



Motul  
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## **PRIVACY POLICY**

### **1. GENERAL INFORMATION**

This website, referred to as “the Site”, is owned and edited by MOTUL, referred to as “MOTUL”, “us”, “we”, and “our” in these Terms of Use.

These Terms of Use applies to any website, platforms, webpage and application that are owned and edited by MOTUL and its group of companies.

MOTUL is a public limited company with a capital of 3,642,000 euros registered at the trade register of Bobigny, France under number B 572 055 846 and whose head office is located at 119 Boulevard Félix Faure 93300 Aubervilliers, France.

#### **IMPORTANT NOTICE:**

Your use of the Site is subject to the following Terms of use (“Terms of Use”) that includes the following Content Terms and Conditions (“Content Terms and Conditions”) and the following Privacy and Cookies Policy (“Privacy and Cookies Policy”) as well as to all applicable laws, rules, acts and regulations.

PLEASE READ THESE TERMS OF USE AS WELL AS THE CONTENT TERMS AND CONDITIONS AND THE PRIVACY AND COOKIES POLICIES CAREFULLY BEFORE USING THE SITE, AS THEY EXPLAIN HOW YOU ARE LICENSED TO USE THE SITE. IF YOU HAVE QUERIES CONCERNING THESE TERMS OF USE YOU MAY CONTACT US AT [privacy@MOTUL.com](mailto:privacy@MOTUL.com)

BY USING MOTUL YOU ARE TELLING US THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, THE CONTENT TERMS AND POLICIES AND THE PRIVACY AND COOKIES POLICIES. IF YOU DO NOT ACCEPT OR UNDERSTAND THESE TERMS OF USE OR ANY PART OF THEM, YOU SHOULD NOT USE OR ACCESS THE SITE OR ANY PART OF IT. THESE TERMS OF USE FORM A LEGALLY BINDING AGREEMENT.

IF YOU ARE UNDER THE AGE OF 18 AND DO NOT UNDERSTAND THIS DOCUMENT PLEASE ASK A PARENT OR GUARDIAN TO EXPLAIN ITS MEANING TO YOU. IF YOU ARE UNDER THE AGE OF 13 YOU MAY NOT USE THE SITE.

When using the Site you are expected to comply with these Terms of Use, and we may, in addition to any other legal right or remedy, revoke your access or delete the content you uploaded for any breach of these Terms of Use.

We may update the Terms of Use from time to time and will bring any updates to your attention. Your continued use of the Site will be deemed your acceptance of any update to the Terms of Use.

### **2. DETAILS ON SETTING UP AN ACCOUNT**

2.1 You may need to set up an account in order to use and access some of the Site.

To set up an account you will need to register using your Facebook, Google Plus, Instagram, LinkedIn or Twitter account, as well as using your e-mail address.

The information you give us in setting up an account are processed in accordance with our Privacy and Cookies Policy.

2.2. Your username and password are personal to you and you should not share them or disclose them to any third party without our prior written permission.

2.3. When you create an account all information you supply must be truthful and accurate.



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2.4. You shall not use or set up an account to imposter any other person, or to set up fake or 'bot' style accounts.

2.5. Profile usernames do not need to be your real name, but cannot be chosen or used which:

- 2.5.1. are trademarks, company names, trade names or shop signs of a third party;
- 2.5.2. are offensive, misleading, or contrary to public policy or good manners;
- 2.5.3. may breach these Terms of Use in any manner as we may reasonably decide.

2.6. Profile usernames cannot be sold, transferred or licensed without our prior written consent.

2.7. You may only use your account in accordance with the Terms of Use, and you may not operate a competition or commercial activity without our prior written approval.

2.8. You agree that:

- 2.8.1. you will ensure that the information we hold about you is accurate and up to date;
- 2.8.2. you are solely responsible for maintaining the confidentiality of your account details;
- 2.8.3. you are solely liable for any use of the Site using your account;

2.9. Your account details and use of your account must comply with the Terms of Use, Content Terms and Conditions and Privacy and Cookies Policy, as well as with any applicable laws, acts and regulations.

