

## **GENERAL CONDITIONS FOR THE USE OF TRAILCONNECT APPLICATION**

The TrailConnect application is produced by the SARL YOOMIGO, located 180 boulevard de Charavines, 38500 VOIRON, France, admin@tracedetail.fr.fr, registered as an individual enterprise under the Siret No. 83314674900035. Access to the TrailConnect Application and the use of it assume the acceptance of these General Conditions of Use. By accessing the application, the User acknowledges that he/she has reviewed these General Conditions of Use and has accepted them in full and without reservation. In the contrary case, the User must decline to access the application. These General Conditions of Use may be modified at any time by Yoomigo.

### **1. DEFINITIONS**

**Application** : means the TrailConnect application which proposes services in addition to the Site.

**User**: means any person who uses the Application free of charge or for payment.

**Site**: means the internet site <http://traccede.fr>, <http://Yoomigo.com> and all of the associated content, as well as its sub-domains and associated content.

**Yoomigo** : means the compagny registered under the Siret number 83314674900035.

**Apparatus**: means the mobile telephone compatible with the Application and possessing high speed internet access.

### **2. PRESENTATION OF THE APPLICATION**

TrailConnect is an application dedicated to outdoor itineraries created as an extension of the internet site Yoomigo. This application is intended to provide navigation tools to users as well as a series of associated services in order to facilitate their movement over the terrain and exchanges with their entourage.

### **3. REQUIRED CONFIGURATION**

In order to use the Application on a mobile telephone, the User must have the appropriate high-speed internet access, a telephone service that allows access to the internet and a mobile telephone compatible with the Application. The Application is compatible with the iOS and Android operating systems.

### **4. ACCESS TO THE SERVICES**

The User undertakes to use the Application and the associated services reasonably and in accordance with these General Conditions of Use.

The services may be accessed without creating a Yoomigo User account.

Access to certain functions requires the creation of a Yoomigo User account.

In order to do so, the User must provide a user name, an e-mail address and a password. These personal identifiers (user name and password) may be changed on line in the member area of the Site. They are confidential and may not be transferred. Therefore, the User undertakes not to communicate these to third parties.

Yoomigo cannot be held responsible for any direct or indirect damages suffered by the User or by third parties resulting from fraudulent access to the member area as a result of disclosing the identification information for a member. The User undertakes to provide accurate and true information concerning his/her situation, as well as to make any possible changes and updates of this information on line in the member area.

### **5. THE SERVICES PROPOSED**

There are services that are accessible free of charge and services that are accessible only by subscription.

The free services may become subject to payment after advance notice of 30 days provided to the Users by Yoomigo. The change or elimination of one or more services may not give a right to any compensation for the User.

The complete list of the services provided is indicated in the commercial offer set out on the Site or in the Store on the date of downloading the application.

#### **General presentation of the services**

The services proposed in connection with the Application are intended to assist the User in outdoor activities practices on the routes presented. The Application proposes, among others, functions for location and orientation on the routes, sharing of position with third parties, sharing of information concerning the completion of the route as well as access to weather information. The Application may also propose "Challenge Routes", as described below. The Application has an "off-line mode" in order to allow consultation of the itineraries and the basic maps loaded on the smartphone, even in the absence of a telephone network.

### **6. SUBSCRIPTIONS TO THE PAID SERVICES**

In order to use the additional functionalities, Users may purchase one of the subscriptions proposed on the Site or in the Store on the day when purchasing the subscription.

#### **Subscription conditions**

The subscription takes effect on the date of confirming the purchase. It is valid for one year (one month for monthly live tracking), with automatic renewal when the subscription is purchased in the TrailConnect application.

In the case of a subscription with automatic renewal purchased in the TrailConnect application, the user can cancel the renewal at any time at least 24 hours before the expiration date from his Apple or Google account depending on the platform used.

The subscription is personal. It gives the right to use the paid services on one Apparatus at a time. Users have the possibility to transfer their purchase from one apparatus to another as their subscriptions are attached to their Yoomigo User account.

