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with the use all or any part of YouRiding; (c) modify or waive any fees charged in connection with all or any part of YouRiding; or (d) offer opportunities to some or all users of all or any part of YouRiding. You agree that neither we nor any of our affiliates, shall be liable to you or to any third party for any modification, suspension or discontinuance of all or any part of YouRiding, in whole or in part, or of any service, content or feature offered through the Services. You understand we may update these Terms from time to time without giving you any notice. Your continued use of all or any part of YouRiding following the posting of changes to these terms will mean you accept those changes. Unless we let you know posting of changes to these Terms or otherwise giving you notice, any new features or updated content or applications that we make available in connection with YouRiding will be subject to these Terms.

BY USING YOURIDING, YOU AGREE TO EACH OF THE TERMS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY TERM OR CONDITION SET FORTH HEREIN, DO NOT USE YOURIDING FOR ANY PURPOSE.

Legal Proceeding

These Terms are governed by, and will be interpreted in accordance with, the laws of France, without regard to any choice of law provisions. You agree that, with the exception of injunctive relief sought by Intellysurf for any violation of Intellysurf's proprietary or other rights, any and all disputes relating to these Terms, your use of YouRiding be resolved by the Tribunal de Commerce. The location of the Tribunal de Commerce shall be Bayonne, Pyrénées Atlantiques, FRANCE.

How You Can Use YouRiding

You may use YouRiding for your personal, non-commercial use. You may make a single, temporary copy of any applications that your device executes content your device displays when you use YouRiding, but only for your personal, non-commercial use, and not for further distribution or transfer to others. You may not-and agree not to-modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer or sell any information, applications, products or other materials obtained from YouRiding, except as set forth in these Terms. Additionally, you may not frame or mirror any part of YouRiding without our express prior written consent; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the YouRiding; create a database by systematically downloading and storing content from YouRiding; Intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law; use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather information, content or other materials from YouRiding or reproduce or circumvent the navigational structure or presentation of YouRiding.

Accounts

In order to access some features of YouRiding, you will have to create an account. You agree not to use another's account without permission. When creating your account, you agree to provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. Although Intellysurf will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Intellysurf or others due to such unauthorized use. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your account or any other information or attributes associated with your account, and you further acknowledge and agree that all rights in and to your account or any other information or attributes associated with your account are and shall forever be owned by and inure to the benefit of Intellysurf.

Intellysurf does not recognize the transfer of any accounts or any other information or attributes associated with any accounts. You may not purchase, sell, gift or trade any account or any other information or attributes associated with any accounts, or offer to purchase, sell, gift or trade any account or any other information or attributes associated with any accounts, and any such attempt shall be null and void. You agree that you have no right or title in or to any content that appears in YouRiding including the virtual goods or currency appearing or originating in YouRiding and any other attributes associated with your account or stored in YouRiding. Intellysurf does not recognize any virtual property transfers executed outside of YouRiding or the purported sale, gift or trade in the "real world" of anything related to YouRiding. Accordingly, you may not sell items for "real" money or otherwise exchange items for value outside of YouRiding.

Content / Submissions to YouRiding

On some parts of our Site or otherwise in connection with your use of YouRiding, you may be allowed to post or link to content or applications or provide comments for others to see (such material is referred to herein as "Content") . If you post, link to or contribute Content, you guarantee, represent and warrant to us that:

- * You have legal rights to post, contribute or link to such Content and it will not violate any law or the rights of any person;
- * While you or the rightful owner of the Content retain all of ownership rights in the Content, you give us (and have the necessary rights to give us) the royalty-free, irrevocable, perpetual, worldwide right to allow other people to view the Content as described in these Terms; and to use, distribute, modify, display, publicly perform, and create derivative works from the Content, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you, consistent with the purposes and function of YouRiding;
- * You are entirely responsible for all Content you upload, post, e-mail, transmit or otherwise make available in any way by or through YouRiding;
- * You have the written consent, release or permission of each and every identifiable individual person in the Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Content in the manner contemplated by YouRiding and these Terms; and

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No License Granted

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Pursuant to the Loi Hadopi n°2009-669 from 12 juin 2009, copyright owners or their authorized agents may submit a complaint of alleged copyright infringement to Intellysurf if they have a good-faith belief that their protected works are being infringed. Intellysurf will respond to all such notifications that are sent to:

Intellysurf
Attn: Loi Hadopi
100 Avenue de l'Adour
64600 Anglet, FRANCE

To be effective, the notification must be a written communication that includes:

- * A physical or electronic signature of a person authorized to act on behalf of the owner of a right that is allegedly infringed;
- * Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at such site;
- * Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the provider to locate the material;
- * Information reasonably sufficient to permit the provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- * A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- * A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of such notification, Intellysurf shall promptly investigate the matter, and, if appropriate, remove or disable access to the allegedly infringing material. After Intellysurf removes or disables access to such material, if such material was posted by a user of YouRiding, Intellysurf will notify the party that posted the material of its action. Such party may then provide Intellysurf's designated agent proper "counter-notification" stating his, her or its authority to post the allegedly infringing material, which Intellysurf will forward to the alleged copyright owner. Intellysurf will inform the alleged copyright owner that Intellysurf will repost the removed material or cease disabling access to it in ten to fourteen business days unless the alleged copyright owner sends a second notification to Intellysurf's designated agent stating that it has filed suit against the alleged infringer.

An effective counter-notification must be sent to Intellysurf's designated agent, whose name and address are listed above. The notice must include the following information:

- * The counter-notifying party's physical or electronic signature;
- * Identification of the material that has been removed or disabled and the location where the material was before its removal or disablement;
- * A statement, under penalty of perjury, that the party has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and

* The counter-notifying party's name, address, phone number, and a statement that the party consents to the jurisdiction of the federal court in its district, or if the subscriber is foreign, it consents to any jurisdiction where Intellysurf is subject to jurisdiction, and that the subscriber will accept service of process from the person who provided Intellysurf with notification or an agent of such a person.

Trademarks

Intellysurf and YouRiding are trademarks of Intellysurf SARL. Other trademarks are the property of their respective owners.

Contests and Sweepstakes

From time to time, YouRiding might host or facilitate contests. In such cases, the contest rules shall be prominently displayed, and you agree to read such rules, comply with them and only participate in any such contests under and pursuant to the terms thereof.

Protecting Children

The safety of children is very important to us. Intellysurf intends for the Site to be a general audience site that complies with the guidelines from the Ministère du Travail, des Relations sociales, de la Famille, de la Solidarité et de la Ville on children online protection. When a child under age 13 attempts to register with YouRiding, we ask that they have a parent or guardian establish an account. This is to ensure that the parent or guardian consents to the collection and use of personally identifying information from that child. If a parent wishes to refuse to permit further collection or use of their child's information by Intellysurf, that parent can send an e-mail to us at contact@youriding.com to request deletion of their child's account.

Some parts of YouRiding may contain mature or adult content intended for people who are at least 18 years old. If you view this adult content, we understand that you are telling us that you are at least 18 years old and that the material you are viewing is acceptable to you. Parental control protections (such as computer hardware, software or filtering YouRiding) are commercially available that may assist parents in limiting access to content that may be harmful to minors.

Third Party Sites

YouRiding may contain links to other sites, applications or content, which links may appear to embed the sites, applications or content hosted or provided by third parties into the interface of YouRiding. Your use of such other sites, applications or content is subject to the terms of use, if any, governing the use of such sites, applications or content. Intellysurf is not able to control these third party sites, applications or content, and assumes no responsibility for their subject matter, privacy policies, or practices. If there is any conflict between the Terms set forth below and any terms or notices set forth with respect to any sites, applications or content provided by any third parties, then the terms of such third party sites, applications or content will control your use of such sites, applications or content. Please review the terms of use for each third party provider of sites, applications or content so that you understand all of the terms that will apply. By using YouRiding, you expressly relieve Intellysurf from any and all liability arising from your use of any third-party sites, applications or content.

Privacy Policy

Any information that we may collect from you during your use of YouRiding is subject to our Privacy Policy. We encourage you to read and understand our Privacy Policy which can be accessed at the bottom of all the webpages of YouRiding.

