

TERMS OF SERVICE

www.betrail.run

The website [betrail.run](http://www.betrail.run) is operated and managed by Betrail SRL represented by Geoffrey Ewbank. These terms of service governs the access to and use of Betrail's website, products and services. By accessing or using our products or services the user agrees to be bound by these terms.

1. Access and use of the service

Betrail.run provides its services mainly through its website located at <https://www.betrail.run>

Betrail.run is designed to collect results of trail-running competitions and similar events, and for trail-runners to share their passion by lots of different ways.

Access to the Betrail website (hereinafter « Betrail ») is only permitted subject to acceptance of these general terms and conditions which Betrail shall, however, be free to modify at any time. Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, a notification may be sent to the user by e-mail.

Additional rules and lines of conduct shall be deemed to form an integral part of these general terms and conditions. The user is therefore advised regularly to refer to the latest version of these terms and conditions, which are available at all times on <http://www.betrail.run/terms-of-service>.

2. Your registration obligation

If the user chooses to create an account on our website, he agrees to provide and maintain true, accurate, current and complete information about himself. If he selects a username or similar identifier for his account or Page, we reserve the right to remove or reclaim it if we believe it is inappropriate. Registration data and certain other information about the user are governed by our Privacy Policy. People under 13 years old are not authorized to use [betrail.run](http://www.betrail.run), with or without registering. In addition, people less than 18 years old can use the Service, with or without registering, only with the approval of their parent or guardian.

The user is responsible for maintaining the confidentiality of his password and account. He is therefore fully responsible for any and all activities that occur under his password or account. He agrees to immediately notify to us of any unauthorized use of his password or account or any other breach of security, and ensure that he logs out from his account at the end of each session when accessing the Service. Betrail will not be liable for any loss or damage arising from the failure to comply with this obligations.

The user will not create more than one personal account. If we disable his account, the user will not create another one without our permission.

3. Website content

Betrail tends to accomplish his goals and the desired result on best effort basis (“obligation of means”).

The elements, services and functions placed directly by Betrail at the user's disposal comply substantially with the generally accepted standards if they are used in accordance with the instructions provided.

The user accepts that the functionalities offered on betrail.run are subject to change, which means that some functionalities may be removed and others added, without the user being able to regard access to a particular functionality or group of functionalities as an acquired right.

4. Recognition of events as trail running races

The recognition of a timed running event with a ranking as a “trail running race” is the sole responsibility of Betrail. Generally, Betrail recognizes a running event as a trail race on the following conditions:

- The race is completed by participants in relative autonomy. For example, a running event with aid stations every 3 kilometers is not a trail-running race.
- The course should be designed by the organizers to visit beautiful spots of the region where the race is organized.
- Natural obstacles (slopes, rivers) are not systematically avoided, on the contrary.
- The proportion of the distance covered on roads and paved surfaces is minimized, and single- tracks are preferred.

5. Accuracy of information

Betrail uses publicly available information and information provided to Betrail by registered betrail.run users. In general, betrail.run aims at publishing the official results of the race, as provided by the race organizer. However, Betrail reserves the right to publish different results, in case it is justified to better conform to reality.

Betrail users will only provide accurate information about themselves and others to betrail.run.

Betrail cannot be held responsible of the accuracy of the information published on betrail.run. Betrail only guarantees to consider within a reasonable time complaints filed by betrail users through betrail.run. Betrail will answer positively and make the correction, or negatively.

6. Betrail performance measure and Betrail algorithm

Betrail uses a mathematical algorithm to measure the performance of a race result, as expressed by the betrail score. This algorithm is described in general terms in the FAQ section of betrail.run, but its precise description is kept secret. Betrail reserves the right to modify this algorithm at any time, without notifying betrail.run users.

7. Personal Page and race results

Betrail tries to automatically attribute results of a new race to runners already in its database. In case a mistake is made by Betrail during this automated process, a registered betrail.run user can claim a result for himself, or remove a result from her/his personal page.

At registration, a new betrail user will be asked to claim the results already in the database for himself.

It is strictly prohibited to claim results not performed by oneself, and generally to claim the result of another runner for oneself.

8. User content

The user acknowledges that Betrail prohibits content which is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable.

The user is solely responsible for all video, images, information, data, text, software, music, sound, maps, photographs, graphics, messages or other materials ("content") that he uploads, posts, publishes or displays (hereinafter, "transmits") or email or otherwise uses via betrail.run. Betrail has the right to investigate and take appropriate legal action against anyone who, in his sole discretion, violates this provision, including without limitation, removing the offending content from the website, suspending or terminating the account of such violators and reporting the user to the law enforcement authorities. The user agrees not to use the website to:

- email or otherwise transmit any content that infringes any intellectual property or other proprietary rights of any party (see further)
- email or otherwise transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. It is prohibited to create a privacy or security risk to any person
- interfere with or disrupt the system or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable law or any regulations having the force of law;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users further
- promote any criminal and illegal activity.

