

# TERMS AND CONDITIONS

(Version 1, Last updated 28-05-2024)

## Movies & Games

These General Terms & conditions (hereinafter referred to as the "Terms" or "T&C") aim to specify the rights and obligations of the parties between Digital Rewards Ltd, a company registered with the Companies Register of England and Wales under number 10722780, with its registered office at 46 Albert Street, Fleckney, Leicester, LE8 8BA, UK (hereinafter the "Company" or "We") and any person who has chosen to subscribe to the service (hereinafter the "Subscriber" or collectively, "the Subscribers").

These General Terms & conditions aim to define the contractual relationship between the Company and the Subscriber.

Any subscription contracted with the Company implies the express, prior, full, and complete acceptance of these General Terms & conditions by the Subscriber, as well as the privacy policy

The T&C as well as all contractual information mentioned on the Site are written in the French language. The online acceptance of these T&C is materialized by a mandatory checkbox during the subscription process described in Article 4 of the T&C.

The customer service can be contacted at the following coordinates:

- Email: [client@digitalrewards.online](mailto:client@digitalrewards.online)
- Phone: +33 1 82 88 63 13 (Monday to Friday 09:00 to 18:00, Metropolitan France time)

## I – Presentation

We offer to our Subscribers, through this website (hereinafter the "Site"), access to a platform referencing video and gaming content, specifically:

- Movies to watch via streaming on our platform;
- Games; (hereinafter "the Service").

## **2 – Access to the Site**

The Subscriber is solely responsible for the technological means necessary to access the Site, and must notably have access to the Internet and an email address.

They bear the costs of telecommunication and Internet access for the use of the Site.

Access to the Site is possible 24/7, except in cases of force majeure or an event beyond the control of the Company and subject to any breakdowns and maintenance interventions necessary for its proper functioning.

The Company cannot be held responsible for the Subscriber's inability to connect to the Internet or the Site, or to access their Subscriber account on the Site.

The website is hosted by Anyfes Digital Almogàvers, 29-31, Les Roquetes, Sant Pèr de Ribes 08812 Barcelona, Spain

## **3 – Subscription to the Service**

### **a. Eligibility Conditions**

At the time of subscribing to the "Subscription" and with each renewal thereof, as well as throughout its execution, the Subscriber declares to meet the following eligibility conditions:

- To be a natural person.
- Not to contract within the scope of a professional activity and not to acquire the Products referenced by the Service within the framework of such an activity;
- To be of legal age (+18 years) and capable of entering into contractual relationships alone within the meaning of UK law.
- Reside mainly in France;
- Not to have already subscribed through a Welcome Offer and terminated it before the Subscription takes effect.

These conditions are crucial for the Company's commitment, and it reserves the right to verify the accuracy of the declarations made by the Subscriber through verification of the personal and banking details provided by them upon subscription.

The Company has the right to request any additional supporting documents from the Subscriber and unilaterally terminate the Subscription in case of inaccurate statements by the Subscriber or

if they refrain from providing the requested supporting documents within a period of eight (8) days from the date of the request.

## **b. Subscription Forms**

It is possible to subscribe to the Service:

- By directly visiting the Site, or
- Through the subscription form offering a welcome offer reserved for new Subscribers, after being redirected to this form through an advertising campaign.

To subscribe to a Subscription to the Service, the Subscriber must fill in all the fields of the form made available to them. In case of communication of erroneous data, the Company cannot be held responsible.

The Subscriber guarantees that all the information provided in the form is accurate, up-to-date, and sincere and is not misleading. They undertake to inform the Company (at the address mentioned at the beginning of these T&C) in case of changes to their details, especially banking and/or postal ones.

The Subscriber is informed and accepts that the information entered for the creation or updating of their Account is proof of their identity. The entered information commits them upon validation, with the understanding that the Company reserves the right to verify the accuracy of the provided data.

Following their Subscription to the Service, and after the initial payment of the Service price in accordance with Article 5 herein, the Subscriber receives a confirmation email of their subscription, which will detail the conditions and procedures for exercising their right of withdrawal.

