

# Wyylde Terms & Conditions

## March 2019

The website [www.wyylde.com](http://www.wyylde.com) ("the website") is published and operated by Koala, a limited liability company with a capital of 50,000 euros registered at Nanterre RCS under number 453 451 965 and whose head office is located at 121, rue Edouard Vaillant - 92300 Levallois-Perret ("Koala"). The website is hosted by Amazon Web Services: Amazon Web Services LLC - PO Box 81226 – Seattle WA 98108-1226.

These Terms & Conditions ("terms") are intended to set the terms and conditions and general conditions by which, on the one hand, Koala puts the Website and the Services available to the User and, on the other hand, the User can access to the Website and Services and use them. They are supplemented by the Etiquette [wyylde.com](https://www.wyylde.com), accessible on <https://www.wyylde.com/charte>.

Access to the Website and the Services implies application and acceptance by the User of these Terms of Use and the Etiquette.

### 1 – Definitions

Cookies	files containing data (and in particular an identifier unique) transmitted by the server of a website to the User's browser and stored on his hard drive;
Personal data	information and data to identify or render identifiable a User of the Website, and for example his name or pseudonym, email, image, IP address
T&C	these Terms & Conditions and the Wyylde Etiquette
Event	events offered by third parties via the Website
Official page	a profile created by a third party to identify a proposed service, such as a bar, a night club, etc ...
Website	the pages of the Website accessible at the address <a href="http://www.wyylde.com">www.wyylde.com</a> ;
Services	all services made available to the User on the Website for free or for a fee, as described in Article 3 below or proposed in the future on the Website ;
User	the person (over 18 years of age) accessing the Website and wishing to use the Services.

### 2 – Website description

The Website is an adult dating site dedicated to libertine relationships. It is strictly forbidden to minors and cannot be used for any professional or commercial purpose (escorts, prostitution).

The subscription is free. However access to certain features assumes the payment of a subscription by Users. The Website and the Services are provided to the User on the basis of a service as it is and accessible according to their availability. They are in principle accessible 24 hours a day, 7 days a week, except in case of force majeure or an event beyond the control of Koala, and subject to maintenance periods and possible breakdowns.

Koala reserves the right to make changes to the Website and / or modify or delete all or part of the Website and / or Services after having previously informed the User via a message accessible on his e-mail personal information on the Website.

### **3 – Services description**

The Website offers the User the following free services, this list is not exhaustive:

- register for free on the Website to fill out a profile, submit a listing, photos and videos;
- view ads and restricted profiles of other Users registered on the Website, as well as Events and Pages;

The Website offers the User, in addition to the Free Services, the following paying Services, this list is not exhaustive:

- interact by chat, internal messaging and /or live with all other Users;
- become a fan of Official Pages, register or create an Event;
- create or follow an Official Page.

Applicable rates are available on the Website.

Payment is made via a secure service.

The bank details are transmitted to the payment operator Stripe so to perform the financial transactions necessary to access the paying services offered by Wyyldé. These data are directly transmitted from the interface Stripe, stored on Stripe's servers and are not shared with any third parties, including Wyyldé.

Subscription to all or part of the paying Services may be made with or without a renewal option.

In case of renewal, the subscription is automatically renewed at the end of the period subscribed for the initial period chosen. The user can end fifteen days before the end of the chosen period. In the absence of renewal, the subscription ends at the end of the period chosen, and the User must revert to payment by credit card if wishes to renew the subscription.

The User may terminate his subscription at any time on the page 'Settings / Subscription', which will then take effect at the end of the period chosen by the User.

In accordance with Article L. 221-28 of the Consumer Code, the User does not have the withdrawal period of fourteen clear days from the date of his paid registration, Koala providing, with the express agreement of the User, a service fully executed upon registration and before the end of the withdrawal period. Consequently, the User expressly waives the right to withdrawal.

#### **4 - Registration and access to the Website and Services**

In order to use the Website and the Services, and in particular to post a listing, reply to a listing or use the chat and / or messaging, the User must first be registered on the Website.

Registration is free and reserved for adults and strictly prohibited to minors.

It necessarily requires the acceptance of the Terms & Conditions and the Wyyld Etiquette as well as the communication of the following credentials: pseudonym and password chosen by the user, e-mail address, and profile sought after.

Once the registration process is complete, Koala sends the User an e-mail validating registration and on which is indicated an Internet link on which the User must click to be redirected to the Website and finalize registration.

The following information must be provided in order to finalize registration: gender, city, mobility, date of birth, color of eyes and hair, size, silhouette, ethnicity, type of research, experience, type of exchange and sought profiles.

The following information is optional and can be freely entered by the user: mailing address, telephone number, general description message.