Conduct of Registered Users and Visitors

We believe that all users and visitors benefit from basic rules regarding conduct while using YouRiding. Widespread use and enjoyment of YouRiding is jeopardized when a few individuals act irresponsibly. To help everyone have a positive experience, we ask, and you agree, to follow the following basic rules of conduct when using YouRiding:

- 1.You will follow these Terms and all applicable laws;
- 2.You will never give your password to anyone (no Intellysurf employee will ever ask for it) and you will not provide your billing or credit information;
- 3.You will not harass, threaten or abuse other people when using YouRiding in any manner;
- 4.You will not make excessive contests or invitations to other users;
- 5.You will not interfere with others' use of YouRiding or act in a way that negatively affects other users' enjoyment of YouRiding;
- 6.You will not cheat and you will not use "exploits" or "dummy accounts" in any way;
- 7.You will not participate in any action that, in the sole and absolute opinion of Intellysurf, results or may result in any authorized user of the YouRiding being scammed or defrauded out of any items that such user has purchased or earned in connection with such user's use of YouRiding;
- 8.You will not upload, post, e-mail or otherwise make available any Content that is obscene or may be hateful or offensive on racial, ethnic, sexual or any other grounds; is harmful, vulgar or distasteful; or is defamatory, libelous, or invades another person's privacy or proprietary rights, including any patent, trademark, trade secret, or copyrights of any party;
- 9.You will not use or exploit any errors in design, features which have not been documented, or "bugs" to gain access or items in any way that is not generally known and intentionally made available by Intellysurf, and you will promptly report to Intellysurf your discovery of any such errors, features or bugs.
- 10.You will not attempt to harvest any screen names or e-mail addresses for any commercial use;
- 11.You will not collect or store personal information about any other individual on YouRiding, or otherwise stalk, repeatedly contact or harass another user;
- 12.You will not impersonate any other person or misrepresent a relationship with any person or entity, including misrepresenting a relationship with Intellysurf; similarly, you will not adopt a false identity if the purpose of doing so is to deceive or defraud another;
- 13.You will not use YouRiding to harm minors in any way, or encourage interactions with minors of a sexual nature;
- 14.You will not manipulate YouRiding so as to hide your identity or participation in YouRiding (by using another person's identity, changing headers, or otherwise modifying any other possible identifier);
- 15.You will not post any Content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer programs or code designed to interrupt YouRiding, users' ability to enjoy YouRiding, or the proper functioning of any software, hardware or equipment or materials used in connection with YouRiding; and
- 16.You will not send any bulk unsolicited advertising, promotional information, e-mail or other solicitation (including without limitation junk mail, "spam," chain letters or pyramid schemes of any sort) to any person through the use of YouRiding.

17. You will not use any automated programs or "scripts" to advance your character or characters, acquire goods, or otherwise accrue benefits in an automated fashion.

18. You will adhere to and abide by any policies or rules posted in the News and Updates section of the Forums.

If you violate any of the guidelines set forth above, or any other aspect of these Terms, we reserve the right to suspend or terminate your rights to use YouRiding without giving you any notice. In the event that your rights to use YouRiding are terminated, you will immediately lose access to any information that may be on the system. YOU UNDERSTAND THAT Intellysurf IS NOT RESPONSIBLE FOR YOUR INABILITY TO ACCESS ANY INFORMATION ON YOURIDING FOR ANY REASON, WHETHER IT BE BECAUSE OF TERMINATION OF YOUR ACCOUNT; SOFTWARE, HARDWARE, OR INTERNET PROBLEMS OR ERRORS; OR ANY OTHER REASON.

Indemnity

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We can also change these Terms at any time, and your continued use of YouRiding after any change we make will mean that you agreed with the changes. Notice to you may be made by displaying notices or links to notices to you generally on the Site. IN THE EVENT THAT YOU DO NOT AGREE TO ANY CHANGE, PLEASE DO NOT ACCESS OR USE YOURIDING IN ANY MANNER FOR ANY PURPOSE.

Entire Agreement

These Terms are the entire agreement between you and Intellysurf. They supersede any and all prior or contemporaneous agreements between you and Intellysurf relating to your use of YouRiding. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect.

You can direct any questions concerning these Terms to support@youriding.com.

Contact Information

Intellysurf SARL, a "société à responsabilité limitée" (limited company) with capital of 284 000€. The company headquarters are situated at 100 Avenue de l'Adour, 64600 Anglet, France, registered to the Register of Businesses and Companies ("registre du commerce et des sociétés": RCS) at Bayonne under the n° 495 383 127 00034 and with tax id ("TVA intracommunautaire") FR74495383127.

For any problem, contact Michael Jégat / +33 (0) 559437882

Hosting managed by:
Corexpert
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