

Terms of use and terms of sale

Article 1 - Terms and Conditions jurisdiction and definitions

The below listed words define :

- 'Mobile application', 'mobile app' or 'app' : the mobile application SityTrail and all its screens and pages.
- 'Publisher' : the legal or natural person responsible for editing and publishing content on the app.
- 'User' : the person using the app.
- 'Products' : all digital goods or services that it is possible to buy or to which it is possible to subscribe via in-app purchases or via the web store of the publisher.
- 'Customer' : the user buying a product via an in-app purchase or via the web store of the publisher.
- 'Store' : The digital distribution platform used by the publisher to publish the app, and by the user to download the app.

Article 2 - Mentions imposed by the law

The app is published by Geolives Belgium SPRL.

Legal mentions concerning the publisher can be found here :

Geolives Belgium SPRL
Rue Cahorday, 1
4671 Saive
Belgique

VAT number : BE0672456656

Its policy regarding the gathering and use of its users data can be found in the app Privacy Policy.

The acquisition of a product or in a broader sense the use of the app implies acceptance by the user of the whole current Terms and Conditions, the user thus acknowledging to have taken full knowledge and accepted the latter. This acceptance will be considered to have the same value as a handwritten signature from the user. The user recognizes the value of evidence from the publisher automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms and Conditions implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

Article 3 - Characteristics of products offered

The products offered are those listed in the catalog published on the app, and each product is listed along with a description provided by the publisher. The app customer service is available by e-mail at the following address: help@geolives.com or through mail at this address Rue Cahorday, 1 - 4671 Saive - Belgique in case of which the publisher agrees to provide a response within 14 days.

Article 4 - Prices

The prices listed in the catalog are prices shown in Euros including taxes (TTC), and based on the applicable VAT on the day of the order.

Geolives Belgium SPRL reserves the right to change prices at any time. However, only the price appearing in the catalog on the day of the order shall be applicable to the buyer.

Article 5 - App member account

The registered user on the app (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can ask for a generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the publisher will not be held liable for unauthorized access to a user account.

The user can be asked to provide a few personal information when buying products within the app ; he or she agrees to provide accurate information.

The account allows the customer to check all orders made on the app with the account. The app publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages and screens cannot be taken as evidence ; they only have informative value and aim to effectively help the user to manage his or her orders or contributions.

The publisher reserves the exclusive right to delete the account of any user who may have breached these Terms and Conditions, including but not limited to the following cases :

- * the user has knowingly provided false information during his or her registration and the creation of an account
- * the user has been inactive on the app for at least a year.

Said deletion cannot be considered harmful to the excluded user, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Members are free to delete their account on the app. In order to do so, the member can send a e-mail to the app publisher stating that he or she wants to delete the account. No data recovery is possible after account deletion.

Article 6 - Publisher waiver of responsibility

Failure to access the app is not considered harmful to the users, and will not result in any right to any kind of compensation. The unavailability, even extended without any time limit and concerning one or several products, can not be considered harmful to users and can not result in the award of damages from the publisher. The hypertext links on the current app may refer to other apps or sites and the responsibility of the publisher of the current app can not be engaged if the content of these sites and apps contravenes the laws. The current app publisher will not be held responsible of any harm caused to the user by his or her visit on those third-party sites or apps.

Article 7 - Intellectual property rights relating to information published on the app

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the app and material on the app. Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting. Any member found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Article 8 - User material

8.1 The application may let you submit material to us: for example, in various parts of the application you may be able to upload a photo to your profile, write reviews of trails, upload photos of your outdoor activities or upload files that record your activities. In these Terms, we use the term "User Material" to refer to any publically available material of any kind that you submit to us, including text, files, images, photos, and recorded activity information. User Material does not include the account information, Product purchase, or Product use information which you provide in registering for and using the application.

8.2 This article 8 sets out the rights and obligations that each of us have in connection with User Material. If you review or submit User Material, you are agreeing to do so in accordance with these Terms. If you do not want to review or submit User Material in accordance with these Terms, then you should not do so.

8.3 We do not always review User Material submitted by you or other users. We are not responsible for the content of User Material provided by you or any other user. We do not necessarily endorse any opinion contained in such material. We make no warranties or representations, express or implied, about User Material, including as to its legality or accuracy.

8.4 We reserve the right, in our sole discretion, to refuse to post or to remove or edit any of your User Material, or to restrict, suspend, or terminate your access to all or any part of the application, particularly where User Material breaches this article 8, and we may do this with or without giving you any prior notice.

8.5 We may link User Material or parts of User Material to other material, including material submitted by other users or created by Geolives Belgium SPRL or other third parties. We may use User Material for our internal business purposes, for example, to examine trends or categories or to promote, market or advertise CityTrail. You acknowledge that we may commercially benefit from use of your User Material.

