contractual documents applicable to Makes Sport, including:
- the General Terms and Conditions of Sale (GTCS);
- the Privacy Policy;
- the Legal Notice;
- any specific conditions applicable to certain Services.

1.6 Changes to the GTU

Makes Sport may modify these GTU to take into account legal, regulatory, technical or functional changes to the Platform.

New versions become applicable upon publication on the Platform, unless otherwise stated.

1.7 Documentary references

This article is supplemented by:
- the General Terms and Conditions of Sale (MS-201A);
- the Privacy Policy;
- the Legal Notice;
- applicable specific conditions.

Article 2 – Definitions

2.1 Purpose

This article defines the main terms used in these General Terms of Use in order to ensure consistent interpretation of the applicable provisions.

2.2 Platform

The "Platform" refers to all digital interfaces, websites, applications, tools and services operated by Makes Sport enabling access to the functionalities offered to Users and Partners.

2.3 Services

The "Services" refer to all functionalities, digital services, tools, content and services accessible from the Makes Sport Platform.

The Services may evolve to meet User needs, technical developments or regulatory requirements.

2.4 User

The "User" refers to any individual or legal entity accessing the Platform or using the Services offered by Makes Sport.

The User may have a personal account allowing access to certain functionalities.

2.5 Partner

The "Partner" refers to any individual or legal entity benefiting from specific access to certain Platform functionalities within the framework of a relationship with Makes Sport.

The Partner remains responsible for the information, content and elements it transmits or publishes on the Platform.

2.6 User Account

The "User Account" refers to the personal area created by the User to access Services requiring identification.

The User Account is associated with the information provided by the User during registration.

2.7 Content

The"Content" refers to all elements transmitted, published or made accessible on the Platform, including texts, images, information, documents, data, reviews or other digital elements.

2.8 Personal Data

"Personal Data" refers to any information allowing the direct or indirect identification of a natural person, in accordance with applicable regulations relating to personal data protection.

2.9 Contractual Documents

"Contractual Documents" refers to all documents applicable to the relationship between Makes Sport and Users, including:
- the General Terms of Use (GTU);
- the General Terms and Conditions of Sale (GTCS);
- the Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

2.10 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 3 – Acceptance of the GTU

3.1 Purpose

This article defines the conditions under which the User accepts these General Terms of Use and acknowledges their binding nature within the framework of use of the Makes Sport Platform.

3.2 Knowledge of the GTU

Before any use of the Services, the User acknowledges having had access to these GTU and having been able to review them in their entirety.

The User is invited to regularly consult these GTU in order to be informed of any applicable changes.

3.3 Full and complete acceptance

Access to the Platform, creation of a User Account or use of all or part of the Services implies full, complete and unconditional acceptance of these GTU.

This acceptance constitutes a necessary condition for access to the functionalities offered by Makes Sport.

3.4 User capacity

The User declares that they have the legal capacity necessary to accept these GTU and use the Services offered.

When a User acts on behalf of a legal entity or organization, they guarantee that they have the necessary authority to bind such entity.

3.5 Refusal of acceptance

A User who refuses these GTU cannot access Services requiring their acceptance.

Makes Sport reserves the right to limit or suspend access to Services in the event of use contrary to these provisions.

3.6 Acceptance of changes

Continued use of the Platform after modification of the GTU constitutes acceptance of the new applicable version, in accordance with the procedures established by Makes Sport.

3.7 Proof of acceptance

Makes Sport may retain elements demonstrating the User's acceptance of the GTU, particularly during Account creation or access to Services.

3.8 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

TITLE II – Access to the Platform and Account Creation

Article 4 – Conditions of Access to Services

4.1 Purpose

This article defines the conditions required for the User to access the Makes Sport Platform and the Services offered.

4.2 General access conditions

Access to Services requires the User to have:
- compatible equipment allowing access to the Platform;
- an appropriate internet connection;
- the technical resources necessary for the operation of the Services.

The User remains responsible for their computer equipment, devices and internet connection.

4.3 Access to open Services

Certain Platform functionalities may be accessible without creating a User Account.

These functionalities remain subject to compliance with these GTU and the applicable usage rules.

4.4 Access to Services requiring an account

Certain functionalities may require the prior creation of a User Account.

In this case, the User must provide the requested information and comply with the conditions provided in the article relating to account creation and management.

4.5 Service availability

Makes Sport implements the necessary means to allow access to Services under satisfactory conditions.

However, access may be temporarily interrupted, particularly for:
- maintenance operations;
- technical updates;
- security improvements;
- constraints beyond Makes Sport's control.

4.6 Access restrictions

Makes Sport may limit or suspend access to Services when a User:
- does not comply with these GTU;
- uses the Platform fraudulently or abusively;
- affects the operation or security of the Services.

4.7 User Obligations

The User undertakes to:
- use the Platform in accordance with its intended purpose;
- provide accurate information whenever necessary;
- maintain the security of their access credentials;
- respect the rights of Makes Sport and third parties.

4.8 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 5 – Creation and Management of the User Account

5.1 Purpose

This article defines the conditions applicable to the creation, use and management of the User Account allowing access to certain Services of the Makes Sport Platform.

5.2 Account creation

When access to certain Services requires the creation of a User Account, the User undertakes to provide the requested information completely, accurately and in an up-to-date manner.

Creating an account implies acceptance of these GTU as well as the applicable contractual documents.

5.3 Information provided by the User

The User guarantees that the information provided when creating or managing their account is accurate and consistent with reality.

The User undertakes to update their information whenever necessary in order to maintain the accuracy of the data associated with their account.

5.4 Account use conditions

The User Account is personal and intended for the use of its holder.

The User undertakes in particular to:
- not share access credentials with an unauthorized third party;
- not create a fraudulent account or impersonate another person;
- use their account in accordance with these GTU.

5.5 Account-related responsibility

The User remains responsible for actions carried out through their account, unless they can demonstrate fraudulent use independent of their will.

The User must inform Makes Sport as soon as possible in the event of suspected unauthorized use of their account.

5.6 Modification of account information

The User may modify certain information associated with their account according to the functionalities available on the Platform.

Makes Sport may request additional verification when necessary to ensure the security of the Services.

5.7 Account closure

The User may request closure of their account according to the procedures established by Makes Sport.

Closing the account does not affect obligations which, by their nature, must continue to produce effects after the end of use of the Services.

