

Terms of Use

Sensetrails

The following Terms of Use are a legal agreement between you and Sensetrails LLC, a company based in Champvent, Switzerland (collectively, "the Company", "we", "us" or "our"). These Terms of Use govern your use of the website <http://sensetrails.com> (hereinafter: the "Site") and the app "Sensetrails" (hereinafter: the "App") and the services we offer (hereinafter: the "Services").

Through the Site and the App, you have access to a variety of resources and content. These include software, databases, data including horse trails all around Switzerland and other countries (for example Zurich, Chigaco or Buenos Aires), topographic and satellite maps, text (for example the Charter of proper equestrian Conduct), layouts and information such as horse trails information (for example the composition of the ground or elevation data) ("Materials"). Software, Materials, Services, and other information, content and services, including, product description and community services, such as, but not limited to comments, faq, forums or chat are collectively referred to as "Content."

By accessing or using the Site and/or the App, the Services or the Content provided on or through the Site or the App, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site, the App and the Content provided on or through the Site or the App ("Terms of Use") and our Privacy Policy. By clicking the "Register" button when registering an account or using the Site, the App and/or the Services, you acknowledge that you have read and understood Terms of Use and agree to be bound by them and to comply with all applicable laws and regulations. If you do not agree with these terms and conditions, you should not use the Site, the App and/or benefit from the Services.

The Company may revise the Terms of Use and Privacy Policy at any time. The revised Terms of Use and Privacy Policy will be effective upon notification to you. You can review the most current Terms of Use and Privacy Policy at <http://www.sensetrails.com/HorseTrails/privacy>. Registered users will be informed of the changes to the Terms of Use by e-mail or notification. However, you remain responsible to regularly check these Terms of Use in order to be informed of any changes. Your continued use of the Site or the App after any such changes or after having explicitly accepted the new Terms of Use upon logging into the Site and/or the App and/or using the Services shall constitute your consent to such changes.

1. Terms Applicable to Specific Content and Areas of the App

Some areas of the Site, the App and some Services or Content provided or available on or through the Site or the App, including the horse trail planning application, may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the Site, App or of the Services or Content. If there is a conflict or inconsistency between the Terms of Use and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site, App or for specific Content, the latter shall have precedence with respect to your access and use of that area of the Site, the App or of the Services and Content.

2. Use of software

Software provided or available on or through the Site or the App are protected by intellectual property rights and are the sole property of the Company. Your use of software provided or available on or through the Site or the App may be used subject to the following: (a) the software may be used solely for your personal, informational, noncommercial purposes; (b) the software may not be modified or altered in any way except for software made available under open source licenses which may only be modified in strict accordance with the terms of such licenses; and (c) the software may not be redistributed in any way except for software made available under open source licenses which may only be redistributed in strict accordance with the terms of such licenses.

3. Use of Materials

Materials provided or available on or through the Site or the App are protected by intellectual property rights, including copyrights, and are the sole property of the Company. You may download, store, display on your computer, smartphone or electronic device, view, display and print Materials the Company makes available on or through the Site or the App subject to the following: (a) the Materials may be used solely for your personal, informational, noncommercial purposes; (b) the Materials may not be modified or altered in any way except for Material made available under open or creative commons licenses which may only be modified in strict accordance with the terms of such licenses; and (c) the Materials may not be redistributed in any way except for Content which is made available under open or creative commons licenses which may only be redistributed in strict accordance with the terms of such licenses.

4. Reservation of Rights

The Site, App, software, the Services and Content provided on or accessible through the Site or the App are the intellectual property and copyrighted works of the Company or, as the case may be, the third party provider. The Company reserves all rights, title and interest with regard to the Site, the App, the software, the Services and the Content provided on or accessible through the Site or the App, except for comments posted on the foras available on or through the Site or the App. The Site, the App, the software, the Services and the Content are provided on an "As Is" and "As Available" basis, and the Company reserves the right to terminate the permissions granted to you in Sections 2 and 3 above and your use of the Site, App, software or Content at any time.

5. Security, Passwords and Means of Accessing the Site and Content

You agree not to access or use the Site and the App, the Service and the software in any manner that could damage, disable, overburden, or impair any Content, accounts, computer systems, database, software or networks. You agree not to attempt to gain unauthorized access to any parts of the Site, the App, the Services or any Content, accounts, computer systems, software or networks. You agree not to interfere or attempt to interfere with the proper operation of the Site, the App, the Services or any Content, accounts, computer systems, software or networks. You agree not to use any robot, spider, scraper or other automated

means to access the Site, the App, the Services or any Content, accounts, computer systems, software or networks and/or to extract, automatically or manually, Content without the Company's express written permission.

Access to and use of password protected or secure areas of the Site and/ or the App is restricted to authorized users only. You agree not to share your password(s), account information, or access to the Site and/or the App. You are solely responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the Site and/or the App. You agree to notify the Company immediately of any unauthorized use of your password(s) or account(s). We will not be liable for any loss or damage from your failure to maintain the security of your account and password.

You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Site, App and/or Services.

6. No Unlawful or Prohibited Use

You agree not to use the Site, the App, the Services or the Content provided on or through the Site or the App for any purpose which is unlawful or prohibited by these Terms of Use, any applicable laws and regulations or the rules, guidelines or terms and conditions posted on a specific area of the Site and/or the App.

7. Indemnification

You agree to indemnify and hold harmless the Company, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of your violation of the Terms of Use, the Privacy Policy, or any applicable law or regulation or any additional rules, guidelines or terms of use posted on a specific area of the Site and/or the App, or your violation or infringement of any Company intellectual property rights and/or third party rights.