The User can then access the created account to upload photographs and / or videos and interact with other Users.

Koala never asks for the communication of the first and last names of the Users and recommends that they use a pseudonym.

The User ensures to provide accurate, complete and truthful information and to update them regularly.

In the event that the User provides false, inaccurate information, outdated or incomplete or infringing the rights of third parties (copyright, invasion of privacy, denigration), Koala is entitled to suspend or terminate the registration or the account of the User without delay and refuse him, immediately and / or for the future, access to all or part of the Website.

The username and password provided by the users are personal, the latter ensures not to transmit it, voluntarily or by negligence, to any third party.

Any connection or transmission of data made from the username and / or the password of the User will be deemed to have been made by the latter.

Any loss, misappropriation or unauthorized use of the username and / or password and their consequences are the sole responsibility of the User.

The user can at any time choose to modify email and / or password in the section 'Settings / General'.

If the username and / or password are fraudulently used or lost, the User must inform Koala without delay, via the section 'Contact', so Koala can proceed to the immediate cancellation of the identifier and / or the immediate change of the password on justification of User identity.

The information provided by the User (with the exception of address, e-mail address and its telephone number) and the photograph(s) transmitted will be posted and will appear in his listing on the Website. They are only accessible to other Users of the Website.

The User expressly authorizes Koala to reproduce and publish on the Website the information, messages, photographs and videos thus transmitted.

The User expressly authorizes Koala to reproduce and broadcast the videos or live the User on the news feed of the Website and any other sections highlighting users activity on the Website.

The user can, at any time, access his advertisement and modify, complete or delete his information (including his photos and videos) in the section 'Settings'.

## **5 – User obligations**

The User agrees to respect the GCU and the Wyyldé Etiquette in a general way, and without this list being considered as exhaustive, the User is forbidden to:

- use the Website and the Services for business, commercial purpose; in particular, is prohibited any prospection, soliciting or approach resembling prostitution such as escorting services;
- to make or utter comments or publish, in any form whatsoever, content that infringes the rights of others or is defamatory, abusive, obscene, offensive, violent or inciting violence, of a nature political, racist or xenophobic and, in general, any content breaching the laws and regulations in force;
- download, reproduce, record, capture and / or copy, by any process or medium, the content of the Website and the Services, and in particular the advertisements and / or photographs and / or videos that are proposed there;
- download, send, transmit, in any manner, any illegal content, any advertising, any unsolicited and unauthorized promotional material, as well as any computer virus,

code, file or program designed to interrupt, destroy or limit the functionality Services or servers, networks or networks connected to the Services;

- interfere with or disrupt the Website, Services, servers, networks connected to the Services, or refusing to comply with the required conditions, procedures, general rules or regulations applicable to the networks connected to the Services;
- attempt to mislead other Users by usurping the name or name of other persons, and in particular by pass for an employee or affiliate of Koala and / or the Website or for a moderator or host;

The User agrees that the photographs, videos, texts and / or any other content uploaded and / or published on the Website do not infringe the rights of third parties, and in particular intellectual property rights (trademark, copyright, models in particular), human rights (in particular defamation, insults, denigration, harassment, etc.), respect for privacy (including the right to the image), public order and morality (including apology for crimes against humanity, incitement to racial hatred, violation of human dignity, etc.) and, more generally, the applicable regulations in force and the usual rules of politeness and courtesy.

The User guarantees Koala against any claim, action and / or claim of other Users or third parties concerning this content, and this without prejudice to Koala to obtain compensation for its damages.

The Website uses a system of protection of photographs and videos posted by the User and in principle making their registration and duplication impossible by another User or by a third party, but its responsibility cannot however be sought and engaged in case of failure of this system.

## **6 – Moderation**

The content of the Website is regularly checked. Live chat is subject to moderation. Koala may, at any time, on its own initiative or at the request of any User or third party, remove from the Website any content, without first informing the User who has published it.

Anyone wishing to bring to Koala's attention the presence on the Website of a disputed content must use the "Contact" section and specify its complete identity, the description of the disputed content and its precise location (hypertext link), the reasons for which the content must be removed (including the reference to the legal provisions and the justifications of facts) and justify the correspondence addressed to the author or the publisher of the information or activities in question requiring their interruption, their withdrawal or their modification, or the justification that the author or publisher could not be contacted.

Koala will only communicate the contact details or identification data of the author of the disputed content on judicial requisition. Koala will systematically delete any content that is illegal or harmful to human dignity and reserves the right to report such content to the competent authorities.