5.8 Suspension or deletion of the account

Makes Sport may suspend or delete an account in the event of:
- non-compliance with these GTU;
- fraudulent behaviour;
- breach of the security or operation of the Platform;
- violation of the rights of Makes Sport or third parties.

5.9 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 6 – Account Credentials and Security

6.1 Purpose

This article defines the rules applicable to the management of credentials, access protection and security obligations related to the User Account.

6.2 Creation and use of credentials

When access to Services requires authentication, the User has personal credentials allowing access to their User Account.

The User undertakes to provide accurate information and use their credentials in accordance with these GTU.

6.3 Confidentiality of credentials

Credentials and authentication methods are strictly personal.

The User undertakes to:
- maintain the confidentiality of their credentials;
- not disclose them to an unauthorized third party;
- take all necessary measures to prevent fraudulent use.

6.4 User responsibility

The User is responsible for the preservation and use of their credentials.

Any use of the Platform carried out using their credentials is deemed to have been performed by the User, unless proven otherwise.

6.5 Reporting unauthorized access

In the event of loss, theft, disclosure or suspected fraudulent use of credentials, the User must inform Makes Sport as soon as possible.

Makes Sport may take any necessary measures to protect the User Account and the security of the Platform.

6.6 Security measures implemented by Makes Sport

Makes Sport implements reasonable measures intended to ensure account security and protect access.

These measures may include:
- authentication systems;
- security controls.
- abuse prevention mechanisms.

6.7 Restrictions relating to access

The User is prohibited from:
- attempting to access another User's account;
- bypassing security systems;
- using a third party's credentials without authorization.

6.8 Preventive suspension

In the event of an identified risk to the security of an account or the Platform, Makes Sport may temporarily suspend certain accesses in order to protect Users and Services.

6.9 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 7 – Suspension and deletion of the User Account

7.1 Purpose

This article defines the conditions under which Makes Sport may suspend or delete a User Account, as well as the consequences applicable to the end of access to Services.

7.2 Temporary account suspension

Makes Sport may temporarily suspend a User Account when necessary, particularly in the event of:
- suspected fraudulent use;
- a risk to the security of the Platform;
- behaviour likely to affect the Services;
- non-compliance with these GTU.

Suspension constitutes a preventive measure intended to protect Users, Partners and the Platform.

7.3 Information provided to the User

When circumstances allow, Makes Sport informs the User of the suspension of their account and the reasons justifying this measure.

This information may be adapted when immediate disclosure of the relevant elements could compromise the security of the Services.

7.4 Account deletion initiated by the User

The User may request deletion of their User Account according to the procedures made available by Makes Sport.

Before any deletion, the User must ensure that they have recovered any information or content they wish to retain when this option is available.

7.5 Account deletion by Makes Sport

Makes Sport may delete a User Account, particularly in the event of:
- serious or repeated violation of these GTU;
- fraudulent behaviour;
- infringement of the rights of Makes Sport, Users or third parties;

- use contrary to applicable laws and regulations.

7.6 Consequences of account deletion

Deletion of the account results in the termination of access to the functionalities associated with the User Account.

However, certain data may be retained by Makes Sport when such retention is necessary to comply with applicable legal, regulatory or contractual obligations.

7.7 Survival of obligations after deletion

Deletion of an account does not affect obligations which, by their nature, must continue to produce effects after the end of the relationship between Makes Sport and the User.

7.8 Account reactivation

Where technically and legally possible, Makes Sport may authorize reactivation of a suspended account after verification of the User's situation.

7.9 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

TITLE III – Use of the Services

Article 8 – Proper use of the Platform

8.1 Purpose

This article defines the rules applicable to the use of the Makes Sport Platform in order to ensure compliant, secure and respectful use of the rights of all Parties.

8.2 Principle of proper use

The User undertakes to use the Platform and Services in accordance with:
- these GTU;
- applicable laws and regulations;
- security and operating rules implemented by Makes Sport.

Use of the Platform must remain compatible with its purpose and the functionalities offered.

8.3 Authorized uses

The User may use the Platform in particular to:
- access Services offered by Makes Sport;
- manage functionalities available from their User Account;
- view, transmit or use authorized content;
- interact with other participants present on the Platform in compliance with applicable rules.

8.4 General User obligations

The User undertakes to:
- use the Services fairly and responsibly;
- respect the rights of Makes Sport, Partners and other Users;
- not disrupt the normal operation of the Platform;
- maintain behaviour consistent with expected standards.

8.5 Prohibited uses

The User is particularly prohibited from:
- using the Platform for fraudulent or illegal purposes;
- attempting to access areas or data for which they are not authorized;
- compromising the security or operation of Services;
- distributing content infringing third-party rights;
- using the Platform for purposes contrary to its intended purpose.

8.6 Protection of the Platform

The User shall not take any action likely to:
- damage technical infrastructures;
- disrupt the availability of Services;
- bypass security measures implemented by Makes Sport.

8.7 Evolution of functionalities

Makes Sport may develop, modify or remove certain functionalities in order to improve the quality, security or performance of the Platform.

These changes may occur without constituting a modification of rights acquired by the User.

8.8 Consequences of non-compliance

In the event of violation of this article, Makes Sport may take any appropriate measure, including:
- a reminder of applicable rules;

- temporary limitation of functionalities;
- suspension or deletion of the User Account;
- any action necessary to protect its rights.

8.9 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 9 – User Obligations

9.1 Purpose

This article defines the general obligations applicable to any User using the Makes Sport Platform and associated Services.

9.2 Responsible use of Services

The User undertakes to use the Platform fairly, responsibly and in accordance with its intended purpose.

The User must in particular:
- comply with these GTU and applicable contractual documents;
- use the proposed functionalities in accordance with their purpose;
- adopt respectful behaviour towards Makes Sport, Partners and other Users.

9.3 Accuracy of information provided

The User guarantees that the information communicated to Makes Sport is accurate, complete and up to date.

The User undertakes to inform Makes Sport of any necessary changes when such information affects access to or use of the Services.

9.4 Compliance with laws and regulations

The User undertakes to comply with all applicable legal and regulatory provisions when using the Platform.

The User must not use the Services for purposes:
- fraudulent;
- unlawful;

- infringing the rights of third parties.

9.5 Respect for other Users and Partners

The User undertakes to adopt respectful behaviour in all interactions carried out through the Platform.

