

GENERAL TERMS AND CONDITIONS OF USE AND RULES OF USE

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1. Definitions

LETZTRAIL or "we" means LuxTechSystems SA, 185, Val Sainte-Croix in Luxembourg and its subsidiaries. It also includes the services provided by LuxTechSystems, i.e. LetzTrail App and www.opengpxfiles.com.

User or "you" means any person who has access to the LETZTRAIL Application under the Terms and Conditions.

Application or Application LETZTRAIL means the application made available to Users by LuxTechSystems enabling them to access a User Platform intended to provide them with a certain number of information and services relating to various activities available in the open air such as hiking circuits, running or bicycle courses, etc.

Terms and Conditions means all of these Terms and Conditions of Use and Rules of Use and any additional terms and conditions agreed to which are expressly mentioned in these Terms and Conditions of Use or to which reference is made in these Terms and Conditions of Use.

Communications means any submission of content by the User ("User Content") that may be viewed by one or more users of LETZTRAIL's Application and Services, including discussion platforms, forums, social environments, chat pages or blogs.

User Content means any submission and generation of content by the User, including in particular its GPX trails, communications and data.

LETZTRAIL Services means all services provided by LuxTechSystems to the User, including the access to the Application LETZTRAIL and www.opengpxfiles.com.

2. Object

Welcome to the LETZTRAIL application!

Please read these Terms and Conditions carefully before using LETZTRAIL website, Application, or services. Use of the Application implies full acceptance of these Terms and Conditions.

The Application enables Users to share with other Users data relating to their itineraries and routes, and in particular their sporting or outdoor activities. The Application also integrates additional data, including data from partners or external sources, to enrich the Users' data.

By using the Application and LETZTRAIL Services, you, the User, acknowledge having read, understood and accepted the present Terms and Conditions and undertake to comply with the conditions set out in the Terms and Conditions.

3. Data processing

The User is invited to consult our Privacy Policy (in appendix) which also governs the use of LETZTRAIL Services by the User.

LETZTRAIL undertakes to collect only the data essential to the proper functioning of its Services, in particular age and location.

The User's personal data which may be used by LETZTRAIL, its partners or related companies or other interested parties and be subject to automated processing. The identification data that the User may submit to the Application will be processed in accordance with the [Luxembourg law of August 1, 2018 organizing the National Data Protection Commission and the general data protection framework](#).

The User's IP address may be automatically recorded on the system, for functional reasons. This does not allow the User to be personally identified, and he/she remains anonymous unless he/she has voluntarily provided identification data.

In accordance with current regulations, Users and their customers have the following rights with regard to the processing of their personal data by LETZTRAIL:

- request access to their personal data,
- request rectification of their personal data,
- request the deletion of their personal data,
- request limitation of processing,
- request opposition to processing,
- the right to withdraw consent if processing requires consent,
- request data portability,
- the right to lodge a complaint with a supervisory authority,
- the right to give instructions on what to do with their personal data after their death.

To exercise their rights, users may either send an e-mail to (gdpr@letztrail.com) or send a letter to the company's postal address that you can find on www.letztrail.com.

4. Registration and User account - Access to Services

4.1. Registration

The Application LETZTRAIL can be accessed online or by download. Registration allows the User to access and use all LETZTRAIL Services. However, registration is not necessary to search and consult GPX trails. Registration is free for all non-professional Users.

To register, the User is invited to fill in a registration form and choose an identifier which will be his/her Username. The identifier may be the User's first name, surname or any other name chosen by the User, provided that it is not already used by a previously registered User or that it does not infringe the rights of third parties. Thus, the User may not choose for his or her Username a term that is abusive, defamatory or constitutes a registered right that does not belong to him or her, such as the trademark of a third party.

Registration is considered definitive once the registration form has been completed and the present Terms and Conditions have been expressly accepted.

Disclaimer: We invite Users to be very careful in their choice of pseudonym. Users must be aware that their pseudonym enables them to be identified, particularly if they choose to use their real first and last names, and to be associated with the content they publish. The User is informed that his/her profile may be seen by other users and that the content he/she publishes under his/her pseudonym may be reused by Letztrail depending on the settings selected by the User on his/her profile.

4.2. Access to the User Plateform

Registration gives the User access to the Platform dedicated to non-professional Users, to his/her personal space and to discussion platforms, forums, social environments, chat pages or blogs.

4.3. LETZTRAIL Services

Once access to the Application has been confirmed, the User may access LETZTRAIL Services and is granted an exclusive, worldwide, revocable right to use the Application provided that the terms of these Terms and Conditions are complied with.