## **7 - Protection of personal data**

The Personal Data communicated by the User to Koala and / or published by him from the Website are subject to computer processing and are stored and used by Koala, in his capacity as controller, for the duration of the registration of the User on the Website, for the following purposes:

- allow the User to access the Website and, where applicable, certain placeholders, use its various features and administer its account;
- to connect the User with other users, if necessary according to the criteria defined by him;
- register and manage the preferences of the User;
- communicate with the User in order to respond to his requests and requests;
- manage all the contests or promotional activities proposed on the Website, including the designation of the winner (s) and the delivery of the prize (s);
- send the User, at his request, information messages and / or promotional offers;
- measure the performance of the Website, for example the number of pages viewed or the number of clicks, establish statistics and use them internally;
- respond to any disputes or demands made by the authorities;
- respect the legal obligations incumbent upon it;
- respond to certain legitimate interests relating in particular to the management of its activities. and this in compliance with the law n ° 78-17 of January 6, 1978 (said law "Computing and Freedoms") amended and the General Regulations for the Protection of Personal Data ("RGPD").

The treatments performed by Koala for the purposes stated above are necessary to enable it to:

- fulfill its contractual obligations vis-à-vis the User, in particular with regard to the delivery of the services expected from the Website;
- respect the legal obligations incumbent upon it;
- respond to certain legitimate interests relating in particular to the management of its commercial activities.

The Personal Data of the User are not the subject of communication or transfer to third parties for commercial or promotional purposes, unless prior consent and express of the User.

The Website uses cookies, under the conditions described in Article 9 below.

The User's data is stored on secure servers hosted with Amazon Web Services in Ireland and is not transferred outside the European Union.

The user can, at any time, access his account to modify or delete the information and data concerning him. The information is then automatically and permanently deleted from the database.

If the User unsubscribes from the Website by closing his account, the Personal Data about him will be deleted within 36 months from the day of his unsubscription, and this only to allow Koala to respond to possible requisitions of public or judicial authorities.

In accordance with the amended "Informatique et Libertés" law and the RGPD, the User has the right to access, rectify, erase or delete all or part of his personal data, a right of opposition and a right to limit the processing and portability of his personal data, which he can exercise by mail sent to: Koala / DPO, or by e-mail to: [dpo@wyylde.com](mailto:dpo@wyylde.com)

For treatments based on the collection of the User's consent, the User also has the right to withdraw his consent at any time.

The User is warned that the exercise of these rights does not affect the validity of the processing operations carried out previously, nor the right of the company Koala to proceed to the archiving of some of the personal data in question, in accordance with the principles stated above.

Such requests must be submitted by the User personally and in writing, signed and accompanied by a photocopy of an ID bearing the signature of the holder.

This information will only be processed for User identification purposes and will not be retained for longer than the time required to process the response. The request will specify the e-mail or postal address to which the possible answer will have to reach. The company Koala will have a period of one (1) month to respond following receipt of the request.

The user also has the right to make a complaint to the authorities, and in particular to the CNIL ([www.cnil.fr](http://www.cnil.fr)).

## **8 – Responsibility**

The user is solely responsible for all information, content and data that he uploads to the website or that he shares with other Users, in particular through the services of chat, messaging, videos and lives.

The user acknowledges and admits that by using the Website and its Services, there is a risk that it will be recognized by third parties.

The User expressly waives any recourse against Koala because of a possible violation of his privacy or his right to the image due to disclosure or publishing of all or part of the content put online by him.

The meetings made on the Website are made at the risk and peril of the User. Koala does not undertake to verify the identity of the Users of the Website or the veracity of the content they deposit under their exclusive responsibility.

During a first physical meeting, Koala strongly recommends to forewarn a loved one and to prefer a place open to the public and frequented (café, bar, restaurant, etc.).

In the event that the responsibility of Koala would be sought due to a breach of the User's obligations under the law or GCU, the User agrees to ensure and meet Koala

unscathed of any conviction pronounced against it originating in the breach of the User, but also to reimburse all the costs incurred and the damage caused. It is the User's responsibility to ensure the compatibility of his computer equipment, and in particular his connection to the Internet, before registering on the Website.

The transfer rate and response times of information flowing from the Website to the Internet are not guaranteed by Koala. Indeed, the speed of circulation of information does not fall under the service offered by Koala but characteristics inherent to online networks. Koala cannot be held responsible for malfunction, inaccessibility or poor conditions of use of the Website and Services related to the computer system or the Internet connection of the User, or to the congestion of the internet network.

## **9 - Cookies**

When the User visits the Website, Cookies are likely to be installed on his equipment (computer, tablet or mobile phone).

The Website uses two types of Cookies:

- session cookies, which identify the User during his visit to the Website and facilitate his browsing and use of the Website and Services;
- third-party cookies placed (1) via the Website by providers that Koala uses for statistical purposes or to promote wyylde.com outside the pages of the Website and / or (2) via content broadcast in our advertising spaces . The issue and use of cookies by third parties is subject to the privacy policies of those third parties. We have neither access nor control over third-party cookies. However, we make sure that the partner companies process the information collected on the Website in compliance with the law "Informatique et Libertés".