The following are particularly prohibited:
- abusive behaviour;
- statements that infringe the rights or dignity of others;
- practices likely to disrupt exchanges or Services.

9.6 Protection of access and data

The User must take all necessary measures to protect:
- their credentials;
- their User Account;
- information they may access within the framework of the Services.

9.7 Publication of Content

When the User publishes or transmits content on the Platform, the User guarantees that they hold the necessary rights and comply with the rules set out in these GTU.

9.8 Cooperation with Makes Sport

The User undertakes to cooperate with Makes Sport in the event of technical difficulties, security issues or requests necessary for the proper operation of the Services.

9.9 Consequences of non-compliance

In the event of failure to comply with the obligations provided for in this article, Makes Sport may take any appropriate measure in accordance with these GTU, including:
- limiting certain functionalities;
- suspending a User Account;
- deleting a User Account;
- taking any action necessary to protect its rights.

9.10 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 10 – Partner Obligations

10.1 Purpose

This article defines the obligations applicable to Partners using the Makes Sport Platform and associated Services within the framework of their activities.

10.2 Professional use of the Platform

Partners undertake to use the Platform in accordance with:
- these GTU;
- the General Terms and Conditions of Sale when applicable;
- the specific rules communicated by Makes Sport.

The Partner uses the functionalities made available only within the framework provided by the relationship established with Makes Sport.

10.3 Accuracy of published information

The Partner guarantees the accuracy, reliability and updating of the information, content and data they transmit or publish on the Platform.

The Partner remains responsible for the information communicated to Users through the Services.

10.4 Respect for third-party rights

The Partner undertakes not to publish or transmit any content likely to:
- infringe third-party intellectual property rights;
- violate applicable confidentiality rules;
- infringe the rights or legitimate interests of any person.

10.5 Relations with Users

The Partner undertakes to adopt professional and respectful behaviour in exchanges with Users.

The Partner remains responsible for commitments, information or services directly offered to Users when these fall within their own activity.

10.6 Compliance with Makes Sport rules

The Partner undertakes to comply with the operating, security and quality rules defined by Makes Sport.

Makes Sport may request any necessary modification to ensure compliance of the Partner's content

or practices.

10.7 Security of Partner access

The Partner must ensure the protection of professional access credentials.

The Partner undertakes to inform Makes Sport as soon as possible in the event of loss, compromise or unauthorized use of access credentials.

10.8 Prohibited actions applicable to Partners

Partners are particularly prohibited from:
- using the Platform for fraudulent purposes;
- providing inaccurate or misleading information;
- misusing the proposed functionalities;
- damaging the image or interests of Makes Sport.

10.9 Consequences of non-compliance

In the event of failure to comply with the obligations provided for in this article, Makes Sport may take any appropriate measure, including:
- requesting correction or removal of content;
- limiting certain functionalities;
- suspending Partner access;
- ending the contractual relationship according to applicable conditions.

10.10 Documentary references

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 11 – Content Published on the Platform

11.1 Purpose

This article defines the rules applicable to content published, transmitted or made accessible by Users and Partners on the Makes Sport Platform.

11.2 Definition of published content

Published content includes in particular:
- texts;
- images;

- videos;
- documents;
- descriptive information;
- reviews, comments or contributions;
- any digital element transmitted through the Platform.

11.3 Responsibility for Content

Each User and each Partner remains responsible for the content they publish, transmit or make available on the Platform.

They guarantee that the distributed content complies with these GTU and applicable rules.

11.4 Guarantee of ownership of rights

The User and the Partner guarantee that they hold all necessary rights, authorizations or licenses relating to the content they publish.

They undertake not to use the Platform to distribute third-party content without prior authorization.

11.5 Respect for third-party rights

The published content must not infringe:
- intellectual property rights;
- personality rights;
- confidentiality;
- personal data;
- the rights or legitimate interests of third parties.

11.6 Prohibited Content

It is particularly prohibited to publish or transmit content:
- that is unlawful or fraudulent;
- that infringes the dignity of individuals;
- containing intentionally false or misleading information;
- likely to harm the operation or image of Makes Sport.

11.7 Use of Content by Makes Sport

Where necessary for the operation, improvement or promotion of the Services, the User and the Partner authorize Makes Sport to use the transmitted content within the limits provided by the applicable contractual documents.

This authorization does not constitute a transfer of ownership of the content.

11.8 Content Moderation and Removal

Makes Sport may review, remove or make inaccessible any content that is contrary to:
- these GTU;
- applicable laws and regulations;
- the rights of Makes Sport or third parties.

11.9 Reporting Content

Any person may report to Makes Sport content likely to violate these GTU or applicable regulations.

Makes Sport will review the report and may take appropriate measures.

11.10 Consequences of Non-Compliance

In the event of publication of non-compliant content, Makes Sport may:
- request its modification or removal;
- limit certain functionalities;
- suspend or delete an account;
- take any action necessary to protect its rights.

11.11 Documentary References

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 12 – Rules of Conduct

12.1 Purpose

This article defines the rules of conduct applicable to Users and Partners within the framework of use of the Makes Sport Platform and exchanges carried out through the Services.

12.2 General Principle of Conduct

Each User and each Partner undertakes to adopt respectful, fair and responsible behaviour consistent with the values promoted by Makes Sport.

Use of the Services must take place in a spirit of respect, cooperation and responsibility.

12.3 Respect for Individuals

The User and the Partner undertake not to adopt behaviour that is:
- discriminatory;
- threatening;
- violent;
- offensive;
- harmful to the dignity or reputation of any person.

12.4 Communication and Exchanges

Exchanges carried out through the Platform must comply with applicable rules of courtesy and respect.

The following are particularly prohibited:
- abusive or harassing messages;
- unauthorized solicitations;
- communications intended to divert Users from the Services offered.

12.5 Fair Use of Functionalities

The User and the Partner undertake to use the available functionalities only for the purposes intended by Makes Sport.

It is prohibited to divert the Services for purposes unrelated to their intended use.

12.6 Prevention of Abusive Behaviour

Makes Sport may take necessary measures to prevent or stop any behaviour likely to:
- disrupt the Services;
- harm Users or Partners;
- damage the image or interests of Makes Sport.

12.7 Reporting Inappropriate Behaviour

Any User or Partner may report behaviour contrary to these GTU to Makes Sport.

