

Macadam Terms of Service

Welcome to Macadam Terms of Service!

These Terms of Service (the “**Terms**”) determine the conditions under which our users (“**you**” or the “**user**”) are authorised to use the Macadam mobile App (the “**App**”), our Website located at www.macadam.app (the “**Website**”), and any related services provided by Macadam (altogether “**Macadam**” or “**us**”).

By using Macadam, you agree to accept and comply with these Terms – and to make sure of it–, we ask to you expressly consent to them by checking a box when you create a user Account (an “**Account**”) in the App.

Therefore if you do not agree with these Terms, or can’t/won’t comply with them, please refrain from using the App, or accessing our Website, or any other services provided by us.

Who are we ?

The App is currently developed and published by :

MACADAM TECHNOLOGIES SL

Registered office at: Diagonal, 472, 6-4, 08005 Barcelona

TIN: B44845337

contact@macadam.app

Share capital : 3000 euros

Hosting service provider (Website):

Google Cloud EMEA Limited.

Velasco, Clanwilliam Place, Dublin 2, Ireland,

VAT No.: IE3668997OH

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

What should I know before using Macadam ?

1. Macadam is a mobile application available on iPhone and Android that rewards your steps. The App connects to the pedometer of your phone and allows you to convert your steps into points. The points can then be converted into money, exchanged for promotional codes or used to support charity or associative projects
2. To use Macadam you need a phone that is sufficiently recent and that has (i) a functioning pedometer, (ii) Internet service and (iii) a Macadam Account.

3. Macadam uses the data collected by your phone such as the number of steps and geolocation. We ask for your consent to collect this data. Unfortunately, if you do not give us access to this data, we cannot provide you with our services.
4. Macadam cannot be used by children under 15 years old, this is why we ask you to confirm your age when creating an account.

Do I need to pay to get Macadam ?

The use of and access to the Macadam services as they exist now is and will remain entirely free.

We may offer new paid features in the future and will definitively inform you about it.

How can I access Macadam?

You can download Macadam on your phone from the Apple App Store or the Google Play Store. In each case, you agree to any usage rules / conditions of services set forth therein by Apple or Google.

Once the App is downloaded, you may login either through your Google Account or by entering an email address and a password.

The information provided must correspond to your own identity and shall not be false or erroneous. You will be solely responsible for any damages that may arise from the inaccuracy of this data.

You are sole responsible for maintaining the confidentiality of your access data (username, password) and you should not allow third parties to access your Account. If there is any indication that a non-authorized third party has accessed your Account or if there is any indication of misuse of your Account, you must immediately send an e-mail to contact@macadam.app. We reserve the right to delete a user Account without notice in case of suspicious activities.

Once you've login for the first time, a contract between us is concluded for an indefinite period or until it is terminated by one of the parties as set out in section "Termination" below.

Once I have it, what does Macadam do for me ?

Basically, this is how it works:

1 - Collection of points (or coins)

You walk or run (whether in the street, on a treadmill...) with your phone in your bag or in your pocket at any time of the day or the night, anywhere in the world The pedometer in your phone senses the moves and collects the number of steps This number of steps is transferred from your phone to Macadam every day.

AND/OR

You watch ads on the App

AND/OR

You sponsor a friend, and he/she gets the App too

AND/OR

You take up a challenge proposed in the App

AND/OR

You answer to surveys

2 - Balance and ranking

Your balance increases and you enter the Macadam ranking

3 - Rewards

When you pass certain thresholds, you can convert your points into :

- Euros
- Promotional codes
- Support for charitable or associative projects

READ CAREFULLY

1 - Collection of points

Physical movement

- Measurement of the number of steps is not done by us, but by the technologies set up inside your phone (sensors). It means that if there is a problem with the sensors in your phone, the step report transferred to Macadam may be wrong, and there is nothing we can do about it.
- What physical movements make you win points, the movement/point equivalence and the maximum number of points that can be generated by a movement, are limited and determined at the sole discretion of Macadam and they may be changed at any time.

Third-party advertising content

- When you click on your first ad to watch, we will ask you to give your consent to collect certain personal data, in order to (i) personalize the ads that are presented to you and (ii) to share your data with our partners.

Sponsoring

- When you invite a friend, he/she gets the number of points defined in the App immediately.
- You are rewarded by being granted the number of points defined in the App as soon as your friend reaches 2.000 points.
- Maximum number of points generated by sponsoring is 40.000 points.
- Macadam [Referral Terms](#) can be found here. You must read them and accept them before sponsoring anyone.