5. User obligations

5.1. Using the application

When using the Application, the User undertakes to:

- to provide complete and accurate information and to update it in the event of any changes;
- not to use the Application for fraudulent purposes or purposes that do not comply with these Terms and Conditions or for illegal purposes;
- not to impersonate any person or attempt to connect to an account other than their own;
- not to carry out system analyses that could constitute reverse engineering;
- not to download viruses or files that could damage the integrity of the Application;
- maintain its username and password private and store them accurately – User shall be responsible for any use of the Application by a third party via his or her Account and in particular for any addition, deletion or modification of content, and for any resulting damage, failure, loss of information or misuse. LETZTRAIL shall not be responsible for any loss of information, failure, damage or misuse of an User account due to use of login details by a third party.

5.2. Rules of good conduct

The User is entirely responsible for any content he or she generates using the Application and/or the Services LETZTRAIL, including messages, comments and other information shared with other Users. The User undertakes to respect the intellectual property rights of third parties and not to publish offensive, illegal or harmful content.

The User undertakes not to submit any content that is:

- knowingly presenting a physical risk for other users (e.g. hiking trails in dangerous places);
- defamatory, abusive, harassing, threatening or invasive of another's privacy;
- sectarian, hateful, racist or otherwise insulting; or
- violent, vulgar, obscene, pornographic, sexually explicit, offensive or otherwise likely to offend a natural or legal person; or
- illegal, of a nature to encourage or glorify illegal activities;
- infringes or violates (a) any intellectual property or contractual right of LETZTRAIL or any third party; or
- of a commercial or professional nature or advertises or offers for sale (whether or not for profit) any brands product, service or otherwise, or invites others to make contributions or donations, or otherwise without the prior consent of LETZTRAIL. Requests can be submitted to info@letztrail.com;
- contains viruses or other harmful components or otherwise corrupts, disrupts or damages the Application LETZTRAIL or any connected LETZTRAIL network, or otherwise interferes with any other person's or entity's use or enjoyment of the Application LETZTRAIL;
- spam, unsolicited or mass electronic communications, chain letters or pyramid schemes;
- of a false or misleading nature.

5.3. Use of content

The User is solely responsible for the content published on the Application LETZTRAIL. The User guarantees that the content published on the Application complies with public order, that it does not infringe the rights of third parties, in particular in terms of intellectual property, invasion of privacy or damage to the reputation or image of third parties, does not contain defamatory or discriminatory statements about LETZTRAIL or any third party, and complies with the applicable regulations. The

obligations set out herein apply to the User regardless of the origin of the information published on the Application.

When using or accessing LETZTRAIL's services, the User must not:

- publish, list or download content or elements in categories or spaces not provided for this purpose on the Application;
- knowingly publish trails that could represent a danger for other users;
- violate or circumvent any laws, regulations, third party rights, Terms or policies of LETZTRAIL;
- publish false, inaccurate, misleading or defamatory content;
- take any action which may influence the rating or scoring systems;
- distribute or publish spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
- distribute viruses or any other technology likely to harm the application or the interests or property of users;
- use robots, scrappers, data mining, data gathering and extraction tools or any other automated means to access the Application LETZTRAIL and services for any purpose whatsoever;
- interfere with the operation of Services or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any LETZTRAIL or affiliate platform or tool; or
- harvest or otherwise collect information about other users without their consent.

The content of the Application LETZTRAIL, including text, graphics, images, sound, video and other materials, as well as domain names, slogans, trade names and the look and feel of the sites (the "Content"), are protected by copyrights, trademarks and other intellectual property rights owned or controlled by LETZTRAIL. Any fraudulent use of the aforementioned elements is likely to infringe the laws relating to these intellectual property rights.

You may not reproduce all or any part of the Content on any other server without the prior written permission of LETZTRAIL. The use of the Content on any other website or in a networked computer environment is prohibited without the express written permission of LETZTRAIL. The trademarks, logos and service marks displayed on the Sites are the property of LETZTRAIL or third parties. It is forbidden to use these marks without the express written authorization of LETZTRAIL or the concerned third party.

6. Public communications

Communications submitted by the User are intended for public and not private communications. User hereby waives any claim of confidentiality when submitting content that may be viewed by one or more users of LETZTRAIL Services and agrees that such communications are made of User's own volition and at User's own risk. The User may be held personally liable for damages suffered by other Users, LETZTRAIL or other parties as a result of the User's dissemination of any actionable communication or content. LETZTRAIL declines all responsibility for User content, even if it is defamatory or liable to prosecution.

7. Links to other sites

The Application LETZTRAIL may contain links to websites or mobile applications operated by third parties. These links are provided as a convenience only and LETZTRAIL does not endorse the content of these third-party websites or applications. LETZTRAIL is not responsible for the content of such third-party sites and does not make any representations or warranties as to the content or accuracy of

material on such websites or as to the privacy practices of such third parties. Access to third-party websites is at the User's own risk. If you choose to download and/or use third-party applications, you do so at your own risk.