Makes Sport may review the situation and take appropriate measures.

12.8 Consequences of Non-Compliance

In the event of behaviour contrary to the rules set out in this article, Makes Sport may:
- issue a warning;
- limit certain functionalities;
- suspend a User or Partner Account;
- delete an account;
- take any action necessary to protect its rights.

12.9 Documentary References

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

TITLE IV – Operation of Digital Services

Article 13 – Platform Availability

13.1 Purpose

This article defines the conditions relating to the availability of the Makes Sport Platform and specifies Makes Sport's commitments regarding access to digital Services offered to Users and Partners.

13.2 Principle of Availability

Makes Sport implements reasonable means to enable regular and secure access to the Platform.

Service availability depends in particular on the technical conditions required for the operation of digital infrastructures.

13.3 Makes Sport Commitments

Makes Sport strives to ensure:
- continuity of access to Services;
- general security of the Platform;
- correction of identified malfunctions;
- progressive improvement of the proposed functionalities.

These commitments constitute obligations of means.

13.4 Temporary Interruptions

Access to the Platform may be temporarily interrupted, particularly in the event of:
- maintenance operations;
- technical updates;
- security improvements;
- infrastructure changes;
- events beyond Makes Sport's control.

13.5 Scheduled Maintenance

Where possible, Makes Sport may inform Users and Partners of scheduled maintenance periods likely to affect access to Services.

13.6 Limitations Related to Networks and Equipment

The User acknowledges that access to Services also depends on:
- computer or mobile equipment;
- internet connection;
- telecommunications networks used.

Makes Sport cannot be held responsible for interruptions resulting from these external elements.

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13.7 Continuous Improvement of Services

Makes Sport may evolve the Platform in order to improve:
- Service quality;
- security;
- User experience;
- technical performance.

These changes may result in temporary or permanent modifications to certain functionalities.

13.8 Documentary References

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 14 – Maintenance and Evolution of Services

14.1 Purpose

This article defines the conditions under which Makes Sport performs maintenance, updates and evolution operations of the Platform and Services offered.

14.2 Maintenance Principle

Makes Sport may carry out all operations necessary to maintain the Platform in operational condition, including to ensure:
- Service security;
- technical stability;
- correction of anomalies;
- performance improvement.

14.3 Scheduled Maintenance

Makes Sport may perform scheduled maintenance operations likely to cause temporary interruption or limitation of access to certain Services.

Where possible, Makes Sport informs Users and Partners of planned operations.

14.4 Corrective Maintenance

In the event of malfunction, technical incident or security issue, Makes Sport may intervene to restore normal operation of Services.

These interventions may be carried out without prior notice when urgency or Platform security requires it.

14.5 Service Evolution

Makes Sport may evolve the proposed functionalities in order to address:
- technical developments;
- User needs;
- security requirements;
- regulatory changes.

These changes may result in modifications, additions or removal of certain functionalities.

14.6 No Guarantee of Maintaining Functionalities

The User acknowledges that Services may evolve and that certain functionalities may be modified or replaced to improve the overall quality of the Platform.

14.7 User Obligations

The User undertakes to:
- review important changes communicated by Makes Sport;
- use new functionalities in accordance with these GTU;
- update equipment where necessary for operation of Services.

14.8 Limitation of Liability

Makes Sport shall not be liable for consequences resulting from temporary interruption or modification of Services carried out in accordance with these GTU.

14.9 Documentary References

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 15 – Assistance and Support

15.1 Purpose

This article defines the conditions under which Makes Sport may provide assistance to Users and Partners regarding use of the Platform and Services offered.

15.2 Principle of Assistance

Makes Sport provides support resources designed to assist Users and Partners in using the features available on the Platform.

The purpose of assistance is to facilitate the use of the Services and to address difficulties encountered during normal use.

15.3 Scope of Assistance

Assistance may include:

- questions relating to the operation of the Services;
- difficulties accessing the Platform;
- technical issues reported by Users;
- requests relating to available functionalities.

15.4 Contact Methods

Assistance requests may be submitted to Makes Sport through the contact methods indicated on the Platform or in the applicable contractual documents.

The User must provide the information necessary to allow analysis and processing of the request.

15.5 User Cooperation Obligations

To enable effective processing of requests, the User undertakes to:
- accurately describe the difficulty encountered;
- provide useful information for diagnosis;
- comply with instructions provided by Makes Sport.

15.6 Limits of Assistance

Assistance does not cover in particular:
- issues related to the User's personal equipment;
- difficulties arising from the User's internet access or technical environment;
- uses that do not comply with these GTU.

15.7 Processing Times

Makes Sport strives to process assistance requests within reasonable timeframes depending on their nature, complexity and the technical constraints encountered.

Processing times may vary depending on the priority level and circumstances of the request.

15.8 Support Evolution

Makes Sport may change assistance procedures in order to improve the quality of support provided to Users and Partners.

15.9 Documentary References

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

Article 16 – Technical Limitations

16.1 Purpose

This article defines the technical limitations that may affect access to, use of, or operation of the Services offered by Makes Sport.

16.2 Technical Dependencies

The User acknowledges that access to Services depends on various technical elements, including:
- equipment used by the User;
- software and systems required for access;
- communication networks;
- quality of the internet connection.

Makes Sport does not control all of these external elements.

16.3 Equipment Compatibility

The User remains responsible for having equipment compatible with the technical requirements necessary for operation of the Services.

Makes Sport may change technical requirements to ensure Platform security, performance and quality.

16.4 Network-related Limitations

Interruptions, slowdowns or access difficulties may result from constraints related to telecommunications networks, internet service providers or any other element outside Makes Sport's control.

16.5 Security and Technical Constraints

Makes Sport implements reasonable measures intended to ensure Service security and availability.

However, no computer system can guarantee absolute security, and the User acknowledges risks inherent to digital technologies.

16.6 Incompatible Uses

Makes Sport cannot be held responsible for difficulties resulting from:
- improper use of Services;

- insufficient or unsuitable equipment;
- unauthorized modification of technical settings;
- actions carried out by an unauthorized third party.

16.7 Necessary Technical Changes

Makes Sport may modify certain technical characteristics of the Platform in order to:
- maintain Service security;
- comply with regulatory changes;
- improve overall performance.

