

TRACE DE TRAIL : GENERAL TERMS OF USE

Trace De Trail is published by Cécile Lefebvre, publications director, 525 route de Bénevet - 38850 Paladru, cecile@tracedetrail.fr, registered as an individual company under the n° Siret 79194193300016.

Access and use of the Trace De Trail web-site assumes the acceptance of the current General Terms of Use. By entering the Web-site, or one of its associated sub-domains, the User acknowledges to understand the General Terms of Use and agrees to accept them in their entirety and without reserve. Should the opposite occur the user must renounce their access to the Site and all the associated services. Trace De Trail can modify the current General Terms of Use at any time.

1. DEFINITIONS

Web-site: refers to the web-site <http://tracedetrail.fr>, <http://tracedetrail.com> and all the associated contents as well as the sub-domains and associated contents.

User: refers to all persons who consult the Site or who use the services offered by the Site.

Member: The User becomes a member when they are registered and connected to the Site.

Contributor: all persons who add content to the Site (routes, texts, images or photos).

2. PRESENTATION OF THE SITE

TraceDeTrail is an Internet site for tracks, presentations and exchanges about trail-running routes, whose access is free. The site is dedicated to the practise of trail-running. Trace De Trail reserves the right to withdraw all content which has no relation to this sport.

3. ACCESS TO THE SERVICES

Consultation of the Site is free.

Use of the associated services requires prior creation of an account with the Site. The User must supply a pseudonym, an email address and a password. To the contrary, if the creation of an account cannot be made, the User has only a restricted access to the services (basic consultation of routes). This personal identification (identifier and password) can be modified on line on the member's page. This information is confidential and non-transferable. In these conditions the User makes a commitment not to communicate them with third parties.

Trace De Trail can not be held responsible for any direct or indirect damage sustained by the User or by third parties, resulting from a fraudulent access to a member's page following the disclosure of elements of a Member's identification.

The User agrees to supply exact and sincere information concerning their situation, as well as carrying out, on-line, on the member's page any modifications or updates of the information supplied. The User becomes a Member upon identifying themselves on the site.

4. FUNCTIONS OF THE SITE

Track of the route: the Member can track routes on the Site, either by directly importing a track in gpx or kml format, or by tracking a route manually with the editing tools provided. They can save their route by registering it on the Site. The route will then be registered on their member's page. It is possible, at any time, to modify or delete their route, by going to their member's page. Deletion will not however be possible if another member has added a realisation on the same track.

Routes public / private: having created or modified a route on the Site, the Member can class their route in "public" mode, which means that everybody can see and consult it, or in "private" mode, which means that no reference is made of it on the Site and that it can only be consulted by the Member (route accessible via their member's page). The number of private tracks is limited to 5 per Member, to preserve the collaborative character of the Site.

Concerning the confidential character of the "private" mode: this classification guarantees Members that their tracks are not referenced on the Site. Trace De Trail, however, cannot guarantee unintentional consultation by other users who might access the Site by entering the URL of a track or by the intermediary of a search engine. Trace de Trail do not guarantee total confidentiality in "private" mode, it can not be held responsible for the distribution of the route by third parties.

Calculation of distances and ascent/descent: the distance and ascent/descent data supplied by Trace De Trail are calculated on the basis of the route entered by the Contributor and also a Numerical Model of the Terrain used by the Site. This data does not have an "official" value and is supplied as an indication. Differences may be found in reality with the terrain, notably in relation to the precision of the track and the density of points which map the track. The User can not hold Trace De Trail responsible for the difference in values estimated by other means.

Label "Official route": the label "Official route" may be placed on certain routes, by Trace De Trail, at the request of race

organisers or administrators of permanent routes. It guarantees that the route posted is that of the organiser's.

Posting Iframe: members can publish a route and its altimetric profile on all other web pages of a personal and non commercial web-site which is free and open to all. To do this, an html code is available to them in the tab "download". Any use of commercial or promotional nature, or for a web-site with restricted access requires Trace De Trail's prior written permission and must respect the map suppliers general terms of use of the data used by Trace De Trail. Members must agree **not to conceal any part of the Iframe block loaded on to the web-site in question.**

Use of the Points of Interest: the Member can post points of Interest on the tracks so as to add geo-localised information on the route (*summit, village, refreshment point, etc.*), in the form of predefined icons or text, which are posted in information bubbles with text and/or images. The information bubbles appear when the mouse crosses the icon.

Information given on the points of interest must be of an informative and non-commercial value. All use for commercial or promotional ends is subject to Trace De Trail's prior written permission and who reserve the right to delete all Points of Interest which do not respect these conditions.