2 - Ranking

- A public ranking of the number of points is published on the App and is accessible by all users. This ranking is indicative and is done automatically without any verification of use. It does not give right to any automatic reward.
- The ranking can give right to rewards when it is indicated in the App, however the number of points and the way they have been collected will be checked by us, in order to remove from the ranking any user who would have had a forbidden behaviour (such as cheating).
- In any case, you cannot consider your ranking as granted until we have contacted you to give you your final ranking at a specific time, and the possible consequences (rewards or other) of this ranking.

3 - Rewards

All rewards

- Categories and nature of the rewards may change at any time and at Macadam's sole discretion.
- In the event that any of the rewards are unavailable for any reason, Macadam reserves the right to re-credit the user with the points used or to replace them with a reward of the same value and equivalent characteristics, without liability.
- Before granting any reward, we reserve the right to verify your use of the App and your compliance with these Terms. In case of non-compliance, and especially in case of cheating, we reserve the right to refuse to grant a reward.

Banking payment

- To be eligible for a banking payment, you must have earned a certain amount of points defined by us in the App and have a European bank account.
- To receive the banking payment :
 1. Make your transfer request on the App,
 2. This request is processed by our teams who verify that the reward has been earned in accordance with the Macadam Terms of Service.
 3. Once your request has been validated by our team, you will be asked to transmit your information on a secure interface (photo of ID and banking account on which you wish to receive your money).
 4. The bank transfer is made via our bank QONTO. Only European bank accounts are accepted.
 5. Your ID and banking account data are never made accessible to Macadam staff for other purposes. They are only kept as proof in case of a dispute (for example, to prove that we have made the payment on the IBAN that you sent us).

QONTO is a regulated payment institution, approved and supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France, Banco de Espana in

Spain and Banca d'Italia in Italy, under the number CIB 16958. More information: www.qonto.com

- Additional costs may be applied and will be specified in the App prior to any payment.
- We reserve the right to withhold or block a wire transfer at our own discretion in the event of suspected fraud.
- In no event a wire transfer from Macadam to you should be considered as a salary.
- You are fully responsible for any tax declarations required by applicable laws in association with wire transfers received by Macadam.

Third-party promotional codes

- The promotional codes earned by point conversion are provided by our third parties partner and we have no control over what is offered. A partner may decide to withdraw or modify a promotional code at any time, at its sole discretion and Macadam can not be liable for that.
- Promotional codes shall be used on the third-party partner's website, app or shops – or in any way provided for in the App.
- We do not provide any warranty on the products and services provided by third parties and resulting from the use of a promotional code. The legal conditions and warranties of the third parties shall apply.

Support for charitable or association projects

- When you donate your points to a charitable or association project, all of your donations will be given to the organizing association once the fundraising goal has been reached, minus the processing, marketing and administrative costs of the operation (whether they are the association's costs or Macadam's costs). In the event that the funds cannot be paid to the organizing association for any reason, Macadam reserves the right to pay the funds to another association of its choice, and will inform the users concerned accordingly

What are the rules when using Macadam ?

1 - Forbidden behaviours (limitation of use)

While using Macadam, **you are strictly prohibited from attacking, threatening, or inciting violence against others based on race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or any serious illness, including by posting a profile photo or using a username that could have this kind of effect.** Any user Account harming or used to incite harm to others will be immediately deleted.

In addition, you warrant that you will not:

- Create several Accounts.

- Use a fake identity when creating an Account.
- Use Macadam for commercial purposes or any non-personal purpose. It is strictly forbidden to sell or buy or otherwise trade points for other purposes than those authorised in these Terms and by the App.
- Provide fake data (including but not limited to fake steps or fake sponsored users), directly or indirectly (such as through another app) to Macadam in order to increase its number of points. Please note that even if the points are added to your Account in the first place, we are able and reserve the right to verify the source of each earned point, and to delete undue points from an Account.
- Harvest, collect, or gather user data belonging to an individual without his/her consent.
- Modify, copy, prepare derivative works of, decompile, or reverse engineer Macadam or any materials and software contained within the App or on our Website.
- Remove any copyright or other proprietary notations from Macadam or any materials and software contained within the App or on our Website.
- Knowingly or negligently use Macadam or any of its associated services in a way that abuses or disrupts our networks or any other service Macadam provides.
- Use Macadam or its associated services in violation of any applicable laws or regulations.
- Use Macadam or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

2 - Intellectual Property

The Website, the App as well as all the components and/or elements that part of them, including but not limited to, technologies, source code, designs, texts, trademarks, logos and images, are protected by intellectual and industrial property rights. Macadam is the owner of the relevant intellectual and industrial property rights and/or has obtained for their use the relevant authorizations or permits from the third parties that are the owners thereof. Thus, neither of its elements may be used, publicly disclosed, reproduced, distributed, transformed, make available to, or used in any other way whatsoever that implies a violation of the Spanish, EU or international intellectual and/or industrial property laws, without the prior express authorization of Macadam.