16.8 Limitation of Liability

Within the limits permitted by applicable regulations, Makes Sport shall not be liable for damages resulting exclusively from external technical constraints or inappropriate use of Services by the User.

16.9 Documentary References

This article is supplemented by the GTCS, the Privacy Policy, the Legal Notice and any applicable specific conditions.

TITLE V – Personal Data and Confidentiality

Article 17 – Personal Data Protection

17.1 Purpose

This article defines the principles applicable to the collection, processing, use and protection of Users' and Partners' personal data within the framework of use of the Makes Sport Platform and associated Services.

Makes Sport undertakes to process personal data in accordance with applicable legal and regulatory provisions, particularly those relating to personal data protection.

17.2 Data Controller

Within the framework of the Services provided, Makes Sport acts as the data controller for personal data processing activities carried out for the purposes defined in the Privacy Policy.

Makes Sport determines in particular:
- the purposes of the processing activities carried out;
- the means necessary for their implementation;
- the measures intended to ensure data protection.

17.3 Data Collected

Makes Sport may collect different categories of personal data necessary for operation of the Services, including:
- identification data;
- information relating to the User Account;
- data necessary for use of functionalities;
- technical data related to use of the Platform.

17.4 Purposes of Processing

Personal data may be used in particular to:
- allow access to Services;
- manage User Accounts;
- ensure operation of the Platform;
- improve functionalities;
- ensure Service security;
- comply with applicable legal obligations.

17.5 Makes Sport Obligations

Makes Sport undertakes to implement appropriate measures to protect personal data, limit access to authorized persons, ensure confidentiality and respect the rights of data subjects.

17.6 User Obligations

The User undertakes to provide accurate information, respect personal data accessed through the Services and comply with applicable confidentiality rules.

17.7 Data Security

Makes Sport implements technical and organizational measures designed to ensure an appropriate level of security. The User acknowledges that no digital system can guarantee absolute security.

17.8 Rights of Data Subjects

Data subjects have rights relating to access, rectification, deletion, restriction, objection and portability where applicable. Procedures are specified in the Privacy Policy.

17.9 Documentary References

This article is supplemented by:

- the Makes Sport Privacy Policy;
- the GTCS MS-201A;
- the Legal Notice;
- applicable specific conditions.

Article 18 – Use of Data

18.1 Purpose

This article defines the conditions for use of data collected or processed by Makes Sport within the framework of providing Services to Users and Partners.

18.2 Principles of Data Use

Makes Sport uses collected data only for specific, legitimate and compatible purposes, in compliance with applicable regulations, the Privacy Policy and data subject rights.

18.3 Operational Purposes

Data may be used to:
- enable access to Services;
- manage User Accounts;
- process requests;
- improve functionalities;
- ensure Platform security and reliability;
- prevent fraudulent or abusive use.

18.4 Service Improvement

Makes Sport may use certain data in order to analyze use of the Platform and improve:

- Service quality;
- User experience;
- technical performance;
- overall security of the proposed functionalities.

Such processing activities are carried out in compliance with applicable personal data protection rules.

18.5 Communication with Users

Makes Sport may use contact details provided by Users in order to send information relating to:

- operation of the Services;

- important developments of the Platform;
- information necessary for User Account management.

Any commercial communications are carried out in accordance with applicable regulations.

18.6 Transfer of Data to Third Parties

Makes Sport may transfer certain data to service providers or technical partners when necessary for the operation of the Services.

Such transfers are carried out in compliance with:
- the defined purposes;
- confidentiality obligations;
- applicable regulatory requirements.

18.7 Prohibition of Improper Use

Data accessible within the framework of the Services may not be used by Users or Partners for unauthorized purposes.

It is particularly prohibited to:
- collect data without authorization;
- use another person's data for personal or commercial purposes not provided for;
- misuse information obtained through the Platform.

18.8 Data Retention

Makes Sport retains personal data for a period proportionate to the purposes for which it is processed and in accordance with applicable legal obligations.

The precise retention methods are defined in the Privacy Policy.

18.9 Documentary References

This article is supplemented by:
- the Makes Sport Privacy Policy;
- the GTCS MS-201A;
- the Legal Notice;
- any applicable specific conditions.

Article 19 – Confidentiality

19.1 Purpose

This article defines confidentiality obligations applicable to Makes Sport, Users and Partners regarding information exchanged or accessible through use of the Platform and Services.

19.2 Principle of Confidentiality

Each Party undertakes to preserve the confidentiality of information it becomes aware of within the framework of its relationship with Makes Sport.

Such information may only be used for purposes related to use of the Services or performance of applicable contractual relationships.

19.3 Confidential Information

Confidential information includes, when not public:
- User Account information;
- personal data;
- technical information relating to the Platform;
- commercial or organizational information;
- exchanges carried out within the Services.

19.4 Makes Sport Obligations

Makes Sport undertakes to:
- protect confidential information it becomes aware of;
- limit access to authorized persons only;
- implement appropriate measures to ensure protection;
- not use such information for purposes incompatible with the Services offered.

19.5 User and Partner Obligations

Users and Partners undertake to:
- maintain confidentiality of information they access;
- not disclose confidential information to unauthorized third parties;
- use such information only within the framework provided by the Services.

19.6 Exceptions to Confidentiality

Confidentiality obligations do not apply to information:
- already public at the time of disclosure;

- made public without breach of these obligations;
- whose disclosure is required by legal or regulatory obligation.

19.7 Protection of Exchanged Information

The Parties undertake to take all reasonable measures necessary to prevent any disclosure, loss, misuse or unauthorized access to confidential information.

19.8 Duration of Confidentiality Obligations

The obligations set out in this article remain applicable throughout the period of use of the Services and continue to produce their effects after the end of the contractual relationship when the nature of the information concerned justifies it.

19.9 Consequences of Violation

Any violation of confidentiality obligations may result in:

- limitation or suspension of access to Services;
- deletion of a User or Partner Account;
- any action necessary to protect the interests of Makes Sport or the persons concerned.

19.10 Documentary References

This article is supplemented by:

- the Makes Sport Privacy Policy;
- the GTCS MS-201A;
- the Legal Notice;
- any applicable specific conditions.

Article 20 – Cookies and Similar Technologies

20.1 Purpose

This article defines the rules applicable to the use of cookies and similar technologies used when accessing the Makes Sport Platform and using the Services.