2.10. WE ARE NOT LIABLE FOR ANY IMPROPER USE OF YOUR ACCOUNT OR ANY USE OF YOUR ACCOUNT BY ANY THIRD PARTY.

IF YOU THINK YOUR ACCOUNT HAS BEEN COMPROMISED PLEASE INFORM US IMMEDIATELY.

2.11. In the event that you breach any applicable provision and in particular any provision of the Terms of Use, the Content Terms and Conditions and the Privacy and Cookies Policies, we may suspend or delete your access to the Site and/or remove content created/uploaded by you.

### 3. PRIVACY AND COOKIE POLICY

#### 3.1 General information

Motul as defined in the Terms of Use is the controller of the collection, process and use of any personal data you provide and / or is collected when using the Site.

When you use the Site, Motul may collect and process personal data i.e. any information relating to an identified or identifiable natural person and the following provisions set out how we use data relating to you and apply to all use of your personal information and data.

By accessing and using the Site, you authorize us to collect, store, access, transfer and use your information as described in this Policy. We may make changes to this Policy in future, which will be posted on this page. You should check this page from time to time to ensure you are aware of any changes. Where appropriate we may notify you of changes by email or through our apps or websites. We will only collect and process information about you in accordance with the Terms of Use.

We do not knowingly collect personal information from persons under 13 years of age. If you are younger than this, please do not use our websites or apps. If you think we have collected personal information about someone who is younger than 13, please let us know pursuant to Article 6 below.

If you are less than 16 years old, please make sure that your parent or guardian has explained this privacy policy to you, and agree with its contents, before using our websites or apps.

#### 3.2. Personal data we may collect about you



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3.2.1. We will obtain personal data about you (such as your name, address, telephone number, email address, photograph) whenever you contact us, register an account with us, submit material through a form, or through the Site, for example when you upload videos, we will obtain any personal data which is contained in those videos ("Submitted Information").

The content you post, and your user profile, will be public, so make sure you do not share anything that you would like to keep private.

3.2.2. When you visit the Site, we may place cookies on your terminal equipment, if you agree, pursuant to 3.7.3 below. A cookie is a small script sent to your browser by a web server and stored on the hard disk of your terminal equipment. We may monitor your use of the Site through cookies and similar tracking technologies. For example, we may monitor how many times you visit, which pages you go to and which videos you watch, traffic data, your IP and MAC address, a unique device identifier, the browsers and devices you use to access the Site, your internet service provider, and the actions you take when using the Site ("Analytics").

3.2.3 The Site may also collect information which you make available to us and which is stored on your device, or your Facebook or other social media or similar profiles, including contact information, images, location, video or other digital content ("Content Information"). Details of the information we collect from your Facebook or social media account will be notified to you when you first grant us permission to access your account.

### **3.3. How we use your personal data**

3.3.1. We will use your personal data for the only purposes described to you before collecting your data and obtaining your consent, and in particular for the following purposes:

- Submitted Information: to help us identify you and to open, run and monitor any accounts you hold with us; for administration; to process your enquiries; to monitor and distribute videos and other material you contribute through the Site; to provide personalized content, including promotional content; and to send you information about the Site.
- Analytics: to understand how, and how often, users use the Site, and to help us improve it.
- Content Information: to allow you to connect with friends and other users, to share videos and other contributions you might make, and to make it easier for you to use the Site, for example by pre-populating forms and user accounts.

3.3.2. We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined unless otherwise stated.

3.3.3. We may also use your submitted data to serve personalized content which we believe may be of interest you or to serve relevant advertising to you based on your personal data held by us.

### **3.4. Disclosures and Transfers of Personal Data**

3.4.1. In order to provide products and services and to fulfil the above mentioned purposes we may need to share your personal information with other companies within the Motul Group and / or third party service providers that process data on our behalf.