#### **Right of Retraction**

When you purchase a subscription on the Site, in application of Article L. 121-21 of the Consumer Code, you have a right of retraction that you may exercise during a period fourteen calendar days following the purchase of a subscription. If the period expires on a Saturday, a Sunday or a holiday or bank holiday is extended to the next following working day.

This right of retraction is to be exercised by e-mail with proof of delivery to the electronic address, admin@tracedetail.fr, or by registered letter with proof of delivery to the address indicated in the heading to these

conditions.

When you purchase a subscription via a store, the right of retraction is to be exercised with this store.

### **Price and payment terms**

The prices applicable to the subscription are the prices displayed on the Site or in the stores on the purchase date.

When you purchase a subscription via the Site, the payment of the price may be made:

- by bank card by means of the secure payment system in place on the site

- by cheque (only from French bank) to the order of sarl Yoomigo, sent to the following address: 180 boulevard de Charavines, 38500 Voiron France

In the interest of optimal security for payments, Yoomigo reserves the right at any time to eliminate, suspend or modify any of the payment solutions offered.

### **Additional Services**

The additional services accessible by subscription are listed in the commercial offer on the Site or in the Stores on the day when purchasing the subscription.

## **7. PUBLICATION OF CONTENT BY THE USERS**

The User may add content on the Application (routes completed, notifications, comments, etc.). By do this, the User agrees that this information may be published and disseminated by Yoomigo. The User grants to it, free of charge and for an indeterminate period, the right of dissemination and utilisation of this information, regardless of the media used.

Users undertake only to share routes that they themselves know and which are adapted to outdoor activities practice and open to the public. Yoomigo declines any responsibility connected with the use of the User's content.

## **8. UTILISATION LICENSES**

The Application uses several sources of base maps (OpenCycleMap, IGN). THE USE OF THE APPLICATION AND THE ASSOCIATED SERVICES ASSUMES THE ACCEPTANCE OF THE GENERAL CONDITIONS OF USE OF THESE DATA SUPPLIERS, IN FULL AND WITHOUT RESERVATION. Failing this, the User shall waive access and use of the services proposed by the Application. The general conditions of use of these suppliers of mapping data may be consulted by connecting to the following links:

IGN Geoportal:

[http://www.geoportail.gouv.fr/depot/site/IGN\\_conditions\\_generales\\_de\\_reutilisation\\_des\\_informations\\_publicques.pdf](http://www.geoportail.gouv.fr/depot/site/IGN_conditions_generales_de_reutilisation_des_informations_publicques.pdf)

OpenStreetMap and OpenCycleMap :

<http://www.openstreetmap.org/copyright>

Any use and dissemination of the data published on the Application must cite Yoomigo and must be done in accordance with the obligations for displaying the legal statements of the data suppliers.

## **9. PERSONAL DATA**

The information requested at the time of registration are necessary for creating a Yoomigo member account. They may be used thereafter by Yoomigo for the administration, management and operation of the service. The electronic address communicated at the time of registration must be a personal electronic address that is valid for the duration of the membership.

**Right of blocking, deletion and rectification of member data:** by virtue of Articles 39 and 40 of the Law of 6 January 1978, the Member has the right to access, rectify, delete and block his/her personal data.

The Member may exercise this right at any time via his/her personal space, or by sending an e-mail to [admin@tracedetail.fr](mailto:admin@tracedetail.fr).

## **10. COOKIES**

The Application uses "cookies". Cookies are files recorded on the User's Apparatus that register information concerning the navigation on the Application and which the Application may read at the time of the User's next visits. The User may block the recording of cookies by configuring his/her Apparatus appropriately.

## **11. INTELLECTUAL PROPERTY**

All of the data contained on Trail Connect Application are the property of Yoomigo. Any partial or complete reproduction of the Application or any creation of works derived from the Application without the express authorisation of Yoomigo is prohibited. The entirety of this Application constitutes a protected work and is subject to protection by the Intellectual Property Code.