8.6 Each time you submit User Material to us, you represent and warrant to us as follows:

- a.** You own your User Material or have the right to submit it, and in submitting it you will not be infringing any rights of any third party, including intellectual property rights (such as copyright or trade mark), privacy or publicity rights, rights of confidentiality or rights under contract.
- b.** Your User Material is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, and does not encourage conduct that would be considered a criminal offense, and does not give rise to civil liability, violate any law, or is otherwise deemed inappropriate.
- c.** Your User Material does not advertise any product or service or solicit any business.
- d.** Your User Material does not identify any individual (including by way or name, address or a still picture or video) under the age of 18 and if User Material identifies any individual over the age of 18, you have that person's consent to being identified in exactly that way in your User Material; and in submitting your User Material you are not impersonating any other person.
- e.** You will not collect usernames and/or email addresses of users for the purpose of sending unsolicited email.
- f.** You will not engage in criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or attempt to impersonate another user or person.
- g.** You will not engage in any automated use of the system, such as using scripts to alter our content.
- h.** You will not, without authorization, access, tamper with, or use non-public areas of the application, computer systems of Geolives Belgium SPRL, or the technical delivery systems of providers of Geolives Belgium SPRL.
- i.** Except as necessary to maintain your own computer security by use of commercial-off-the-shelf anti-virus or anti-malware products, you will not attempt to probe, scan, or test the vulnerability of the application or any other system or network of Geolives Belgium SPRL or breach any security or authentication measures.

8.7 We are entitled to identify you to third parties who claim that their rights have been infringed by User Material you have submitted, within the limits established by General Data Protection Regulation.

8.8 User Material is not considered to be confidential. You agree not to submit any content as User Material in which you have any expectation of privacy. By submitting User Material you hereby grant Geolives Belgium SPRL an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit the User Material you post on the application, or any portion thereof, and any ideas, concepts, or know how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such User Material, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. Geolives Belgium SPRL may include your User Material in CityTrail's Distribution Content that is made available to others through the application. Be aware that Geolives Belgium SPRL has no control over User Material once it leaves the application, and it is possible that others may duplicate material found on the application, including, but not limited to, on other sites on the Internet. You represent and warrant that you own or otherwise control the rights to your User Material. You agree to indemnify Geolives Belgium SPRL and its affiliates for all claims arising from or in connection with any claims to any rights in your User Material or any damages arising from your User Material.

8.9 Any inquiries, feedback, suggestions, ideas, other information which is not part of your use of the application or User Material that you provide to us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. By transmitting, uploading, posting, e-mailing, or otherwise submitting Submissions to the application, you grant, and you represent and warrant that you have the right to grant, to Geolives Belgium SPRL an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit the Submissions, or any portion thereof and any ideas, concepts, or know how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to

any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such Submissions, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. You also acknowledge that your Submissions will not be returned to you and that Geolives Belgium SPRL has no obligation to acknowledge receipt of or respond to any Submissions. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You agree to indemnify Geolives Belgium SPRL and its affiliates for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

Article 9 - Brands

Trademarks and logos appearing within the app are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweavings, distribution and reruns incurs to penalties foreseen in the law.

Article 10 - Limitation of Liability

The publisher, especially in the app sales process, is bound by an obligation of means; he or she can not be held liable for damages resulting from the use of the app such as data loss, hacking, viruses, failure in service, or other. The publisher can not be held liable for breach of contract due to a force majeure event, including but not limited to disasters caused by floods or fires. Regarding purchased products, the publisher shall not be liable for any consequential damages because of present, trading loss, operating loss, loss of profit, damage or expense that might arise. The choice and purchase of a product are under the sole responsibility of the customer. The total or partial inability to use such product due to incompatibility of equipment cannot lead to any compensation, reimbursement or questioning the responsibility of the publisher, except in the case of a proven hidden defect or non-compliance. In case of non delivery of an order (purchased product is not made available to the customer), the customer has up to one month (starting at the date of the purchase) to come forward. No claim will be accepted beyond this time period. The user expressly agrees to use the app at his or her own risk and under his or her sole responsibility. The app provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will not be liable for :- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this app or conversely the inability to use it- any malfunction, impossibility of access, misuse, improper configuration of the user's device, or for the use by the user of an unusual or obsolete device- the advertisements content and other links or external sources the user may access through the app

Article 11 - App Internet accessibility

The publisher cannot be liable for any technical hinderance of the connection, including but not limited to hinderance due to a force majeure event, a maintenance, an update, an intervention by the hosting company, an internal or external strike, a network outage, a power failure, or a bad setup or operation of the user device.

Article 12 - Closure of account

Each member is free to close his account on the application. For this, the member must send an e-mail to the publisher indicating that he wishes to delete his account. No recovery of his data will then be possible.

Article 13 - Eligible law and consumer mediation

These Terms and Conditions are subject to the application of Belgian law. They may be modified at any time by the publisher or one of its representative. The Terms and Conditions applicable to the user are those in effect on the date of the order or of the connection to the site. The publisher obviously agrees to archive its older version of the Terms and Conditions, and to send them to any user who so requests.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms and Conditions may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings. It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings. Any legal proceedings regarding the execution of this contract are only subject to the courts of Liege.

Consumer mediation

Geolives Belgium SPRL guarantees that the customer can seek a free-of-charge consumer mediation for the amicable resolution of any dispute with the publisher.