8. Intellectual property

Users who publish on the Application texts or any other elements protected by intellectual property rights (the "User Content"), guarantee that they have the right to publish them. Users therefore warrant that they have the necessary intellectual property rights to use the texts, photographs and in general all creations they publish on the Application by any means whatsoever. The Users guarantee LETZTRAIL against any third party action which could be brought because of the contents which they published.

Users must immediately inform LETZTRAIL by any written means (letter, e-mail, etc.) of any claim, complaint or action, for whatever reason, concerning their Content. In the event of non-compliance by the User with the warranties set forth above, LETZTRAIL reserves the right to suspend the User's access to the Application, to delete or withdraw access to the concerned Content and to terminate this Agreement, without the User being entitled to claim any compensation whatsoever.

All intellectual property rights relating to the Application, including all its component parts (software, copyright, trademarks, etc.) are the exclusive property of LETZTRAIL, its directors and/or partners, with the exception of those belonging to their respective owners.

The User undertakes not to infringe the aforementioned intellectual property rights, including the rights of third parties to the Application. The User undertakes not to divulge, or make accessible to any unauthorized third party, any document relating to the Application, directly or indirectly, in any form or for any reason whatsoever.

LETZTRAIL grants Users, for their own purposes, a personal and non-exclusive worldwide right to use the Application and the User Platform from the date of the User's registration on the Application. The User may not alter, modify, improve, correct, disassemble or decompile the Application or software included in the Application or its source code.

In particular, the User is prohibited from:

- make copies of the Application or any part thereof, or of any software integrated into the Application;
- distribute copies of the Application or any of its content, including any software integrated into the Application, to third parties,
- use the specifications of the Application to create or permit the creation of a program with the same purpose,
- remove or alter any means of identification of the Application, proprietary notices, labels or marks, which appear on or in the Application,
- fail to comply with the functions of the Platform.

The license hereby granted by LETZTRAIL to the User does not confer any other right, and in no way includes the right to perform acts that are not expressly authorized, in particular the right to translate, adapt, arrange or make other modifications to the Application and/or its components, including as part of its contractual purpose.

The User may not use the meta tags or any other "hidden text" of LETZTRAIL or its partners and their brand names without the prior written consent of LETZTRAIL.

The User has a limited, revocable, non-transferable, non-sublicensable and non-exclusive right to create a hyperlink to the home page of the Application LETZTRAIL so long as the link does not portray LETZTRAIL or its products or services in a false, misleading, derogatory, or otherwise offensive manner.

The Application is not sold to the User who acquires no right, title, or interest (including, without limitation, copyright, or any other right in the nature of copyright or any other intellectual property right whatsoever) in the Application, which remains the exclusive property of LETZTRAIL.

LETZTRAIL may verify, at any time and without notice, the use made of the Application by the User, to ensure compliance with the Terms and Conditions by the User.

9. License

Unless otherwise specified, User grants LETZTRAIL a non-exclusive, irrevocable, sub-licensable, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display User Content, in particular compile and enrich User Content with other data or elements from third parties, worldwide and in all media,. The User grants LETZTRAIL, its affiliates and subcontractors the right to use the names and elements that the User uses in connection with his or her use of the Application.

The User certifies that he or she owns or controls all rights to the Content he or she provides; that the Content is accurate; that the use of the Content the User provides complies with the terms of these terms and conditions and is not likely to cause injury to any person or entity; and that the User will indemnify LETZTRAIL for any claims arising from the Content the User provides.

LETZTRAIL has the right, but not the obligation, to monitor and edit or remove any activity or user-generated content that does not comply with the Terms and Conditions. LETZTRAIL is not responsible for content submitted by the user or any third party.

In the event that rights to User Content cannot be transferred to LETZTRAIL in accordance with these Terms, User agrees to provide LETZTRAIL with a non-exclusive, irrevocable license to User Content free of charge. This license shall be granted to LETZTRAIL for the sole purpose of providing the LETZTRAIL Services and operating the Application.

10. Intellectual Property complaints

We respect the intellectual property (including copyrights, trademarks, patents and designs) of others. If you believe that your intellectual property rights or the intellectual property rights of others have been violated, please contact us at the address indicated on www.letztrail.com.

Upon receipt of such notification, LETZTRAIL may take any appropriate action, including deletion of information or material. The application of such measures shall in no way constitute an admission of liability on the part of LETZTRAIL and shall be without prejudice to any rights, remedies or defences, all of which are expressly reserved. By notifying LETZTRAIL of an infringement or suspected infringement of intellectual property rights, the User grants LETZTRAIL the right to transmit said notification or all or part of its contents to the parties involved in providing the allegedly infringing content. The User undertakes to indemnify LETZTRAIL against any claim made by a third party against LETZTRAIL arising out of or in connection with the transmission of any notification.