Betrail shall decide, at his sole discretion, on the expediency of inclusion or removal of a particular content presented on the website.

9. User's rights

The user who shares any content on our website retains all rights in but grants Betrail only the right to use, copy, cache, publishes, display, distribute, modify, create derivative works and store such content.

Betrail will ask the consent of the user for any commercial use.

Similarities and copying of any content without any permission is strictly prohibited for other users (see further). If the user will use any of the content, he must ask the owner to give him the proper right to do. Betrail is not responsible in case of such violations from other users.

10. Trail races, and signing-up to trail races

It is possible to sign up to trail races directly on betrail.run, but only if the organizer has contracted with Betrail to provide this service.

The user who signs up to a trail race through betrail.run implicitly and automatically accepts the terms of services of the race itself, as described by the trail race organizer on his website.

When signing up to a trail race through betrail.run, Betrail will only be responsible to the correct payment execution, and the correct inclusion of the betrail member to the participants list.

Betrail cannot be held responsible if a trail race is cancelled or do not correspond to the description as given by the trail organizer prior to the race. No refunding through Betrail will be possible. Only the organizer of the trail race is responsible for handling complaints related to the event itself.

11. Commercial use and advertising

Betrail.run is designed for a personal use.

Unless otherwise expressly authorized, the user agrees not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any content from betrail.run.

The user warrants that he will not constitute any unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation

Advertising or offering to sell or buy any goods or services for any business purpose without the consent of Betrail is prohibited.

Betrail reserves the right to decide to promote events, activities, brand,... For instance, by sending you mailings, newsletters or notifications of a new result on your personal page (these options can be managed in your "account settings").

12. Security

Betrail works to protect the security of the users' content and account but cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

13. Third-party links, sites and services

Our website and services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If the user accesses any third party website, service, or content from Betrail, he does so at his own risk and he agrees that Betrail will have no liability arising from your use of or access to any third-party website, service, or content.

14. Intellectual rights

The user acknowledges and agrees that our website and services (information, algorithms, logos, drawings, brand names, models, slogans, graphic, charts, data, rankings,...) may contain content that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. He warrants to respect these rights.

Except where expressly authorized to this end by Betrail and/or the third party concerned, the user shall not be allowed to modify, reproduce, rent out, borrow, sell, distribute or create derived works based entirely or partially on the elements contained on the website. He is therefore not allowed (and may not authorize other people) to copy, modify or create a derived work, reverse the design or computing methods or assembly or attempt in any other way to find the source code, sell, grant, sublicense or transfer in any way whatsoever, any right relating to the website and/or its content.

Betrail is not responsible in case of such violations from users.

15. Termination

If the user violates these terms, or otherwise create risk or possible legal exposure for Betrail, we can terminate or suspend him providing all or part of our website with our without cause or notice to him.

The user may also delete his account or disable his application at any time.

These provisions will still apply.

16. Disclaimer

Betrail reserves the right, at any time and on any grounds whatsoever, to alter or temporarily or permanently discontinue all or part of the access to the website, without having any prior notice obligation towards the user. This will be the case, for example, in the event of website maintenance

or a major change in the services and/or the offered functionalities. Betrail shall not be liable for any direct or indirect loss or damage associated with an alteration or suspension of or interruption in access to the website, for any reason whatsoever.

The whole content is provided without warranty of any kind, whether express or implied. Betrail takes no responsibility and assumes no liability for any user content or third party posts or transmits using our services. The user acknowledges and agrees that he may be exposed to user content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

17. Limitation of liability and ceiling compensation

Betrail shall under no circumstances be liable for any direct and/or indirect loss or damage sustained by the user in the context of use of the website and/or the content thereof placed at his/her disposal. Betrail shall only be liable for fraudulent misrepresentation or gross negligence directly and undoubtedly attributable to it.

The ceiling compensation will be limited to 200 euros. In no event, shall Betrail aggregate liability exceed this amount of 200 euros.

The user shall also hold Betrail harmless in the event of any claim, in one or other of the following cases:

- Loss of opportunities or of business income linked to the functioning or non-functioning or use or non-use of the website, or of the content that is on it or should be on it;
- Illegal or unauthorized intrusion of any third party in the Betrail webserver or website;
- Temporary congestion of the bandwidth;
- Break in the internet connection service for reasons beyond the control of Betrail.

18. Dispute

For any dispute, the user agrees to first contact us and attempt to resolve the dispute with us informally.

19. Law and jurisdiction

Should any dispute occur, Belgian law shall be applicable and the courts of Nivelles shall have sole and exclusive jurisdiction.

20. No Waiver

No waiver of any term of these provisions shall be deemed a further or continuing waiver of such term or any other term.