In particular:

- Submitted Information may be shared with the email service providers we use to keep you updated with news about the Site and with other third parties we use (who



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process your Submitted Information in accordance with our instructions) including for the purpose of live chat, marketing, feedback and support.

- Analytics information may be shared with advertisers on an anonymous aggregate basis. We may also display anonymous, aggregate statistics through our websites or other chats although this will not include your personal data.

The Site integrates with third party analytics providers who process the Analytics information we collect in accordance with our instructions, including to: track technical errors which arise from your use of the Site; monitor the performance of the Site; monitor how you use the Site including the actions you take when using our apps and websites. Data shared with Analytics providers will be processed by them for our use only, save that they may create their own reports on an anonymous and aggregated basis.

- Content Information submitted through the Site will be shared publically unless otherwise agreed.

Information which you include within your public profile of the Site, or which you share through forums and other interactive messaging features through the Site, will be shared with the other users of the Site.

In some cases, you may be able to select specific recipients of Content Information (for example if you are sending a private message, or sharing a video with a particular individual). When agreed, Content Information you share may be made publically available. Where you allow the Site to access your geo-location, that information will be used to make the content displayed to you through the Site more relevant to you. You may also tag your Content Information, in which case your approximate location (or any other tags you apply) will be visible to the public.

#### 3.4.2. We may also disclose your personal information to third parties:

- who are our external service providers as required to deliver and improve the Site and to fulfil the above mentioned purposes,
- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- In order to enforce or apply the terms of agreements between us, to investigate potential breaches, or to protect the rights, property or safety of us, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

3.4.3. Since Motul operates globally, Motul may want to transfer your personal data to other countries, including countries outside the European Economic Area (EEA); However, while in our control, we always seek to ensure that your personal information receives the same level of protection as it would had it stayed within the EEA, including seeking to ensure that it is kept secure and used only in accordance with our instructions and for the agreed purpose(s).



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By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

3.4.4. We do not disclose information about identifiable individuals to advertisers.

We may provide advertisers with anonymous aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in London). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

### **3.5. Security of the personal data**

3.5.1 We are committed to the security of your information and the data we hold. However, transmission of information via the Internet is not always secure. We cannot guarantee the security of your data while being transmitted to the Site; Any transmission is at your own risk.

3.5.2 Once we have received your information, we take appropriate security measures to prevent unauthorized access, improper use or disclosure, unauthorized modification or unlawful destruction or accidental loss of personal information once it is under our control.

We guarantee that any third party to which your personal data is transferred and disclosed pursuant to Article 3.4 above, shall implement the appropriate security measures to prevent unauthorized access, improper use or disclosure, unauthorized modification or unlawful destruction or accidental loss of personal information.

3.5.3 We shall inform you without undue delay of any data breach that is likely to result in a high risk to your rights and freedom.

3.5.4 When you share any Content with us, you should ensure that you are happy for that Content to be shared in case it contains personal information that you prefer to keep private.

### **3.6 Your rights**

3.6.1. You can edit, delete and modify any profile information provided for use in the Site via your account page.

3.6.2. We are committed to ensuring that your personal information is kept accurate and up to date. However, we can only make changes to your personal information if you notify us. It is your responsibility to let us know if there are inaccuracies or changes to your personal information.

Please notify us at [privacy@MOTUL.com](mailto:privacy@MOTUL.com) if there are any changes to or inaccuracies in your personal information, providing us with sufficient information to enable us to identify you so that changes can be made.

3.6.3. You may ask us to:

- provide you with access to any personal data we process about you, subject to an administration fee when requests are manifestly unfounded or excessive,
- change, update your personal information,
- erase partly or totally your personal data,
- restrict the processing of your personal data, or
- object to processing of your personal data.

Please also note that you:

- are entitled to withdraw your consent at any time,



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- have the right to data portability, and
- have the right to lodge a complaint with a supervisory authority.