Geolives Belgium SPRL offers its nonprofessional customers the mediation of the following mediator :

Service de Médiation pour le Consommateur
North Gate II

Mediation is not mandatory but only offered to allow informal resolution of disputes and avoid unnecessary litigation.

Article 14 - Use of cookies and files recorded on the device

« Cookies » are hereby defined in the broad sense of any file stored on the user's device in order to identify him or her, or to sustainably record data on the device. Cookies allow the app to identify its user, to customize his or her experience and speed up the display of the app through a data file saved on their device. Cookies are typically used on the app to 1) allow the app to memorize the user settings and action within the app, 2) gather user navigation data to provide analytics and optimize user experience and 3) allow the user to log in to and access password-protected content, including but not limited to his or her account pages and screens. The user acknowledges he or she has been informed of the use of cookies by the app, and authorizes the app and its publisher to use it. The user can refuse the recording of cookies by changing the settings of the app and/or of the device, but without any guarantee from the publisher that the app will run as expected. The publisher cannot be held responsible if the app does not work as expected without the use of cookies.

Article 15 - Payment information

The user can place an order on this app and pay using the credit card which details he or she provided to the Store or the online web store of the publisher. All payments are made through secure transactions provided by Apple AppStore, Google Play, PayPal or Verifone. The app has no access to any user payments data ; payment is made directly through Apple AppStore, Google Play, PayPal or Verifone.

Article 16 - Delivery and withdrawal right waiver

The publisher promises to make purchased products available as soon as the payment is made by the user for those products. The purchase of products offered within the app will not allow the customer to exert his or her right of withdrawal, as stated in the Belgian Code de droit économique, because of the nature of those products (contracts beginning immediately and concerning digital contents not provided on a hard medium or services delivery that are complete withing the withdrawal right period). The customer acknowledges the orders will be regarded as irreversible, and waive his or her withdrawal right regarding those products, provided his or her express consent to this waiver had been given during the order process.

Article 17 - Products warranty

All products purchased on this app are protected by legal guarantees. Guarantee of conformity : the seller must deliver goods in conformity with the contract and is responsible respond for defects existing during product delivery. The guarantee of conformity may be exercised if a defect were to exist on product delivery. Hidden defects guarantee : the customer may request the exercise of a hidden defects guarantee if the considered defects do not appear at the time of delivery and be serious enough (the defect must render the product unfit for the use for which it is intended, or hinder this use to such an extent that the buyer would not have bought the product or would not have purchased it at such a price if he or she had known the default). In case of non-conformity of a product sold on the app, it can be refunded by the publisher. All claims of exchange or refund must be made by post to the following address : Rue Cahorday, 1 - 4671 Saive - Belgique or by e-mail at help@geolives.com.

Article 18 - Archiving

The publisher will archive purchase orders and invoices on a reliable and durable medium, as a true copy. Digital records will be considered by both parties as proof of communications, orders, payments and transactions between them.

Article 19 - Terms and Conditions framework

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect. The present Terms and Conditions describe the entire agreement between the user and the publisher. They supersede all previous or contemporary written or oral agreements. The Terms and Conditions are not assignable, transferable or sublicensable by the user himself. A printed version of the Terms and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Use, shall be in the French language.

Article 20 - Notice

Any notice concerning the Terms and Conditions, Legal Notices or Privacy Policy must be made in writing and delivered by hand, by

registered or certified mail, by post or any other well-known courier service at national level that allows regular review of its prices and conditions to the following address : Rue Cahorday, 1 - 4671 Saive - Belgique or by e-mail at help@geolives.com, stating your full name, contact details and subject of the notice.

Article 21 - Claims

Any claim or cause of action you may have with respect to your use of this app, its pages or screens, services or the social network pages of the publisher, or which is the subject of these Terms and Conditions must be initiated within one (1) year after the claim or cause of action arises. If it is not, such a claim or cause of action will never be applicable before a court.

Article 22 - Inaccuracies

It is possible that there are, on the whole app and the products offered, and to a limited extent, inaccuracies or errors, or information that is at odds with the Terms and Conditions, Legal Notices or Privacy Policy. In addition, it is possible that unauthorized modifications happen to be made by third parties on this app or related services (social networks ...). We make every effort to ensure that such discrepancies be corrected. In case we miss one, please contact us by post to the following address : Rue Cahorday, 1 - 4671 Saive - Belgique or by e-mail at help@geolives.com, to give, if possible, a description of the error and location (URL), as well as sufficient information for us to be able to contact you. For requests involving copyright, please refer to the section of this document related to intellectual property.

Article 23 - Geolocation data

The express consent of the user must be given during the app setup on the device for geolocation to take place.

For the app to use geolocation data, the user must activate the geolocation features of the device the app runs on. The user can waive his or her consent to geolocation by the app, at all times and free of charge, but if geolocation is disabled, the mobile application will not work anymore.

Activation of the geolocation features of the device (GPS) allows the user to use the following app services : discover trails around your location, follow trails, record trails, ...

The device then autonomously estimate its position.

Deactivation of the app or device geolocation features prevents app services relying on geolocation to run, and geo-targeting ads to display in the app.

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History of this document

[[Terms of use and terms of sale - Version of 4th April 2019]]