

## TERMS OF USE

**Effective from 02/08/2021 to 24/05/2023.**

Welcome to BeReal!

BeReal is a social network offering its Users to take a photo of themselves and their environment upon receiving a notification and then share it with friends or publicly (hereinafter the "Application").

The BeReal Application is published by BeReal, a simplified joint stock company whose registered office is located at 30/32 Boulevard Sébastopol 75004 Paris, FRANCE, and which is registered under number 881 079 685 with the Paris Trade and Companies Registry.

These General Terms of Use (hereinafter the "Terms" or "ToU") determine the conditions under which the User is authorised to use the Application and to benefit from its Services.

Access to the Application and use of the Services are conditional upon acceptance of and compliance with these Terms. Therefore, by creating a User Account and using the Application you agree to comply with the obligations described in this document.

Our Privacy Policy is an integral part of these Terms. Please read all of these documents carefully and do not register with BeReal if you do not agree with any of the provisions contained herein.

Because your privacy is of great importance for BeReal, please note that we will never sell your data nor use it in a way you are not informed of.

### 1 Definitions and Interpretation

In these TOU, the following terms have the following meaning:

"User Account" or "User Profile" refers to the space specific to a User on which he or she can fill in information about himself or herself, view and comment on the Content of other Users, and publish his or her own Content. The User Account is necessarily public and can be consulted by anyone.

"Content" means photos, videos, RealMojis published on the Application and/or created through the Application Services;

"Parties" means BeReal and the User;

"Platform" means the online solution accessible from the BeReal application available on GooglePlay or Apple Store;

"RealMojis" means one of the Services offered by the Application and allowing Users to create an emoji from their own photos;

“Services” means all the features offered to the User to allow him to create, modify, publish, share his content.

“User” means any natural person using the Application and its Services.

## 2 User Account Creation

### 2.1 Requested Information

In order to use BeReal you must create a User Account that will be specific to you. When creating your User Account we will ask you to provide the following information:

your phone number ;

your name or first name;

your age;

a User name;

a password.

These elements are essential to use the Application BeReal.

When creating your User Account, the information provided must correspond to your own identity and must not be false or erroneous.

You also agree to keep your User Account password confidential. If you believe that someone is using your User Account in an illegitimate manner, you agree to notify us by contacting us at [contact@bere.al](mailto:contact@bere.al).

### 2.2 Age Limit and Parental Permission

BeReal is open to users over the age of 13 only.

If you are under 13, you are not allowed to create a User Account and use the Application. In addition, if you are between the ages of 13 and 16, depending on the country in which you reside, we may require permission from your legal guardian.

If you are the legal representative of a minor over the age of 13 and you wish to contact us, please send us a message to the following email address: [contact@bere.al](mailto:contact@bere.al).

## 3 Services Description

You may use the Services on your phone through the BeReal Mobile Application. The Services allow you to (i) create, publish, share Content, (ii) view other Users' Content (iii) interact with them and (iv) delete your Content once a day.

### (i) Create and Share Your Own Content

Under this feature you can:

Take a photo of you and your surroundings within a time limit to share it s ;

Tell your friends the exact location where you took your photo, or when the photo is shared publicly, indicate an approximate location;  
Choose to share the photo with your friends or publicly;  
Fill in various information on your User Account, such as your biography, a profile picture, your email address.

#### (ii) Display Other Users' Content

You may view the Content of other Users when:

You are friends with the User;  
The Content is shared publicly.

#### (iii) Interact With Other Users

You can interact with other Users or with other Users' Content through:

The commenting interface and the creation of RealMojis. In this regard, if a User decides to share Content publicly, then other Users can respond with RealMojis that become visible and public in turn;  
The "Find Friends" feature that allows you to search your phone book for people using BeReal;  
A messaging feature to exchange between Users;  
The "Maps" feature that allows you to geolocate your friends and share your location with them. This feature is only intended to share with friends the location of the place where a Content, for example a photo, was taken. In no way does this feature allow BeReal to track the location of its Users in real time.

#### (iv) Content Deletion

You may choose to remove one piece of Content per day.

However, if you wish to remove other Content on the same day, please send us a request to [contact@bere.al](mailto:contact@bere.al).

### 4 Reporting Illegal or Inappropriate Content

As a hosting company, we are not under a general obligation to monitor the information we store. Nevertheless, if you believe that a Content is illicit or inappropriate, you can report it to us or to the User who is the author by clicking on the "report" tab in the settings of the photo or in the settings of the User Profile.

In particular, we invite you to report any Content of a sexual and/or child pornographic nature, calling for hatred, terrorism, violence in general or against a group of people in particular, inciting others to endanger themselves or provoking suicide.

### 5 User Obligations

When using the Application, you agree to comply with the provisions described in these Terms of Use and with the laws in force. As such, you agree not to:

Use BeReal if you are under 13 years old, or when you are between 13 and 16 years old if your legal representative has not consented to such use;

Use BeReal for advertising or commercial purposes to publish or facilitate the transmission of advertising, commercial solicitations, spam, "chain letters", "pyramid schemes" or to collect information, data or Content about other Users without their permission;

Tamper or attempt to tamper with the proper working of the Application, interfere with access to the Application or circumvent any measures we may use to block or restrict access to the Services;

Use the BeReal Application in a deceptive, malicious, discriminatory, or otherwise unlawful manner, such as impersonating someone else for personal or commercial purposes;

Harm or attempt to harm another person or group, including, but not limited to, bullying, harassment, promotion of sexual content, violence, hate speech, dissemination of false information;

Use the Services to intentionally, recklessly or negligently upload, transmit, distribute, store or otherwise make available any Content that may infringe upon the intellectual property rights of others, or the privacy, image, dignity or honor of others, including a deceased person. In this regard, please note that you are solely responsible for the Content you choose to share on the Application, especially when this Content represents other people. We recommend that you always ensure that you have the consent of others to use their image or creations on BeReal. We reserve the right, at any time and without notice, to remove or temporarily or permanently suspend access to any Content that is clearly illegal or does not comply with these Terms.