For any information or request, you can contact us about your personal data and this policy at [privacy@MOTUL.com](mailto:privacy@MOTUL.com)

We will endeavor to respond to your query as soon as possible, providing us with sufficient information to enable us to identify you, so that any changes can be made. Please note that we may ask you for further information, or take other steps to confirm your identity before processing your requests.

3.6.4. The Site allows you to delete Content Information which you posted and to deactivate your account.

Please note that, if you deactivate your account, your account will be unavailable for you and for the others.

However, any Content which you have already shared through the Site may be retained on the Site. For example, users may have shared your videos or you may have commented on other Content. If you deactivate your account without deleting content, that content will remain permanently accessible through the Site, but may be marked anonymous. We shall also retain all anonymous data related to your account and use of the Site to enable us to continue to better understand how users use the Site. We will not be able to identify you from this data.

### **3.7. Cookies**

3.7.1 Pursuant to 3.2.2, we use cookies and other online tracking devices to deliver, improve and monitor the Site and Site, including in the following ways:

- Authentication
- To log you into the Site and keep you logged in.
- Preferences
- To remember information about you such as your preferred language and configuration.
- Analytics
- To help us understand how you use the Site, and how often, so we can improve it to deliver a better experience for our users.
- To carry out research and statistical analysis to help improve our content, products and services.
- Retargeting

We may use cookies to display advertisements to you about products and services we offer, which we think will be of interest to you based upon your previous use of the Site.

If you want to learn about how to opt out of Google Analytics, please visit the following URL: [tools.google.com/dlpage/gaoptout/](https://tools.google.com/dlpage/gaoptout/) or change your Google Ads Settings. You can find out more about how Google uses data here: [www.google.com/policies/privacy/partners/](https://www.google.com/policies/privacy/partners/).

3.7.2. The information we obtain from our use of cookies will not usually contain your personal data. Although we may obtain information about your device such as your IP address, your browser and/or other internet log information.

3.7.3 The Site displays a notice alerting you to our use of cookies and other similar technologies and linking to this Terms of Use. By using our websites after this notice has been displayed to you, you are letting us know that you consent to our use of cookies or similar technologies for the purposes described in this Terms of Use.



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3.7.4. You can naturally oppose the placement of cookies by changing your browser settings accordingly, but in that case some parts of the Site may function only partially. You can also eliminate cookies any time and individually by referring to the user's manual of your computer.

3.7.5. We work with third parties who may also place cookies on your device, for example Google Analytics, Facebook and Twitter, which we use to enable social networking functionality and sharing and to monitor how visitors use the Site. These third party suppliers are responsible for the cookies they place on your device. Some of these cookies are session cookies, which will delete after you close the browser or app or log out. Other cookies can be deleted by using your browser or device settings. You may also use your browser or device settings to block cookies, although please note that this may limit your usability of the Site.

We may link to, incorporate or use third party software and services such as social networking or sharing features within the Site. Use of any such software or service is subject to the terms of those third parties, and you agree to comply with any such third party Terms of Use when using the Site.

#### 4. CONTENT TERMS AND CONDITIONS

These provisions apply to the Site and your use of the Site and of the Original Content and of the Users' Content i.e. any videos, photographs, messages or any other content that may be uploaded by the users (all together the "Content").

Unless otherwise stated, the "Original Content" is any videos, photographs, messages or any other content uploaded by, posted by, created by us and our group companies, including our/their directors and officers and employees, as well as contents featuring our/their ambassadors.

##### 4.1 OWNERSHIP OF THE USERS' CONTENT

4.1.1 You own all of the content and information you post on the Site.

4.1.2 For Users' Content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with the Site (IP License).

Pursuant to the IP License, Motul is expressly authorised to directly or indirectly:

- reproduce all or part the IP Content on other media or in other forms than those in which they were originally reproduced and edited on any medium known or to be discovered in the future for any purpose whatsoever
- represent all or part the IP Content to the public, free of charge, by any means of communication and by any means of telecommunication, known or unknown to date, via telematic networks, the Internet or any other current or future networks for any purpose whatsoever,
- and adapt all or part the IP Content, including the right to amend and arrange the IP Content, in order to keep it up to date and relevant to their purpose. The IP Content may also be adapted for incorporation, in whole or in part, into other pre-existing or future works for any purpose whatsoever.