20.2 Definition of Cookies

Cookies are files or technologies used to store certain information relating to a User's browsing on the Platform.

They may enable operation of Services, improve User experience or analyze Platform usage.

20.3 Use of Cookies by Makes Sport

Makes Sport may use cookies and similar technologies in order to:
- ensure technical operation of the Platform;
- secure access to Services;
- remember certain User preferences;
- improve performance and functionalities;
- analyze Platform usage.

20.4 Categories of Cookies Used

Cookies may include:
- cookies necessary for operation of Services;
- preference cookies improving User experience;
- measurement and analytics cookies;
- cookies requiring consent where required by regulations.

20.5 Consent Management

Where required by applicable regulations, Makes Sport obtains User consent before placing certain cookies or similar technologies.

The User may manage their preferences according to the options provided on the Platform.

20.6 Browser Settings

The User may configure their browser to control, limit or delete certain cookies.

Disabling certain necessary cookies may affect Platform functionalities.

20.7 Data Collected by Similar Technologies

Information collected may include:
- browsing data;
- information relating to use of Services;
- technical settings required for Platform operation.

This data is processed in accordance with the Privacy Policy.

20.8 Evolution of Technologies Used

Makes Sport may evolve technologies used to improve security, performance or Platform functionalities.

Any changes are made in compliance with applicable rules relating to the protection of personal data.

20.9 Documentary References

This article is supplemented by:
- the Makes Sport Privacy Policy;
- the GTCS MS-201A;
- the Legal Notice;
- any applicable specific conditions.

TITLE VI – Responsibilities

Article 21 – Makes Sport Responsibility

21.1 Purpose

This article defines the conditions under which Makes Sport responsibility may be engaged regarding access to the Platform and use of Services offered to Users and Partners.

21.2 Principle of Responsibility

Makes Sport implements reasonable means necessary to ensure operation, security and quality of Services.

Makes Sport commitments constitute obligations of means within the limits provided by these GTU and applicable regulations.

21.3 Makes Sport Obligations

Makes Sport undertakes in particular to:
- provide a Platform accessible under reasonable conditions;
- protect data in accordance with applicable contractual documents;
- implement measures intended to preserve Service security;
- process User requests according to applicable procedures.

21.4 Limitations Related to Technical Constraints

Makes Sport shall not be liable for difficulties resulting from:
- User equipment;
- telecommunications networks;
- internet service providers;
- external software or systems;
- events beyond its control.

21.5 Limitation of Liability

Within the limits permitted by applicable regulations, Makes Sport shall not be liable for damages resulting from:

- improper use of Services by the User;
- inaccurate information provided by a User or Partner;
- temporary interruption required for maintenance or Service evolution;
- external events beyond Makes Sport reasonable control.

21.6 Service Security

Makes Sport implements appropriate technical and organizational measures to limit risks related to Platform use.

However, the User acknowledges that no digital environment can guarantee absolute security.

21.7 User Cooperation

The User undertakes to cooperate with Makes Sport to facilitate identification and resolution of technical or security difficulties.

21.8 Consequences of Breach

In the event of breach by Makes Sport of its contractual obligations, applicable measures are determined in accordance with these GTU, associated contractual documents and applicable legal provisions.

21.9 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

Article 22 – User Responsibility

22.1 Purpose

This article defines the responsibilities applicable to the User within the framework of access to the Makes Sport Platform and use of the Services offered.

22.2 Principle of User Responsibility

The User remains responsible for the use made of the Platform, their User Account and the accessible Services.

The User undertakes to use the Services in accordance with:
- these GTU;
- applicable contractual documents;
- applicable laws and regulations.

22.3 Responsibility relating to information provided

The User is responsible for the information communicated to Makes Sport.

The User guarantees:
- the accuracy of the information provided;
- the updating of data necessary for operation of the Services;
- the legitimacy of information or content published.

22.4 Responsibility relating to the User Account

The User is responsible for:
- keeping their credentials secure;
- using their User Account;
- actions carried out from their account.

The User must inform Makes Sport as soon as possible in the event of loss, fraudulent use or unauthorized access.

22.5 Responsibility relating to published content

The User remains responsible for content transmitted or published on the Platform.

The User guarantees:
- holding the necessary rights to distributed content;
- respecting third-party rights;
- not publishing content prohibited by these GTU.

22.6 Prohibited uses

The User is responsible for any use contrary to applicable rules, including:
- fraudulent uses;
- unauthorized access attempts;
- breaches of Platform security;
- behaviour causing harm to Makes Sport or third parties.

22.7 Cooperation with Makes Sport

The User undertakes to cooperate with Makes Sport in the event of:
- technical incidents;
- security issues;
- requests necessary for proper operation of Services.

22.8 Consequences of non-compliance

Makes Sport may take appropriate measures, including:
- limiting certain functionalities;
- suspending the User Account;
- deleting the account;
- taking any action necessary to protect its rights or those of third parties.

22.9 Documentary references

This article is supplemented by:
- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- applicable specific conditions.

Article 23 – Partner Responsibility

23.1 Purpose

This article defines the responsibilities applicable to Partners using the Makes Sport Platform and associated Services.

23.2 Principle of Partner Responsibility

The Partner remains responsible for actions, information, content and commitments carried out or communicated through the Platform.

The Partner undertakes to comply with:
- these GTU;
- applicable contractual documents;
- applicable laws and regulations.

23.3 Responsibility for Published Information

The Partner guarantees the accuracy, reliability and up-to-date nature of the information it provides or publishes on the Platform.

The Partner remains responsible in particular for:

- the descriptions presented to Users;
- the information relating to its activities;
- the content distributed as part of the Services.

23.4 Partner Content Responsibility

The Partner is responsible for the content it makes available on the Platform.

The Partner guarantees that it:

- holds the necessary rights to the published content;
- respects intellectual property rights;
- does not distribute content prohibited under these GTU.

23.5 Relations between Partners and Users

The Partner remains responsible for its own commitments towards Users when these relate to its activities or services.

Makes Sport acts solely within the framework of the Services offered through the Platform and does not replace the Partner in its commercial or professional relationships.

23.6 Compliance with Makes Sport Rules

The Partner undertakes to comply with:
- the Platform operating rules;
- the quality requirements communicated by Makes Sport;
- the rules relating to security and confidentiality.