## **4 – Purpose of the Service**

### **a. Access to the Digital Products Catalog.**

In exchange for their Subscription, the Subscriber has unrestricted access to the entire catalog of content offered on our platform.

Access to the catalog is UNLIMITED, and the Subscriber can enjoy it as much as they want throughout the duration of their subscription.

**CAUTION: THE SUBSCRIBER IS CHARGED THE MEMBERSHIP FEE EVERY MONTH (OR EVERY 3 MONTHS), WHETHER THEY HAVE BENEFITED FROM THEIR SUBSCRIPTION OR NOT.**

The offered products may vary from month to month.

#### **b. Welcome Offers and Discovery Access**

The Company regularly offers "Welcome Offers" as part of its commercial policy.

These offers, reserved for new Subscribers, allow subscribing to the Service by enjoying a "Discovery Access" to the Site for a duration of 72 hours.

Subject to the specific provisions of this article, subscribing to the Service within the scope of a Welcome Offer is done under the same conditions and in the same forms as those provided for in Article 3.

At the end of this 72-hour period, in the absence of termination by the Subscriber, the first installment of the Subscription of €29.90 (or €75 per quarter) will be due, and the Subscription will automatically take effect and continue according to the terms set out in Article 5 of the T&C.

To benefit from the Welcome Offer, the new Subscriber must subscribe to the subscription and pay the requested amount.

## **5 – Service Characteristics**

Our games are not games with potential winnings, but purely entertainment games accessible to all and without money winnings.

#### **a. Duration and Termination**

The Subscription takes effect:

- On the day of subscribing to the Service, if subscribed through the usual subscription methods defined in Article 3 b);
- 72 hours after the subscription date to the Welcome Offer when the Subscription is made through this offer as provided for in Article 4.b.

The Service Subscription is a monthly or quarterly subscription (according to the choice made by the Subscriber during the subscription), without a fixed term commitment and with automatic renewal.

This means that the Subscription will be renewed, and the Subscriber charged every month (or every three months) on each anniversary date of the Subscription's commencement.

By way of illustration, if the subscription was taken out on July 1st, it becomes effective at the end of the 72-hour period, i.e., on July 4th, and the Subscriber will be charged for their first monthly installment on July 4th.

Termination can be notified by the Subscriber at any time via email without prior notice or reason.

Termination must be notified by the Subscriber:

- Either by filling out the termination form
- Or by sending an email to the Customer Service of the website at the following email address: [client@digitalrewards.online](mailto:client@digitalrewards.online)
- Or by contacting us by phone at +33 1 82 88 63 13

The termination will take effect at the end of the current subscription period (monthly or quarterly as per the offer chosen by the customer) or the Discovery Access period in the context of a Welcome Offer, so that the Subscriber who terminates their Contract and has paid for the current period will have the right to use the Site for the remainder of the current period.

At the end of the current period, the Subscriber will no longer have access to the Service and will no longer be charged by the Company.

The Company also reserves the right to terminate the Service at any time if the Subscriber fails to comply with these General Conditions or if the payment method provided by the Subscriber is invalid.

It also reserves the right to cease offering the Service. The cessation of the Service will be communicated to the Subscriber by any appropriate means.

## **b. Prices and Payment**

The cost of the Service subscription depends on the chosen subscription package during signup.

- Games: €10.90 per month

- Movies: €24.90 per month
- Movies & Games (Bundle): €29.90 per month or €75 every quarter

Every month (or every quarter), the Subscriber can find the corresponding invoice for the period within their Subscriber account on the Site.

The Subscriber authorizes the Company to automatically debit the subscription amount using the provided banking details.

Payment for the Subscription amount is exclusively made via credit card. The credit card will be charged every month for the subscription amount until the Subscriber wishes to terminate their Subscription under the conditions outlined in Article 5.a) of the CGU.

In case of payment failure, and/or in the event of fraud or attempted fraud by the Subscriber known to the Company, the Company reserves the right to terminate the subscription and access to the corresponding Service.

### **c. Right of Subscription Withdrawal**

In accordance with Article L 221-18 of the Consumer Code, the Subscriber has a legal withdrawal period of 14 calendar days from the subscription date to the Site.

By withdrawing, the Subscriber automatically terminates their subscription and receives a full refund of the subscription fees already paid.

