

CONDITIONS OF ACCESS AND USE

OVERVIEW

The application available via Apple Store and Google Play Store (hereinafter referred to as the "Application") is published to provide information for visitors’ personal use. Access and use of the Application are governed by to the present "conditions of access and use" (hereafter referred to as “CAU”) set out below.

In accessing the Application, visitors are deemed to accept the CAU wholly and unreservedly.

YLMSportScience reserves the right to edit, change and update, with no prior notice, the CAU any other Application content, and any service mentioned on the Application.

Users are considered to accept any such changes, and are assumed to have viewed and accepted the CAU each time they access the Application.

ARTICLE 1: APPLICATION SUBSCRIPTION

The Application content is accessible under the condition that the User subscribes to a subscription.

Payment will be charged to iTunes Account of the User at confirmation of purchase.

Users will be able to choose from the following options:

	Quarterly	Year
Period in months	3	12
Price	7,49 €	24,99 €

- The first three days (72 hours) of the first subscription to the app are free.
- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period
 - Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal
- Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase
- Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable

ARTICLE 2: INTELLECTUAL PROPERTY RIGHTS

2.1. Copyrights

The Service provider of YLMSportScience, the Joint Stock Company Smartfeel (hereinafter referred to as the "Service provider"), is the author of the Application in the sense of articles L.111-1 and subsequent in French intellectual property law. The Application was designed and developed by the same company Smartfeel.

All photographs, texts, drawings, images, animated sequences, infographics (with or without sound) and all the other content on the Application, are the property of YLMSportScience or third parties having granted YLMSportScience authorization to use them.

Visitors are authorized to copy Application content solely for strictly personal use. This specifically excludes all advertising and/or commercial and/or information purpose. Any copies must comply with article L. 122-5 of French Intellectual Property law.

Except for such strictly personal use, no Application content may be reproduced, represented, used and transformed by any process whatever, on any medium whatever, without prior authorization by YLMSportScience and/or its Service Provider. Any such practice is strictly forbidden by law and punishable by up to three years' imprisonment and a fine of up to €300.000 in accordance with Article L. 335-2 of French Intellectual Property law.

2.2. Registered Trademark

The Application includes registered trademarks, often identified as such by an initial capital. Such trademarks are used by YLMSportScience either with authorization from their or as simple indication of the services offered by YLMSportScience.

Any reproduction, imitation or use of these trademarks without prior authorization from YLMSportScience or the trademark holder is strictly forbidden by law and punishable by up to four years' imprisonment and a fine of up to €400,000 in accordance with article L. 716-9 of the French Intellectual Property law.

Except as otherwise allowed under CAU, user may not copy, modify or reproduce, any of information or other material on the Application, or intervene on the Application, or in any way infringe upon the intellectual property rights of YLMSportScience or of third parties having authorized YLMSportScience to use theirs. Except as otherwise allowed under CAU, no use may be made of any material protected by intellectual property rights belonging to YLMSportScience, its Service Provider or to third parties having authorized YLMSportScience to use theirs.

ARTICLE 3: PERSONAL DATA

The Application collects Users' personal data (name, email, etc.) by means for registration forms for replying to requests for information and sending out electronic newsletters.

This personal data is used by YLMSportScience for purposes of information. It is confidential and in YLMSportScience's keeping, they may be communicated to Smartfeel for the purpose of information regarding a potential technical issue and may not be transferred outside the European Union. YLMSportScience undertakes not to carry out any commercial exploitation, even partial, of the data collected without informing the Users in advance.

Personal data input by Users is confidential and in YLMSportScience's keeping. Under articles 38, 39 and 40 of French data protection law n°78-17 of 6 January 1978, amended by n°2004-801 of 6 August 2004), Users are entitled to access and correct any data concerning them, and to refuse that such data be processed. This entitlement can be exercised by contacting YLMSportScience in either of two ways:

- Electronically, using the contact form.

- By post, to the following address:

YLMSportScience

Résidence Le Président - Entrée A3 - 97 boulevard Carnot
06300 Nice
France

Users can stop receiving services offered through the Application (such as newsletter) by applying the procedure specified with each message. Subscriptions can be cancelled by applying the subscription cancellation procedure.

ARTICLE 4: SECURITY

In using the Application, Users undertake not to perform any operation liable to cause any kind of fault or failure affecting operation of the Application or of any server or service accessible via the Application; Any data, documents, files or other material uploaded to the area provided for this purpose on the Application must be reliable, safe and not liable to interfere with normal operation of the Application or any server or service accessible via the Application.