23.7 Cooperation Obligations

The Partner undertakes to cooperate with Makes Sport in the event of:
- a verification request;
- a User report;
- a technical or security incident;
- any review necessary for the proper operation of the Services.

23.8 Consequences of Failure to Comply

In the event of failure to comply with its obligations, Makes Sport may in particular:
- request the modification or removal of content;
- restrict access to certain functionalities;
- suspend the Partner's access;
- terminate the contractual relationship under the applicable conditions.

23.9 Documentary References

This article is supplemented by:
- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

Article 24 – Force Majeure

24.1 Purpose

This article defines the conditions under which the Parties may be exempt from liability when the performance of their obligations is prevented by an event beyond their control.

24.2 Definition of Force Majeure

A force majeure event is considered to be any event beyond the reasonable control of the affected

Party, which could not reasonably have been foreseen at the time of acceptance of these GTU and whose effects cannot be avoided through appropriate measures.

24.3 Events Likely to Constitute Force Majeure

The following may, depending on the circumstances, constitute force majeure events:

- natural disasters;
- fires, floods or exceptional weather events;
- major interruptions of communication networks;
- significant failures of technical infrastructures;
- acts of war, civil unrest or decisions by public authorities;
- any external event preventing the normal performance of the Services.

24.4 Effects on the Parties' Obligations

In the event of a force majeure event, the obligations of the affected Party are suspended for the duration of the event to the extent that it prevents their performance.

The affected Party shall make reasonable efforts to limit the consequences of the event and resume normal performance of its obligations as soon as possible.

24.5 Notification of the Parties

Where reasonably possible, the affected Party shall inform the other Parties of the occurrence of the event, its foreseeable consequences and the measures planned to limit its impact.

24.6 Limitation of Liability

No Party shall be held liable for any delay or failure to perform resulting directly from a force majeure event meeting the conditions set out in this article.

24.7 Continuation of Unaffected Obligations

Obligations that are not directly prevented by the force majeure event shall continue to apply throughout the duration of the event.

24.8 End of the Force Majeure Event

Once the event preventing the performance of obligations has ended, the Parties shall resume their commitments as soon as possible.

24.9 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

TITLE VII – Intellectual Property and Final Provisions

Article 25 – Intellectual Property of Makes Sport

25.1 Purpose

This article defines the rules relating to the protection of elements belonging to Makes Sport and used within the framework of the Platform and the Services offered to Users and Partners.

25.2 Protected Elements

The Makes Sport Platform, as well as all elements comprising it, may be protected under intellectual property laws.

These elements include in particular:

- graphic elements;
- logos and trademarks;
- editorial content;
- texts;
- interfaces;
- functionalities;
- technical developments;
- databases and associated elements.

25.3 Rights Held by Makes Sport

Makes Sport remains the owner or beneficiary of the necessary rights relating to the elements comprising the Platform and the Services, unless otherwise stated.

No intellectual property rights are transferred to the User or Partner as a result of accessing or using the Services.

25.4 Limited License of Use

Makes Sport grants the User and the Partner a personal, limited, non-exclusive and non-transferable right of use allowing them to access the Services in accordance with these GTU.

This authorization is strictly limited to normal use of the Platform.

25.5 Prohibited Uses

Unless prior written authorization has been obtained from Makes Sport, the User and the Partner are prohibited from:

- reproducing or copying all or part of the Platform;
- modifying protected elements;
- extracting or reusing protected data or content;
- carrying out any unauthorized commercial exploitation;

- infringing Makes Sport's intellectual property rights.

25.6 Respect for Trademarks and Distinctive Signs

Trademarks, logos, trade names and other distinctive signs belonging to Makes Sport may not be used without prior authorization.

Any unauthorized use likely to create confusion or harm Makes Sport's image is prohibited.

25.7 User and Partner Content

Rights relating to content provided by Users and Partners remain owned by their respective holders.

The conditions for Makes Sport's use of such content are defined in accordance with the provisions relating to published content and the Privacy Policy.

25.8 Consequences of Violation

Any infringement of Makes Sport's intellectual property rights may result in:

- removal of the relevant content;
- limitation or suspension of access to the Services;
- termination of the relevant account;
- any action necessary to protect Makes Sport's rights.

25.9 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

Article 26 – Use of Content and Trademarks

26.1 Purpose

This article defines the conditions for use of content, trademarks, logos and distinctive signs associated with Makes Sport or present on the Platform.

26.2 Use of Makes Sport Content

Content made available by Makes Sport as part of the Services is intended exclusively to allow normal use of the Platform.

The User and Partner only benefit from a limited right of use for purposes provided by these GTU.

26.3 Protection of Trademarks and Distinctive Signs

Trademarks, logos, trade names, graphic elements and other distinctive signs used by Makes Sport remain the exclusive property of their respective owners.

No use of these elements may be made without prior authorization when such authorization is required.

26.4 Use of Content by Users and Partners

Users and Partners undertake to use accessible content on the Platform in compliance with:
- applicable intellectual property rights;
- these GTU;
- any applicable specific conditions.

Unauthorized reproduction, distribution or exploitation is prohibited.

26.5 Content Provided to Makes Sport

When Users or Partners provide content to Makes Sport, they remain owners of the rights attached to such content.

They nevertheless guarantee that they have the necessary authorizations allowing its use within the framework of the Services offered.

26.6 Limited Authorization of Use

For operation of the Platform, Users and Partners may authorize Makes Sport to use certain provided content only to the extent necessary for:
- operation of Services;
- display on the Platform;
- improvement of proposed functionalities.

This authorization does not constitute a transfer of ownership.

26.7 Prohibitions

Users and Partners are prohibited from:
- using Makes Sport trademarks or content without authorization;
- removing or modifying ownership notices;
- reproducing or commercially exploiting content without authorization;
- infringing rights of content owners.

26.8 Respect for Third-Party Rights

Users and Partners undertake to respect intellectual property rights belonging to third parties.

They remain responsible for content they transmit or publish on the Platform.

26.9 Consequences of Violation

Unauthorized use of content or distinctive signs may result in:
- removal of concerned content;
- limitation or suspension of access to Services;
- deletion of User or Partner Account;
- any action necessary to protect the relevant rights.

26.10 Documentary References

This article is supplemented by:
- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

Article 27 – External Links and Third-Party Services

27.1 Purpose

This article defines conditions applicable to external links, third-party services and solutions provided by external providers accessible from the Makes Sport Platform.

