GENERAL CONDITIONS FOR THE USE OF THE VALLEE DU TRAIL APPLICATION

The Vallée Du Trail application is produced by Cécile Lefebvre, the publication director, at 525 route de Bénevet, 38850 Paladru, France, cecile@tracedetrail.fr, registered as an individual enterprise under the Siret No. 79194193300016. Access to the Vallée Du Trail 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 TraceDeTrail.

1. DEFINITIONS

Application: means the Vallée Du Trail Application intended for use on all of the trail-running itineraries proposed by the Community of Communes of the Valley of Chamonix Mont-Blanc (“Communauté de Communes de la Vallée de Chamonix Mont-Blanc”).

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

Site: means the internet site http://tracede.fr, http://tracedetrail.com and all of the associated content, as well as its sub-domains and associated content.

TraceDeTrail: means the individual enterprise of Cécile Lefebvre registered under the Siret number 79194193300016.

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

2. PRESENTATION OF THE APPLICATION

The Vallée Du Trail Application is an application dedicated to the trail-running routes of the Vallée du Trail. By downloading the application, the User installs on his/her smartphone all of the trail-running itineraries proposed by the Community of Communes of the Valley of Chamonix Mont-Blanc, with the possibility to download the maps for use off-line. The Application has numerous functions which are intended to facilitate trail-running practice over these routes.

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 TraceDeTrail User account.

Access to certain functions requires the creation of a TraceDeTrail 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.

TraceDeTrail 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
The free services may become subject to payment after advance notice of 30 days provided to the Users by TraceDeTrail. 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 trail-running 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.

The case of “Challenge” routes
The Challenges allow the Users to measure their time over pre-defined routes using the Application, and to compare with other Users. These Challenges operate by means of Bluetooth markers positioned along the route and conceived to interact with the User’s smartphone. They detect the passage of the User in order to start and stop the timer and to record any other possible intermediary passages. In order to participate in a Challenge, the User must have a smartphone that is compatible with the Bluetooth Low Energy technology. If this is not the case, the User may still read the QR Code on the marker in order to validate his/her passage.

Note that in order to register participation in a Challenge route, you must first have completed the “My Information” section in order to provide TraceDeTrail with all of the information necessary to establish a rating by category. The User undertakes to complete this information honestly. This information will only be used in order to establish a classing on the Challenge routes.

6. PURCHASE OF BASIC MAPS
The base maps used in support of the free services are the base maps of OpenCycleMap. The User has the possibility to purchase the IGN base maps for the territory in order to use these base maps, including off-line and without any limitation as to duration.

In accordance with Article L 121-21-8, paragraph 13, of the Consumer Code concerning digital content not provided on a material support, the User declares that he/she consents to the immediate provision of the content and expressly waives the right of retraction.

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 TraceDeTrail. 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.

The User undertakes only to share the trail-running completions made by him/herself. TraceDeTrail 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_publiques.pdf](http://www.geoportail.gouv.fr/depot/site/IGN_conditions_generales_de_reutilisation_des_informations_publiques.pdf)
OpenStreetMap and OpenCycleMap: [http://www.openstreetmap.org/copyright](http://www.openstreetmap.org/copyright)
Any use and dissemination of the data published on the Application must cite TraceDeTrail 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 TraceDeTrail member account. They may be used thereafter by TraceDeTrail 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.

CNIL declaration: in accordance with the Law No. 78-17 of 6 January 1978 concerning computer files and liberties, as amended by the Law No. 2004-81 of 6 August 2004, the TraceDeTrail database in which all of the information of the Application is contained was subject to a declaration with the CNIL.
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@tracedetrail.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 the Vallée Du Trail Application are the property of TraceDeTrail. Any partial or complete reproduction of the Application or any creation of works derived from the Application without the express authorisation of TraceDeTrail 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 TraceDeTrail.
12. AVAILABILITY OF THE APPLICATION

TraceDeTrail makes all reasonable efforts at its disposal to ensure permanent access to and the quality of the services provided by the Application. However, TraceDeTrail 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 TraceDeTrail 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, TraceDeTrail 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.

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 TraceDeTrail 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 TraceDeTrail 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 VALLEE DU TRAIL 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. Neither the Community of Communes of the Valley of Chamonix Mont-Blanc nor TraceDeTrail may 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 Community of Communes of the Valley of Chamonix Mont-Blanc. TraceDeTrail 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.

Participation in the Trail-running Challenges
The paths used for trail-running training are not reserved to trail-runners. Consequently, by participating in a Challenge, the User undertakes to maintain a responsible conduct, particularly with regard to the other users of the trails and roads used and with regard to the safety rules that are imposed, depending on the environment being crossed. The User undertakes to adapt his/her speed to the presence of third parties using the route who are not participating in the Challenge.

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