Adding realisations: the Member may add "realisations". A realisation corresponds to a trail-running outing realised on a trail-running route which is published on the Site. The addition of a realisation is made using a form containing diverse information such as the date of the outing, the duration, the weather conditions and the state of the terrain. The addition of a realisation allows the Member to keep a history of their outing, and for Users of the site to obtain information on the most recent realisations of the route. The Member agrees to only add realisations truly made by themselves and to give the information in a real and not fictional manner.

Printing maps and roadbooks: members can create and print general or detailed routes saved on the site in A4 format.

Printing of the maps is exclusively reserved for private non-commercial use. All other use must have Trace De Trail's prior written permission and must respect the associated map suppliers' general terms of use.

Internal messaging service: an internal messaging service is available to Members. It has the aim of allowing members to ask and answer questions relative to contributions made by other Members (routes or realisations). They can do this, either in the form of adding a commentary of the track page, or by sending an email via the form available on the Site. In the latter case, the recipient will receive the message at the email address which they supplied at the time of their registration; the address of the sender will be admin@tracedetrail.fr: the email address which the Member used for their registration remains confidential and only Trace De Trail can use it to contact a Member. Trace De Trail disclaims all liability as for the contents associated to these exchanges, which is simply a matter of the Members' responsibilities. All use for other gains or any abuse must be reported to admin@tracedetrail.fr. Trace De Trail will, without notice, delete any content which is illicit or which violates the General Terms of Use.

Visualisation of the route in 3D: Users can visualise the route in 3D on the Site. However, this function requires having a navigator which supports the WebGL technology. This is the case of the majority of navigators' most recent versions. Taking in to account the constraints linked to the Users' own computer equipment, Trace De Trail can not guarantee that everybody has access to this service.

Dedicated pages: some of the web pages are dedicated to the presentation of competitions or permanent routes which can be set up by request of the organisers. These pages have the aim of presenting a given competition in a complete and detailed manner. The dedicated pages are realised by Trace De Trail, on the basis of the information and data supplied by the organiser (tracks, texts, photos and images).

Technical support: Trace De Trail puts an on-line support module at the users' disposition, in the form of videos and also via information bubbles on the different pages on the Site, recognisable by an icon in the form of a question mark encircled in grey. Users may equally ask admin@tracedetrail.fr any questions relating the usage and navigation of the Site.

5. TERMS OF USE

Users, members or contributors agree to use the site and the associated services wisely

and in respect for the current general terms of use.

Publication of data: the Member may become a Contributor by adding content to the Site (routes, text, photographs or images). In so doing, they accept that the information will be published and broadcast by Trace De Trail. They relinquish, freely, and for an indefinite duration, the distribution and usage rights, whatever the supports used. The Contributor agrees to share only the routes, known to themselves, adapted to the practise of trail-running which are open to public circulation. Trace De Trail declines all responsibility related to the use of the Contributors' content.

Moderation of the site: Members' contributions can, at any moment, be deleted or modified by Trace De Trail's team of moderators, if they do not respect appropriate conditions of publication such as: routes or realisations presenting signs of obvious false contribution, imprecise publication title, poor track quality (number of points constituting a track insufficient for giving a satisfactory quality), poor image quality, or other. These modification or deletion interventions can be made without justification or prior notification.

Trace De Trail warns that moderation only concerns the form of the data added and not on any account the content, taking in to account the obvious impossibility of checking the routes on the terrain. It declines all responsibility in terms of reliability of the information published and more generally for all use of Contributors' content.

Use of the data published on the Site: the use of data published on the Site is entirely at the Users' responsibilities.

The services offered by the Site are reserved exclusively for personal non-commercial usage. All other use requires Trace de Trail's prior written agreement.

USERS WISHING TO RUN AN ITINERARY PRESENTED ON TRACE DE TRAIL DO SO AT THEIR OWN RISK. Beforehand they should ensure the feasibility of both its practicality and that its conditions of security are satisfactory. Numerous routes have been tracked in the mountains, it is highly recommended to consult the weather forecast before setting out and not to over estimate one's physical capacities. Neither the author of the track, nor Trace De Trail can be held responsible for any accident occurring during the realisation of a route posted on line, on the Site.

6. LICENCES OF USAGE

Trace De Trail uses several cartographic sources. The use of the current Site and its associated sources supposes the acceptance of these data suppliers' terms of general use,

in their entirety and without reserve. Deviating from that, the User renounces their access to and use of the services offered by the Site.