27.2 External Links

The Platform may contain links to websites, applications or services operated by third parties.

These links may in particular be provided to facilitate access to additional information, services or functionalities.

27.3 Lack of Control over Third-Party Services

Makes Sport does not necessarily control third-party content, services, practices or policies.

Access to third-party services is carried out under the User's responsibility.

27.4 Third-Party Provider Responsibility

Third-party providers remain solely responsible for:
- their content;
- their terms of use;
- their privacy policies;
- their services and functionalities.

27.5 User Due Diligence Obligations

Before using any third-party service, the User agrees to verify:

- the terms and conditions applicable to the relevant service;
- the rules relating to data protection;
- any applicable financial or commercial conditions.

27.6 No Warranty from Makes Sport

The presence of a link or reference to a third-party service does not constitute:

- an automatic recommendation by Makes Sport;
- validation of the content or services concerned;
- an assumption of liability regarding their operation.

27.7 Integration of Third-Party Services

When certain third-party services are integrated into the Platform, their use may remain subject to the specific terms and conditions of the relevant provider.

The User acknowledges that these services may evolve independently of Makes Sport.

27.8 Consequences of Abusive Use

The User remains responsible for the use they make of third-party services accessible from the Platform.

Any use contrary to these GTU or likely to infringe the rights of Makes Sport or third parties may result in the measures provided for under these GTU.

27.9 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notices;
- any applicable specific conditions.

Article 28 – Modification of the GTU

28.1 Purpose

This article defines the conditions under which Makes Sport may modify these General Terms of Use in order to ensure their adaptation to legal, regulatory, technical, or functional changes affecting the Platform.

28.2 Right to Modify the GTU

Makes Sport may modify these GTU when necessary, including to:
- take into account legal or regulatory changes;
- adapt provisions to Platform developments;
- improve Service security and quality;
- integrate new functionalities.

28.3 User Information

Where possible, Makes Sport informs Users and Partners of significant changes made to the GTU through the available communication methods.

Such information may notably be provided by:
- a notification on the Platform;
- an electronic message;
- any other appropriate method.

28.4 Entry into Force of the New GTU

New versions of the GTU become applicable from the date of their publication on the Platform, unless otherwise specified by Makes Sport.

Continued use of the Services after the new GTU enter into force constitutes acceptance of these new provisions.

28.5 Refusal of Modifications

A User who does not accept the modifications made to the GTU may stop using the Services and request, where applicable, the closure of their User Account in accordance with the applicable procedures.

28.6 Retention of Previous Versions

Makes Sport may retain previous versions of the GTU in order to ensure traceability of applicable contractual and regulatory changes.

28.7 No Waiver

The fact that Makes Sport does not immediately enforce a modified provision does not constitute a waiver of its right to rely on it at a later date.

28.8 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notices;
- any applicable specific conditions.

Article 29 – Suspension and Termination of Services

29.1 Purpose

This article defines the conditions under which Makes Sport may suspend or terminate access to

Services, as well as the applicable consequences for Users and Partners.

29.2 Temporary Suspension of Services

Makes Sport may temporarily suspend all or part of the Services when necessary, particularly in the event of:

- maintenance or technical development;
- an incident affecting the security or operation of the Platform;
- behaviour likely to affect the Services;
- non-compliance with these GTU.

Suspension constitutes a measure intended to preserve the security, quality and continuity of Services.

29.3 User Information

When circumstances allow, Makes Sport informs the concerned User or Partner of the suspension measures taken and the reasons justifying them.

This information may be adapted when security or confidentiality requirements require it.

29.4 Termination Initiated by the User

The User may stop using the Services and request closure of their User Account in accordance with procedures provided by Makes Sport.

Such cessation of use does not affect obligations which must continue to apply after the end of the relationship.

29.5 Termination or Deletion by Makes Sport

Makes Sport may terminate access to Services or delete an account, particularly in the event of:

- serious or repeated violation of these GTU;
- fraudulent use of the Platform;
- infringement of the rights of Makes Sport, Users or third parties;
- use contrary to applicable laws and regulations.

29.6 Consequences of Suspension or Termination

Suspension or termination may result in:

- temporary or permanent inability to access Services;
- deactivation of the User or Partner Account;
- deletion of certain content in accordance with applicable rules.

29.7 Survival of Obligations After Termination

End of access to Services does not affect provisions which, by their nature, must continue to apply, including those relating to:

- confidentiality;
- intellectual property;
- responsibilities;
- protection of personal data.

29.8 Restoration of Services

Where conditions allow, Makes Sport may restore access to Services after verification of the situation that led to suspension.

29.9 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.

Article 30 – Applicable Law and Jurisdiction

30.1 Purpose

This article defines the rules applicable to the law governing these General Terms of Use and the procedures for resolving possible disputes between Makes Sport, Users and Partners.

30.2 Applicable Law

These GTU are governed and interpreted in accordance with applicable law in force.

They apply to use of the Platform and Services offered by Makes Sport, subject to mandatory provisions applicable to concerned Users.

30.3 Search for an Amicable Solution

In the event of difficulty, disagreement or dispute relating to interpretation or performance of these GTU, the Parties undertake to seek an amicable solution as a priority.

The User or Partner is invited to contact Makes Sport to allow review of the situation and search for an appropriate resolution.

30.4 Dispute Resolution

If no amicable resolution is reached, any dispute relating to these GTU shall be submitted according to applicable jurisdiction rules in accordance with current regulations.

30.5 Consumer Users

Where the User has consumer status under applicable regulations, they retain rights granted by mandatory legal provisions, particularly regarding dispute resolution procedures.

30.6 Independence of Provisions

If any provision of these GTU is declared invalid, unlawful or unenforceable, the remaining provisions shall remain fully valid.

The Parties shall seek to replace the concerned provision with a valid provision having a similar economic and legal effect.

30.7 No Waiver

Failure by Makes Sport to immediately exercise a right or provision under these GTU does not constitute a waiver of such right.

30.8 Entire Contractual Framework

These GTU, supplemented by associated contractual documents, constitute the complete set of rules applicable to use of the Platform and Services.

30.9 Documentary References

This article is supplemented by:

- the GTCS MS-201A;
- the Makes Sport Privacy Policy;
- the Legal Notice;
- any applicable specific conditions.