This IP License ends when you delete your IP Content or your account unless your content has been shared with others, and they have not deleted it.

##### 4.2 OWNERSHIP OF THE ORIGINAL CONTENT

Subject to the retained ownership of Users' Content (which is owned by the user), all right, title, interest and ownership rights and any copyright, design right, database right, patents and any rights



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to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefore and other intellectual property rights (together “Intellectual Property Rights”) on the Site and on the Original Content belong to us and/or our licensors.

All rights are asserted and reserved, save for those granted under these Terms of Use. The Site may contain licensed materials and our licensors may act to protect their interests in the event of any breach of these Terms of Use.

#### 4.3 USE OF THE CONTENT

You may only use, view and stream Original Content and Users’ Content uploaded onto the Site as permitted by us.

Subject to your compliance with all conditions of these Terms of Use, we grant you a non-exclusive, personal, revocable, non-transferable license to (i) stream and view the Users’ Content and Original Content only on the Site for your own private, personal and non-commercial use and (ii) to share the User’s Content and Original Content only in accordance with the social media functions made available by us on the Site and the license under these Terms of Use.

In consequence:

- You may watch, view and stream Original Content and Users’ Content only on the Site.
- Unless otherwise stated, you may share Original Content and Users’ Content only by using the social media sharing functionality of the Site and by linking to the video page of the Site only by using the functionality made available by us.
- You may not copy, download, or embed any Original Content or Users’ Content without the express written permission of the content owner.
- You may not use any Original Content or other users’ Content for any commercial purposes, or any public performances.

The Content may not be otherwise used, downloaded, copied, streamed, broadcast without our prior written consent.

Save where we have expressly agreed otherwise with you in a separate agreement, you may only use the Content for your personal, private and non-commercial use, and must not:

- sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Site, Original Content or Users’ Content of other users in any way except as expressly permitted by these Terms of Use;
- remove, delete, obscure, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Site or Original Content or Users’ Content of other users;
- remove, disable or circumvent any copy protection software contained on or within the Site or Original Content or Users’ Content.

You guarantee to Motul that you will not post or upload content that infringes or violates someone else's rights or otherwise violates the law or the Terms of Use, and in particular:

- You will not post / upload content that infringe third party’s intellectual property rights,



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- You will not post / upload unauthorized commercial communications (such as spam) on the Site.
- You will not bully, intimidate, or harass any user of the Site.
- You will not post content that is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence,
- You will not do anything that could disable, overburden, or impair the proper working or appearance of Motul, such as a denial of service attack or interference with page rendering or other functionality of the Site.
- You will not facilitate or encourage any violations of the Terms of Use.

#### 4.4. COMPLAINTS:

In the event that you consider that any content infringes your intellectual property or other proprietary rights, please notify us by email to [copyright@MOTUL.com](mailto:copyright@MOTUL.com) setting out full details of the infringed rights or breach of the Terms of Use.

When reporting any instances of copyright or other proprietary rights infringement, please include the following information:

- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright protected content;
- A description of the copyrighted protected content that you believe has been infringed upon;
- A full description of where on the Site the alleged infringing content can be found (including the relevant URL);
- Your address, telephone number, and e-mail address so that we may contact you;
- A statement by you that in your reasonable belief the use of the content is not authorised by the copyright owner, its agent, or the law;
- A statement by you that the information contained in this notice, and any other information we may reasonably require from you in order to enable us to resolve the issue of copyright infringement (whether actual or alleged) is accurate and that you are either the copyright owner or authorised to act on the copyright owner's behalf.

Please note that when issuing any complaints regarding the content, then such an action is initiating a legal claim process. We may require you to provide further details or evidence before we can act upon your claim.