This refund will be made no later than 14 days from the date the Company received the withdrawal request.

Following their withdrawal request, an email will be sent to the Subscriber, confirming that their request has been considered.

The Subscriber can exercise their legal right of withdrawal by using the form available on the website under the "Withdrawal" section or by copying the form below onto plain paper:

*I hereby notify you of my withdrawal from the contract for the service provision below:*

*Subscription date:*

*Name & Surname:*

*Used Email address:*

*Date & Signature (in case of notification of this form on paper):*

*Exercising the right of withdrawal results in the termination of the contract*

This withdrawal form must be sent to:

- By postal mail to Digital Rewards Ltd. 46 Albert Street, Fleckney, Leicester, LE8 8BA, UK,  
or
- By email to: [client@digitalrewards.online](mailto:client@digitalrewards.online)

## **6 – Personal and Banking Data**

The Company respects the right to privacy. It is required, during the Subscriber's registration on the Site, to collect personal data (email address, first name, last name, phone number, etc.) for the purpose of managing the subscription and commercial relationships with the Company.

The conditions for processing personal data by the Company are set out in the Site's Personal Data Privacy Policy.

In accordance with the provisions of Law No. 78-17 known as the Data Protection Act of January 6, 1978, and the EU Regulation 2016/679 applicable since May 25, 2018, the Subscriber has the right to obtain, erase, object, access, rectify, and delete any personal data concerning them obtained by the Company during the use of the Service. Every Subscriber can exercise this right by sending an email to [client@digitalrewards.online](mailto:client@digitalrewards.online).

If the Subscriber eventually decides not to finalize their subscription, the Company will only collect the email address. This email address may be used later by the Company to follow up with the prospect who did not finalize their order. Other information is retained only for Subscribers who actually finalize their subscription to the Service.

The Company is particularly sensitive to the security of its website and the information its Subscribers may provide. The monthly deductions are made through secure payment providers. These providers are the only ones with access to the banking information of the Subscribers.

## **7 – Applicable Law and Jurisdiction**

These General Conditions are governed by UK law.

In the event of a dispute regarding the interpretation, validity, and/or execution of these Terms and Conditions, the Subscriber may refer to, at their discretion:

- One of the territorially competent jurisdictions under the Code of Civil Procedure, or
- The jurisdiction of the place where they resided at the time of the conclusion of the contract or the occurrence of the harmful event.

If all or part of a clause of these is found to be unlawful, unwritten, void, or unenforceable, this clause will be waived, in whole or in part, without affecting the validity of the other clauses, the remainder of this agreement retaining its full effect.

## **8 – General Provisions**

The current legislation requires certain information or communications to be transmitted in writing. By using this Site, the Subscriber accepts that these communications are mainly made electronically.

For contractual reasons, the Subscriber accepts this means of electronic communication and acknowledges that all contracts, notices, information, and other communications that the Site provides electronically comply with legal obligations requiring said communications to be made in writing.

The Company reserves the right to update these Terms and Conditions at any time and for any reason. If the Subscriber does not accept the new Terms and Conditions, they may terminate their subscription at any time.

## **9 – Complaints and Mediation**

For all disputes between the Company and the Subscriber, the latter is invited to attempt to resolve them amicably before resorting to the courts. It should be noted that this attempt does not interrupt the time limits for action, by contacting the Company's customer service as soon as possible according to the following methods:

- by sending an email to the following address: [client@digitalrewards.online](mailto:client@digitalrewards.online) or
- using the online form, or
- by contacting telephone support at the following number: +33 1 82 88 63 13

In the absence of an amicable agreement, the Subscriber may resort to conventional mediation or any other alternative dispute resolution method.

The Subscriber may, in particular, use free of charge, in accordance with articles L.612-1 and following of the Consumer Code, the European Commission's online dispute resolution platform.

This platform is accessible here.

This Mediation platform allows consumers to submit a mediation request online accompanied by supporting documents.

The Subscriber remains free to accept or refuse mediation and, in the event of mediation, to accept or refuse the solution proposed by the Mediator.

In case of a dispute, only the General Terms of Use in French shall prevail.