In particular, Koala uses the "Google Analytics" analysis service provided by Google Inc. To find out more about how Google Analytics works and how Google Inc. processes this data, the User is invited to consult the Google Analytics Policy, confidentiality of Google Inc. ([https://www.google.com/intl/fr\\_ca/cloud/security/gdpr/](https://www.google.com/intl/fr_ca/cloud/security/gdpr/))

Third-party cookies (in particular for the broadcast of video of the type " Youtube ") and some social networks can also be installed to allow the User to view content or interact on social networks. Koala is in no way involved in the installation or operation of such third party cookies and has no access or control over these cookies. These cookies are subject to their own cookies policies, which are accessible on each website of the third parties concerned and that Koala invites the User to consult.

The User may at any time configure his preferences regarding cookies on the Website <https://www.wyylde.com/account/privacy/>.

The User also has other possibilities to control or limit the way cookies can be installed and used by Koala or by third parties:



- The user can decide to delete all or part of the cookies from his device from his navigation settings;
- The user can decide to prevent the installation of certain cookies on his device from his browsing preferences.

To find out more about how the User can manage or delete cookies from his browser, he can consult the following links, depending on the browser:

- Internet Explorer:

<https://support.microsoft.com/fr-fr/help/17442/windows-internet-explorer-delete-manage-cookies>

- Chrome:

<https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3ddesktop&hl=en>

- Safari:

[https://support.apple.com/kb/PH21411?viewlocale=fr\\_FR&locale=fr\\_FR](https://support.apple.com/kb/PH21411?viewlocale=fr_FR&locale=fr_FR)

- Mozilla Firefox:

<https://support.mozilla.org/fr/kb/activer-desactiver-cookies-preferences>

- Opera:

<https://www.opera.com/help/tutorials/security/cookies/>

The attention of the User is drawn to the fact that if he decides to block or disable all or part of the cookies, the website may not Operate properly, and the User may not be able to benefit from all the services and features provided through the use of cookies.

To find out more about cookies and how to manage them, the User can also consult the following sites:

[www.youronlinechoices.eu](http://www.youronlinechoices.eu) and [www.allaboutcookies.org](http://www.allaboutcookies.org)

## **10 - Intellectual Property**

All the elements and contents of the Website and the Services, and in particular the graphics, visuals, logos, and the trademarks and domain names WYYLDE and WYYLDE.COM, are the exclusive property of Koala and / or exploited exclusively by Koala and may not be reproduced, used or represented without the prior written permission of Koala, including to create derivative works, under pain of prosecution.

The content of the Koala Website may not be copied, altered, pirated, downloaded, published, rented or sold in any way without the prior written consent of Koala.

The establishment of hypertext links to the Website is strictly prohibited without the prior written permission of Koala.

## **11 - Termination**

The registered user can, at any time and at no cost, decide to terminate his registration by asking Koala to close his account, by accessing the "Settings / General" section.

This request will be deemed to be made the business day following Koala's receipt of the account closure request.

The user acknowledges the right of Koala to terminate all or part of the right of access corresponding to his account and his password to pass, even to delete his account and password, if Koala has good reason to believe that the User has violated or acted in contradiction with the GTU or the WYYLDE.com Charter.

Koala may also unilaterally, at any time and after having previously informed the User, interrupt without indemnity of any kind the provision of all or part of the Website and / or Services.

The termination of the User's account at his request or by Koala will not give right to the refund of sums already paid by the User for the use of the Website.

The user will be informed of the termination of his account by email to the address indicated during his registration.

The Personal Data relating to the User will be destroyed by Koala within 36 months from the date of its unsubscription from the Website, and only to allow Koala to respond to any requisitions.

## **12 - Changes to the Terms**

These Terms cancel and replace the previous Terms & Conditions.

The Terms can be modified at any time by Koala. The modifications will be brought to the attention of the User by a message sent on his "wyylde.com" mailbox and by posting on the Website.

The changes will come into force as soon as they are posted on the Website.

The modifications are deemed accepted without reservation by any person who accesses the Website after their posting.

## **13 - Applicable law and disputes**

These Terms are governed by French law.

The user can obtain information or ask questions through the "Contact us" section accessible on the homepage of the Website or by writing to: Koala, 121 rue Edouard Vaillant - 92300 LEVALLOIS PERRET France.

In the event of any dispute as to the interpretation or execution of these Terms, and in the absence of an amicable agreement between Koala and the User, the dispute between them will be submitted to the competent courts.