

TERMS OF USE

SHELBURN APP – LE SENTIER DE LA LIBERTE

Preamble

Leff Armor Communauté, (EPCI), edits and offers a means to experience the saga of the Shelburn Network heroes by way of a software solution developed to operate on connected mobile terminals (smartphones and tablets).

This software solution allows for users to be guided and be given information along the itinerary followed by the Shelburn Network participants through the mobile app named '*Shelburn, le Sentier de la Liberté*' (the path to freedom), from here on referred to as 'The App'.

Art. 1 Scope and applicability

The purpose of the present Terms of Use is to define the terms and conditions under which the User may access the various features of the App. The use of the App and the ticking of the box 'I agree to these terms' implies full acceptance of them, and that they apply for all future use of the App. The User acknowledges having read them in full and guarantees he or she has full authority to accept the present terms of use, either in his or her own name, or on behalf of the body corporate he or she represents.

Art. 2 Accessing and installing the App '*Shelburn, le Sentier de la Liberté*'

Access to the App requires a compatible mobile terminal (smartphone or tablet), running under Android® or IOS, and a connection to the Internet. The App can be downloaded for free from the Apple App Store or from Google Play Store. Once installed, the User will be able to run the App in accordance with the present terms of use. The software version of the App may be updated at intervals in order to offer new features and additional services, to modify or cancel some services, this without previous notice. Unavailability of the App at such times will not entitle the User to any form of compensation.

Art. 3 Features of the app ‘Shelburn, the Path to Freedom’

The App is a piece of software allowing the User

To be guided by GPS along the path followed by the members of the Shelburn Network from the chapel of Saint Samson to the lookout of the Bonaparte beach;

To receive notices along the way allowing him or her to check multimedia content on the mobile device retracing the history of the Shelburn Network;

To participate in a quiz allowing the User to evaluate his or her knowledge level at the end of the tour.

Art. 4 Intellectual property

The App, ‘*Shelburn, le Chemin de la Liberté*’, and all of its contents (graphics, pictorial matter, artwork, videos, texts, data, architecture, expertise, source codes in particular) are protected under copyright law and remain exclusive property (or licenced to the benefit) of *Leff Armor Communauté* or any designated third party.

In consequence, the User may not, under any circumstances, copy, represent, distribute, grant part of or all the elements constituting the App without prior and formal permission of copyright owners, or infringe the licensing rights of above-mentioned elements. The violation of such rights may constitute a forgery as defined and punishable by French Copyright Law, and/or an offence likely to engage the offender’s civil liability.

The User is granted a personal right to use the App, which is non-exclusive, revocable, non-transferable, valid worldwide and free of charge for his or her own needs within the framework of the App and to the exclusion of any other pursuit. The User has no intellectual property rights whatsoever on the App, the name ‘*Shelburn, le Chemin de la Liberté*’, or its contents.

Art. 5 Confidentiality and personal data

Within the framework of the App, ‘*Shelburn, le Chemin de la Liberté*’, geolocation will only be used temporarily and for a limited period of time. The sole purpose of collected data is to guide the User of the App and to notify him or her on the various points of interest listed along the tour route. This data will neither be kept, nor transmitted to any third-party.

Art. 6 Liability / warrantee

The owner of the App, i.e. *Leff Armor Communauté*, declines all responsibility if the User has not followed the App's guidelines as to the tour route or strayed from the course. The same applies in the event of natural phenomena preventing the User to follow the App's proposed tour route.

The App contains third-party data (videos). *Leff Armor Communauté* cannot be held responsible for the reliability, accuracy or quality of such third-party contents.

We will do our very best to secure a 24/7 access to the App as long as it is available for download on mobile apps platforms. Exceptionally, the App may become punctually unavailable during the necessary maintenance so that it functions properly or in case of some unforeseen event outside our control. *Leff Armor Communauté* is free to choose the appropriate ways and means to make the various features of the App available to users.

Leff Armor Communauté can in no way be held responsible if the App becomes unavailable, if there are no updates, if sudden bugs appear, in case of display or download problems or of excessive slowness of the App. *Leff Armor Communauté* can in no way be held responsible for outside intrusions, the presence of viruses or malware in the user's operating system, for possible consequences of a partial or total degradation of the App due to misuse or piracy, for the loss of results back-ups or their absence. *Leff Armor Communauté* can in no way be held responsible for the interruption or breakdown of our service providers communication networks.

The User commits him/herself to download the App for personal and non-commercial use only; he or she must not, in any way, sell, rent, sublicense or distribute the App or its content to third parties; he or she must not set up means of pirating the App and/or its content, whether in total or in part, or means liable to violate the present terms of use. The User also pledges to inform us if and when he or she has knowledge of an act of piracy, in particular of any illicit or non-contractual use of the App and/or its content, whatever the distribution mechanism may be. He or she pledges not to undertake any adaptation, modification, translation, transcription, arrangement, decompiling, assembly, disassembly, code conversion, as well as to abstain from applying reverse engineering on all or part of the App, its features and/or content.

Art. 7 Transferability

Leff Armor Communauté may freely give away or transfer the App and/or all of part of the rights and obligations pertaining to its use, this to any third party of its choice without having to request the User's consent.

Art. 8 Language / Applicable law /Competent Court

French is the official language for these terms of use. In the event of a translation, only the French version of them will be authoritative. These terms of use are ruled by and obey French legislation. Should a dispute arise between parties concerning the conclusion, the execution, the interpretation or an eventual breach of these terms of use, and failing an amicable settlement within thirty days of its notification, the dispute will be submitted to the administrative tribunal of Saint Briec (France); this applies equally to summary procedure, class action or third party complaints.

For all claims or queries please contact

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