You may download Macadam, to view, use, and display the application on your mobile device for your personal use only.

Macadam shall also be the owner of all the intellectual property rights in any amendments or improvements to the App or the Website or any other elements, as a result of the user experience, including those that arise from suggestions and/or comments made by the users.

Similarly, you grant Macadam with a license on your profile picture, allowing us to use it publicly in the App, to provide a public user ranking.

3 - Updates

The App might not work or not work in an optimal way if the version of your phone or of your OS does not support the latest version of the App available on Google Play and Apple Store. You are responsible for downloading the latest version. Macadam is not liable for any damage caused by a malfunction on an earlier version of the App.

Disclaimer

1 - Bugs and errors

We do not guarantee the absence of interruptions or errors in accessing the App or its contents, nor that it is always updated, however, we will carry out, provided that there are no causes that make it impossible or difficult to execute, and as soon as we become aware of errors, disconnections or lack of updating the contents, all efforts to correct errors, restore communication and update the contents.

It may happen that following or due to a technical or human error, bug or incident, undue points be granted to a user and then removed from the user Account once the bug or incident is remedied. Macadam shall in no event be held liable for such event or any damage suffered in relation to such event.

2 - Absence of warranty

Macadam and the materials in the App and on our Website are provided on an 'as is' basis. To the extent permitted by law, Macadam makes no warranties, expressed or implied, and hereby disclaims and negates all warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

Most importantly, Macadam does not warrant that you will be successful in the collection of points or the granting of rewards. Macadam does not warrant that the proposed rewards are adapted to your needs, your interests, or any other purposes.

3 - No health or medical advice

Macadam is not a health professional and does not provide health advice. More generally, the materials appearing in the App or on our Website are not comprehensive and are for general information purposes only. Macadam does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials in the App or on our Website, or otherwise relating to such materials or on any resources linked to Macadam and our Website.

For example, the number of calories equivalent to the number of steps indicated in the App which is indicative and can not be taken as a parameter in any case.

4 - Third party links

Finally, the Website and the App contain links to third party websites or apps that are not owned nor operated by Macadam (including, but not limited to when you watch third party advertising content). Macadam has no control over, and assumes no responsibility for the content, privacy policies or practices of any third-party websites. The use of any such linked website is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites and their processing of personal data.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Liability

Macadam shall not be liable for any damage suffered by you directly or indirectly resulting from a breach of these Terms, a negligence, or a non-authorized use, by you or any third party.

In no event shall Macadam or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use the App, our Website, or any other services provided by Macadam or the materials in Macadam, even if Macadam or an authorised representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this Terms, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Privacy

To learn more about how we collect and process your personal data, and how you can exercise your rights in relation to your data, you may refer to the our [Data Protection Policy](#).

Termination

- Termination by us :
 - Inactive account : in order to save energy related to the functioning of our servers, we reserve the right to deactivate your Account in case of prolonged inactivity. In this case we will inform you ten (10) days prior to doing so.
 - For breach : We may suspend or terminate your Macadam Account and right to use Macadam :
 - After a 5-day written notice to you for any breach of these Terms.
 - Immediately without notice for material breach of these Terms.

- Termination by You : You may terminate our relationship at any time by deleting your Account. Please note that deleting the App in the Apple or the Google app store will not delete your Account.

The deletion of your Account will result in the deletion of your access to Macadam, and the deletion of your data (except for legal and regulatory obligations – see our [Data Protection Policy](#)).

It is your responsibility to request cash out of any points in your Account prior to Account termination. Termination of the Account will result in the irretrievable loss of existing points.

Severance

Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms is not affected.

Applicable law and Jurisdiction

The relationship between the user and Macadam shall be governed and interpreted in accordance with these Terms, which in matters of interpretation, validity and execution shall be governed by Spanish law; and any dispute –with the User or others– shall be submitted to the Courts of Barcelona, the parties expressly waiving their right to any other venue or jurisdiction to which they could be entitled, without prejudice to the consumers and user’s protection laws that could result applicable in this case.

Contact

If you have any question regarding these Terms or the use of Macadam, please contact: contact@macadam.app.

Modification

We reserve the right to review and amend any of these Terms at our sole discretion. Upon doing so, we will update this page and notify you through the App and/or the email address you provided when you created your Account. Any changes to these Terms will take effect immediately from the date of publication.

These Terms were last updated in March 2023.