In using the Application, or any server or service accessible via the Application, Users undertake to comply with all applicable national and international laws and regulations. They undertake not to infringe upon any third party's rights, and not to jeopardize YLMSportScience's image in any way. They explicitly absolve YLMSportScience of any third-party liability in connection with any information posted in the area provided for this purpose on the Application, including liability for slander, infringement of intellectual property rights, publication of offensive material, infringement of privacy, on any infringement of applicable national or international law. Users undertake to pay all costs borne by YLMSportScience as a result of any such action, including all reasonable fees and expenses in connection with legal fees.

ARTICLE 5: RESPONSABILITY

Users wishing to do so accept the CAU of their own free will, and in doing so take on all the ensuing obligations. All visitors using the Application therefore do so under their own responsibility, and undertake to comply with the requirements of the CAU, with all rules governing activities on the Application, and with all laws and regulations applicable to users' activities on the Application, via the Application, or in connection with the Application.

All Users input (content or any other material provided to YLMSportScience, uploaded to the Application or made accessible via the Application) must comply with the following requirements:

- it must be free of viruses, spyware, and any other type of program liable to damage the Application, slow it down or interfere with correct operation,
- It must not be false, untruthful or deceitful,
- It must not have been obtained dishonestly or by infringing upon any rights of any third party,
- It must not infringe upon any applicable law,

- It must not contain anything likely to be construed as harassing, offensive, defamatory, violent, distasteful, obscene, hateful, racially or ethnically insulting or contrary to public order, decency or child protection norms.
- It must not jeopardize the internal or external brand image of YLMSportScience.

Information and services accessible via the Application are supplied with no guarantee against error or omission. YLMSportScience extends no explicit or implicit undertaking, and accepts no liability, with regards to the use of the Application or of any information or services accessed via or in connection with the Application.

Users accept sole responsibility for their use of the Application, and of information and services accessible via the Application, and understand that YLMSportScience acknowledges that he/she is solely responsible for the use of the Application, the information and services accessible via the Application and acknowledges that YLMSportScience cannot be held liable for any direct or indirect damage, material or immaterial, for any data or program loss, or for any financial damage arising from access to or use of the Application or any linked Application, or from interruption, suspension, modification or discontinuation of the Application or any part of it. The User specifically accepts that Application content is provided with no guarantee of any kind.

YLMSportScience may take any measures it sees fit with regard both to Application access and use by Users, and to material input by Users. Specifically, YLMSportScience may interrupt, restrict, suspend, or forbid access to all or part of the Application, without warning or indemnity, if a User engages in conduct that infringes the CAU or any applicable law or regulation. This entitlement shall remain applicable even after termination or expiry of the CAU.

ARTICLE 6: SUSPENSION OR INTERRUPTION OF ACCESS

YLMSportScience may, at any time, limit or suspend, temporarily or not, your access to the Application under the following circumstances:

- If a User fails to comply with the CAU (in which case YLMSportScience also reserves the right to take any other appropriate action)
- In the event of technical problems with the Application publication and operation infrastructure.

Users whose access is permanently discontinued undertake to immediately delete any copies they might have of the Application or any its content.

ARTICLE 7: APPLICABLE LAW

Unless otherwise stipulated under the legislation of the User's country, the CAU, the Application content and all the rights and obligations of the parties arising from or in connection with use of the Application are governed by French law, and shall be interpreted and applied accordingly.

In the event of a dispute arising in connection with the CAU or with access to or use of the Application, the parties shall endeavour to reach an amicable settlement before recurring to legal proceedings, it being understood that any such proceedings shall fall under the sole jurisdiction of the Cour d'Appel d'Aix-en-Provence, whose courts the parties specifically acknowledge hold the sole legal capacity for judgement, regardless of any eventuality of multiple defendants or of claims for redress by third parties.

ARTICLE 8: LANGUAGE

French is the original language of the CAU Any dispute arising from differences of interpretation in a translated version shall be settled by reference to the original, authoritative, French text.

ARTICLE 9: UPDATE OF CAU

YLMSportScience reserves the right to change and update Application access and the Application CAU at any time, in which case it will endeavour to inform Users, accordingly, on the Application. Users shall abide by such changes and updates, and are therefore invited to refer to this section regularly in order to verify the currently applicable conditions governing use of the Application.