#### 5. CLICKING ON LINKS TO WEBSITES

Where we make available links to other websites or apps through the Site, such links are provided for your information and convenience only. We are not responsible for the content or performance of the linked website or app, and you are responsible for reviewing the linked website's or app's Terms of Use.



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## 6. NECESSARY SYSTEM AND PLATFORM REQUIREMENTS

Motul takes every reasonable effort to allow round-the-clock access to the Site, seven days a week, except in circumstances beyond its control or an event outside Motul's control, and subject to any downtimes and necessary maintenance operations of the Site and services. Consequently, Motul cannot guarantee the availability of the Site and/or services, or reliability of the transmissions and performances in terms of response time and quality.

6.1. Apps made available as part of the Site are developed to work on the version of the operating system and/or device platform available at the time of their release or such other version as may be notified to you when obtaining the apps. Platform, operating system and device vendors may from time to time update their software and/or devices, and we may, but shall not be obligated to, update the Site if necessary to ensure that its functionality and performance continue with any such update. It is your obligation to ensure that you are using the latest compatible public release of any such device, operating system or platform. We may require you to update your apps and other software to continue using the Site.

Motul's responsibility cannot be invoked if the Site cannot be accessed and/or the services cannot be used.

6.2. You may require an internet connection, which you must procure at your own expense, to use some features of the Site.

We recommend you use a Wi-Fi service rather than mobile data connection if you have a limited mobile data package, and we are not responsible for the use of your data package and any additional costs you may incur. Streaming videos can use large amounts of data and you should therefore switch to Wi-Fi data connections where possible.

## 7. INDEMNITY / COMPENSATION TO US

7.1. Without limiting our other legal rights and remedies, you agree to indemnify (compensate) us and keep us indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of the Site or arising from any breach or suspected breach of these Terms of Use by you or your violation of any law or the rights of any third party.

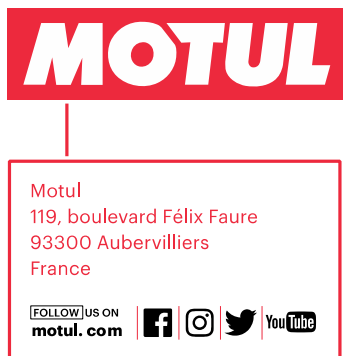
## 8. TERM AND TERMINATION

These Terms of Use takes effect upon your download, installation and/or use of any part of the Site and remain effective until terminated by either of us. You may terminate these Terms of Use at any time by deleting all copies of apps and other materials received by you through the Site and by ceasing to use the Site.

Without any notice from us, the Terms of Use shall automatically terminate if you fail to comply with any term or condition of these Terms of Use. Upon termination you shall cease all use of the Site and delete all copies of apps and other materials received by you through the Site.

Termination shall not affect any accrued rights or obligations up to the time such termination becomes effective.





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Société Anonyme à Directoire et Conseil de surveillance au capital de 3 642 000€  
N° SIRET : 572 055 846/00016 – Code APE 1920Z – RCS Bobigny B572 055 846





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These Terms of Use sets out the complete understanding and agreement between us and you in respect of its subject matter and may only be amended or waived in writing by us.

## 14. NO WAIVER

No waiver by us of any failure by you to comply with or perform a provision of these Terms of Use shall constitute a waiver of any preceding or succeeding failure.

## 15. ASSIGNMENT

These Terms of Use are personal to you. You may not assign, sub-license, transfer or dispose of your rights or obligations under this agreement.

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We may change these Terms of Use for any legal, regulatory or security reasons, or for any other reason we reasonably decide, including without limitation, where such change is required or encouraged by a third party service provider.

We will notify you of any changes and you will be required to accept the changes to continue to use MOTUL.

## 17. SEVERANCE

If any provisions of these Terms of Use are held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

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In the event that no amicable solution is found to settle any dispute, French courts alone shall be competent and, in particular, the Paris District Court will have the exclusive competence for intellectual property matters.



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