## 6 User Account Deletion

We reserve the right to suspend or terminate your User Account upon notice from us and without prior notice, for any reason whatsoever, including but not limited to:

Violation or attempted violation of the Terms and/or applicable law;

Unexpected technical or security problems; or

Long periods of inactivity of your account

In such a case, you are not allowed to create a new User Account.

## 7 Intellectual Property

### 7.1 Intellectual Property and Application Integrity

Excluding the Content generated by Users, the Application is the exclusive property of BeReal, including its structure, design, interfaces, databases, text, digital content, trademarks, and HTML tags (meta-tags). The Application is protected by the provisions of the French Intellectual Property Code and by any national or international text in force applicable to intellectual property law.

You may use the Application under a non-exclusive, limited, non-transferable, revocable license, valid worldwide and until the deletion of your User Account, to share your Content and interact with other Users only.

Accordingly, you may not reproduce, distribute, reverse engineer, disassemble, decompile or otherwise use the Application or any portion thereof in any form whatsoever, except as authorized in writing by us. Any violation of this obligation constitutes an infringement, punishable by articles L.335-2 and following of the Intellectual Property Code.

It is also forbidden to :

Extracting data by temporary or permanent transfer, or using the Application or its visible databases for commercial or other purposes by making them available to the public in whole or in part and substantially in quantitative or qualitative terms;

To extract or use in a repeated and systematic way all or part of the visible information of the Application, when such an operation clearly exceeds a normal and private use of the Application;

Exploit, market or distribute any component of the Application, including but not limited to the visible information of the Application, the databases, the Services, the programs, the source codes, the algorithms, the methods incorporated in the Application;

Use any device or software to interfere or attempt to interfere with the proper working of the Application; or take any action that imposes a disproportionately large load on our infrastructure.

#### 7.2 Intellectual Property and License

By using BeReal you will create Content of which you may be the author and, if applicable, the owner of the intellectual property rights.

When you share Content on the Application you grant BeReal and all its Users a free, non-exclusive, 30 (thirty) year, worldwide license in any medium to:

To other Users to reproduce and share the Content on WhatsApp, Facebook, Twitter, SnapChat and Instagram, and more generally any social network or messaging application that may be interfaced with BeReal;

To BeReal to host, store, reproduce, modify, adapt, display, publish, edit, distribute and sublicense all or part of the Content for the purpose of providing the Application Services to its Users, and to conduct marketing, communication or commercial promotion activities of BeReal.

#### 8 Indemnification, Warranty Exclusion and Liability

The Application and its Services are provided "as is". Consequently, we do not offer you any guarantee concerning them, and in particular concerning:

The conformity of our Services to your expectations;

The absence of interruption, errors, security breaches, infringement of the rights of third parties in the operation of the Application BeReal;

The accuracy and reliability of information obtained through the use of our Services.

More generally, you acknowledge that the Internet, and any telematic network used for data transmission may involve risks related to the lack of protection of certain data against possible misuse and risks of contamination by viruses. Also, BeReal cannot be held responsible for the loss or alteration of data, or for the loss of opportunity or time.

In any event, our liability is limited to direct material damages to the exclusion of any indirect damages of any kind.

We further reserve the right, to the extent permitted by law, to modify, suspend, discontinue or limit the availability of all or any part of our Platform for business and operational reasons at any time without notice.

### 9 Data Protection and Privacy

Users are informed that the personal data collected may be subject to data processing activities in accordance with French Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, as amended (known as the Data Protection Act) as well as EU Regulation 2016/679 of April 27, 2016, known as the General Data Protection Regulation (GDPR). Depending on the country from which you use the Services, other legislation might also apply, such as the California Consumer Privacy Act (CCPA).

For more details regarding the use of your personal data and your rights, we recommend that you read our Privacy Policy.

### 10 Modification of the present Terms of Use

BeReal reserves the right to modify its ToU at any time. In this case, BeReal will publish the new versions of the ToU on the pages of the Application and will alert Users by means of a pop-up window that will appear when opening the Application.

### 11 Miscellaneous

In the event that all or part of the provisions of the GTC are deemed illegal, unenforceable or inapplicable by a court decision, the other provisions or agreements shall remain applicable, provided that the general scheme of the contract is not disrupted. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose pursued by the Parties. This Agreement, together with the Privacy Policy, constitutes the entire agreement between the Parties.

### 12 Applicable laws and jurisdiction

For any claim or dispute, the user is invited in priority to contact BeReal at [contact@bere.al](mailto:contact@bere.al) to reach an amicable solution.

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an online dispute resolution platform, facilitating the independent settlement by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/> .

The present Conditions are subject to French law. Any dispute not resolved by the means indicated above will be submitted to the competent court corresponding to the place of residence of the User located in one of the member states of the European Economic Area.