The suppliers of cartographic data's terms of general use can be consulted by following the followings links :

IGN Géoportail :

http://www.geoportail.gouv.fr/depot/api/cgu/CGUF_GP.pdf

Bing map :

www.microsoft.com/maps/assets/docs/fr-FR/terms.aspx

Openstreetmap and Opencyclemap :

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

IGN Belgium : <http://www.ign.be>

IGN Spain : <http://www.ign.es>

Swiss Topo :

<http://www.swisstopo.admin.ch/internet/swisstopo/fr/misc/disclaimer.html>

Basque maps (Ibilbideak):

<http://ibilbideak.euskadi.net/ibilbideak/home.do>

Catalonian Cartographic and geologic

institute : [http://www.icc.cat/eng/Home-](http://www.icc.cat/eng/Home-ICC/Geoinformacion-digital/Servicios-en-linea-Geoservicios/WMS-WMTS-rapidos-de-cartografia-raster)

[ICC/Geoinformacion-digital/Servicios-en-linea-](http://www.icc.cat/eng/Home-ICC/Geoinformacion-digital/Servicios-en-linea-Geoservicios/WMS-WMTS-rapidos-de-cartografia-raster)

[Geoservicios/WMS-WMTS-rapidos-de-cartografia-](http://www.icc.cat/eng/Home-ICC/Geoinformacion-digital/Servicios-en-linea-Geoservicios/WMS-WMTS-rapidos-de-cartografia-raster)

[raster](http://www.icc.cat/eng/Home-ICC/Geoinformacion-digital/Servicios-en-linea-Geoservicios/WMS-WMTS-rapidos-de-cartografia-raster)

All use and diffusion of the data published on the Site must mention Trace De Trail and be made within the legal obligations stated by the suppliers of the data.

7. PERSONAL DATA

The information requested upon registration is necessary for the creation of a member's account. It may be used there after by Trace De Trail for administration, management and animation of the service. The email address given during registration must be a personal email address, which is valid for the duration.

CNIL Declaration: conforming to law n°78-17 of January 6th 1978 relative to computing, files and liberties, modified by the Law n°2004-81 of August 6th, 2004, the Site was the object of a declaration with the CNIL under the number 1694091.

Right of opposition, suppression, or rectification of members' data: by virtue of articles 39 and 40 of the law dated January 6th 1978, the Member has a right of access to, rectify, delete and oppose any of their personal data. The Member can exercise their right, at any time, via their personal page, or by sending an email to: admin@tracedetrail.fr

8. HYPERTEXT LINKS

Numerous hypertext links towards sites not administered by Trace De Trail are present on the Site. These references or links are supplied for the Users' information. They are not controlled by Trace de Trail, who accordingly disclaim all liability for the contents of these linked sites.

9. COOKIES

The Site uses "cookies". Cookies are files recorded on the hard disks of the Users' computers, which register information concerning navigation on the Site, which Trace De Trail can read during the Users' next visits. Users can oppose this registration by configuring their navigator accordingly.

10. INTELLECTUAL PROPERTY

All Trace De Trail's data content is the property of Trace De Trail or of its Members or Contributors. All reproduction, partial or total, from the Site, or creation of works derived from the Site, without the express authorisation of Trace De Trail and/or its Members and/or Contributors is strictly forbidden. The entirety of the site constitutes a protected work and is protected by the Intellectual Property Code.

The User agrees to use the Site in a strictly private manner and with respect to the current Terms of General Use. Use of the contents for commercial purposes or for offering services is forbidden, except with prior written agreement from Trace De Trail.

All contents posted on-line by a Contributor is at their own responsibility. They agree not to post content that may be contrary to the interests of third parties. Notably, they agree only to add contents of which they are owners (routes, texts, photographs and images) and which are free of rights, or for which they have received the owner's express agreement their diffusion. The Contributor relieves Trace De Trail from all responsibility relative to the violation of intellectual property rights of which they would be the object.

11. RESPONSIBILITY AND FORCE MAJEURE

Access to the site: Trace De Trail implements all the means possible to provide permanent and good quality access to the services supplied by the Site. However, Trace De Trail can only undertake to do their best.

All events of a nature of force majeure which results in the malfunctioning of the network or server is not the responsibility of Trace De Trail.

Access to the services on the Site may at any moment be interrupted, suspended, or modified without prior notice for maintenance or some other reason. The User can claim no compensation further to the disruption, suspension or modification of the service.

Reliability of publications: the content on the Site available to the User is provided by the Members. The Members, as authors, are responsible for what they publish on the Site. Trace De Trail disclaims all responsibility for the reliability of the information

broadcast, notably concerning the practicability of the routes.

Use of the data published on the Site: the User accepts full responsibility for the use of the data that they publish on the Trace De Trail site and under the associated domains, notably by realising a route published on the Site. The User relieves Trace de Trail of any responsibility for possible incidents which may arise during their sporting practise.

12. APPLICABLE RIGHTS

The current Terms of General Use are subject to French law.

Only the French version of the current Terms of General Use are opposable.