The User who communicates false, misleading or inaccurate information relating to intellectual property rights incurs civil and/or criminal liability. We invite the User to contact a legal advisor for any questions relating to this subject.

11. Warranties

The User is the publisher of the Content published on the Application. LETZTRAIL cannot be held responsible for the content published by the User on the Application, which it merely hosts. The User guarantees LETZTRAIL against all direct and indirect, material and immaterial damages that may result from its Content. The User agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless LETZTRAIL, its executives, directors, employees and agents from and against any claim, action or demand, including without limitation reasonable attorneys' and accountants' fees, alleging or resulting from its breach of these Terms and Conditions or its violation of any law or the rights of a third party.

LETZTRAIL undertakes to use its best efforts to ensure the availability and continuity of the Application. However, LETZTRAIL cannot be held responsible for any interruption of the Application due to maintenance of the Application or technical problems beyond its control, congestion of the Internet network or failure of any other remote transmission system that would prevent the Application from operating.

The User is responsible for backing up his/her data and files. LETZTRAIL declines all responsibility in the event of accidental destruction of the User's data during maintenance or updating of the Application.

LETZTRAIL cannot be held responsible for the improper performance of Application LETZTRAIL due to incorrect or out-of-date information entered by the User.

LETZTRAIL cannot be held responsible for service breakdowns or damage caused by intrusion, hacking of the system by a third party or illicit extraction of data. However, LETZTRAIL undertakes to use its best efforts to implement security methods in line with the current state of technical knowledge.

Services LETZTRAIL are provided on an "as is" and "as available" basis.

LETZTRAIL does not warrant that the Application LETZTRAIL will operate error-free or that the Application or its servers are free of computer viruses or other harmful components. LETZTRAIL shall not be liable for any costs incurred as a result of lost profits or lost data, as a result of the use of LETZTRAIL sites or the content contained therein.

To the fullest extent permissible pursuant to applicable law, LETZTRAIL disclaims all warranties, including without limitation, warranties of merchantability, non-infringement of proprietary or third party rights, or fitness for a particular purpose.

LETZTRAIL will use reasonable efforts to protect any information or data you transmit to LETZTRAIL in connection with any LETZTRAIL Service or feature. However, you agree that sending such information or data is done at your own risk, and you hereby release LETZTRAIL from any and all liability for any loss or liability related to such information in any manner whatsoever.

LETZTRAIL shall not be responsible for any data charges you may incur in connection with your use of any service or feature of the Application LETZTRAIL

12. Changes to the general terms and conditions

All Terms and Conditions governing the use of LETZTRAIL Services by the User are subject to change at any time by LETZTRAIL. If any provision of any of these policies or terms and conditions shall be deemed invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

13. Closing a User's account

13.1. Account closure by the User.

Registration to the Application is effective from the User's first connection. Registration is for an unlimited period. The User may close his/her account at any time, without reason, by making a request on the Platform.

When closing his/her account, the User will have the option of deleting all or part of the User Content he/she has generated during the period of use. If the User chooses not to delete all or part of the User Content, the User acknowledges that the perpetual license granted by the User to LETZTRAIL for such User Content at the time of registration shall continue in full effect and that, accordingly, LETZTRAIL may continue to use, reproduce, modify or otherwise act upon the User Content as provided in these Conditions and Terms. The User may at any time request the deletion of all or part of the User Content, even after closure of his/her account, by contacting (info@letztrail.com).

13.2. Account closure by LETZTRAIL.

LETZTRAIL reserves the right to suspend or terminate the User's account and rights to use all or part of a site or application in the event of non-compliance with these Terms and Conditions. The License granted by the User to Letztrail on the User Content will continue to produce its effects under the same conditions as those provided for in article 9 hereof and Letztrail may choose to retain, use, modify, or not, all or part of the User Content. The User may at any time request the deletion of all or part of the User Content, even after closure of his/her account, by contacting (info@letztrail.com).

14. General provisions

14.1. Applicable law. The laws of the Grand Duchy of Luxembourg shall govern these Terms and Conditions and any dispute of any nature whatsoever that may arise between the User and LETZTRAIL. Any dispute relating to the Conditions and/or the use of LETZTRAIL's Services by the User shall be subject to the jurisdiction of the courts of the district of the City of Luxembourg, Luxembourg.

If you are a resident of a country of the European Union or the United Kingdom or Switzerland, Norway, Iceland, the law and the legitimate court are the laws and courts of your usual place of residence.

14.2. If any provision of these Terms and Conditions is held to be invalid, illegal, void or unenforceable by reason of any applicable law, such provision shall be severed and the remaining provisions of these Terms and Conditions shall remain in full force and effect and the rights and obligations of the parties shall be construed and enforced accordingly.

Last update of the Terms and Conditions of Use 19.09.2023