The User undertakes to use the Application strictly for personal purposes and in accordance with these General Conditions of Use. Any use of the content for commercial purposes or for providing services is prohibited, unless agreed in writing and in advance by Yoomigo.

## **12. AVAILABILITY OF THE APPLICATION**

Yoomigo makes all reasonable efforts at its disposal to ensure permanent access to and the quality of the services provided by the Application. However, Yoomigo is only subject to an obligation of means. Any event resulting from a case of force majeure which has the consequence of a malfunction of the network or the server shall not cause Yoomigo to be held liable. The access to the services of the Application may at any time be subject to an interruption, a suspension or modification without advance notice, for maintenance or any other case.

The weather forecasts may also be suspended if the servers of Openweathermap or other information sources are not available.

The "Emergency" service, which allows an emergency call or an SMS to be issued is subject to being in a zone covered by the mobile telephone network.

The User undertakes not to claim any compensation as a result of the interruption, suspension or modification of the services.

## **13. RESPONSIBILITY**

### **Content posted by the Users**

The content made available to the Users on the Application is the result of contributions by Users. The Users, as the authors, are solely responsible for the content that they publish on the Application. As the host, Yoomigo declines any responsibility with regard to the reliability of the information disseminated, particularly as concerns the usability of the routes.

The User undertakes not to place on line any content that may harm the interests of third parties. In order to create flash challenges, users undertake only to create "Flash Challenges" on routes that they know and which do not present any danger.

The User also undertakes only to add content which he/she owns (texts, photographs, images) and which are free of copyright, or for which he/she has received the express consent of the owner for it to be disseminated. The User releases Yoomigo from any responsibility with regard to the violation of intellectual property rights which he/she may be subject to.

### **Use of the routes**

The User shall assume full responsibility for the use that he/she makes of the data published on the Application, particularly when using a route published on the Application or when participating in a Challenge. The User shall release Yoomigo from any responsibility with regard to any possible incidents that may occur during his/her sporting activity.

USERS WHO WISH TO USE AN ITINERARY PRESENT IN THE TRAILCONNECT APPLICATION OR TO PARTICIPATE IN A CHALLENGE SHALL DO SO UNDER THEIR OWN RESPONSIBILITY.

They shall ensure in advance, by themselves, its realistic and feasible character under satisfactory conditions of safety. In order to do so, they may contact the local tourism office or the guides' bureau for the sector. As many routes are in the mountains, it is strongly recommended to consult the weather forecast before starting and not to overestimate one's physical capacities. Yoomigo cannot be held responsible for any accidents occurring when using a route put on line on the Application.

### **Indications concerning the usability of permanent routes**

The indications concerning the usability of the routes, such as "open", "vigilance" or "closed", are managed by the collectivities where routes are located. Yoomigo is not responsible for displaying this information, which is solely subject to the authority of the territory. The indication "open" or the absence of a statement "vigilance" or "closed" does not mean that the route is exempt from any risks. The Users must themselves verify the usability of the routes. In particular, THESE INDICATIONS DO NOT TAKE INTO ACCOUNT WEATHER FACTORS OR EVENTS WHICH MAY MAKE THE ROUTE UNUSABLE (PRESENCE OF MUD, SNOW, ICE, ETC.). The User must use the route in a responsible manner, without overestimating his/her capacities, and must not hesitate to turn back if the conditions are not favourable to continuing the itinerary.

### **Reliability of the data**

The weather forecasts are issued by the servers of openweathermap or other information sources.

Yoomigo may not be held responsible for the reliability of the forecasts.

The weather data available on the Application must be used in addition to other information, particularly the real-time observation of weather conditions at the starting point or any other information available, with regard to the conditions for carrying out an outdoor activity.

The GPS data used by the Application are generated by the GPS on the User's smartphone. Yoomigo may not be held responsible for the possible inaccuracy of the GPS location of the User.

Attention: the continued background use of the smartphone GPS considerably reduces the lifespan of the battery.

## **14. APPLICABLE LAW**

These General Conditions of Use are subject to French law.