8. Monitoring

The Company has no obligation to monitor the Site, the App or screen Content that is made available on or through the Site or the App, including in the foras. However, the Company reserves the right to review the Site, the App and the Content and to monitor all use of and activity on the Site, as well as to remove or choose not to make available on or through the Site or the App any Content if it deems appropriate, at its sole discretion.

9. Termination of Use

The Company may, in its sole discretion, at any time, discontinue providing or limit access to the Site, the App, the Services, any areas of the Site or the App or Content provided on or through the Site and/or the App. The Company is entitled, at any time and without any obligation to indemnify you for any damages incurred, to delete your user account and block your access to the Site and/or the App in the event it considers that your use of Site does not fully comply with these Terms of Use or with any applicable laws or regulations. The Company will terminate or limit your access to or use of the Site and/or the App if you are considered to be an infringer of third party copyrights. You understand and agree that the Company shall not be liable to you or any third party for any termination or limitation of your access to or use of the Site, the App, the Services or any Content.

10. Third Party Websites, Content, Products and Services

The Site provides links to websites and access to Content, products, and services of third parties, including affiliates and sponsors of the Site or the App. The Company is not responsible for third party Content provided on or through the Site and/or the App and you bear all risks associated with the access and use of such websites and third party Content, products and services.

11. Disclaimer

THE APP AND/OR THE SITE IS/ARE NOT INTENDED TO REPLACE A CERTIFIED NAVIGATION DEVICE. LOCATION DATA MAY NOT BE ACCURATE. THE COMPANY DOES NOT GUARANTEE ACCURACY AND COMPREHENSIVENESS OF THE INFORMATION PROVIDED. THE EMBEDDED NAVIGATION DATABASE IS PROVIDED FOR INFORMATIONAL PURPOSE ONLY. IT MAY NOT BE COMPLETE AND MAY CONTAIN ERRONEOUS DATA. YOU SHOULD ALWAYS USE OFFICIAL MAPS OR CERTIFIED DEICES WHEN PREPARING OR GOING ON A RIDE.

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, THE APP, THE SERVICES AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE AND/OR THE APP, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE, THE APP, THE SERVICES AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE AND/OR THE APP.

THE COMPANY MAKES NO WARRANTY THAT: (A) THE SITE, THE APP, THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE SITE, THE APP, THE SERVICES OR CONTENT WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, THE APP OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE OR THE APP WILL BE ACCURATE, COMPLETE OR RELIABLE; OR (D) THE QUALITY, COMPLETENESS OR RELIABILITY OF SERVICES OR ANY CONTENT PURCHASED OR OBTAINED BY YOU ON OR THROUGH THE SITE OR THE APP WILL MEET YOUR EXPECTATIONS.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE, THE APP, THE SERVICES OR THE CONTENT AVAILABLE ON OR THROUGH THE SITE OR THE APP FOR YOUR HORSE TRAILS ARE AT YOUR OWN DISCRETION AND SOLE RISK. ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE SITE AND/OR THE APP IS USED AT YOUR OWN DISCRETION AND RISK. THE COMPANY DOES NOT GIVE ANY WARRANTY IN RELATION TO THE OPERABILITY OF THE SITE OR THE APP DURING YOUR HORSE TRAILS, NOR IN RELATION TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES, THE CONTENT AVAILABLE ON OR THROUGH THE SITE AND/OR THE APP, INCLUDING, BUT NOT LIMITED TO, HORSE TRAIL INFORMATION, TOPOGRAPHIC OR/

AND SATELLITE MAPS, GRAPHICS, GPS INFORMATION, HORSE TRAIL PLANNING INFORMATION. THEREFORE, YOU SHALL NOT STRICTLY RELY UPON THE SITE, THE APP, THE SERVICES OR THE CONTENT FOR GUIDANCE OR INFORMATION PURPOSES DURING YOUR HORSE TRAIL.

THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, SMARTPHONE OR ELECTRONIC DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SITE, THE APP THE SERVICES OR THE CONTENT. THE COMPANY SHALL NOT HAVE ANY RESPONSIBILITY FOR DAMAGE TO YOUR HORSE, CAR AND/OR OTHER DEVICE, PRODUCT OR MEAN OF TRANSPORTATION CONNECTED TO OR LINKED TO THE SITE, THE APP OR THE CONTENT.

THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SITE, THE APP AND CONTENT PROVIDED ON OR THROUGH THE SITE AND/OR THE APP AT ANY TIME WITHOUT NOTICE.

12. Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE, THE APP, THE SERVICES OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE AND/OR THE APP, INCLUDING INACCURATE, UNRELIABLE OR MISLEADING CONTENT. THIS LIMITATION OF LIABILITY ALSO APPLIES TO DEATH OR INJURY ARISEN AS A RESULT OF THE FALL OF A HORSE OR IN THE EVENT AN INDIVIDUAL USING THE SITE OR THE APP GETS LOST, UNLESS IT CAN BE SHOWN THAT THE SAID DEATH OR INJURY IS THE DIRECT RESULT OF AN INTENTIONAL ACT OR A GROSS NEGLIGENCE OF THE COMPANY (BEING SPECIFIED THAT THE EXCLUSION OF WARRANTY WITH REGARD TO THE CONTENT PROVIDED AND ACCESSIBLE ON OR THROUGH THE SITE OR THE APP SHALL REMAIN FULLY APPLICABLE UNDER ANY CIRCUMSTANCES).

13. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, THE PART OF THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE SHALL NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

14. Privacy Policy

The Company is concerned about your privacy and has developed a policy to address privacy concerns. For more information, please see <http://www.sensetrails.com/HorseTrails/privacy>. Any personal information collected on this Site will be treated in accordance with our [Privacy Policy](#).

15. Note About Minors

Minors are not eligible to use the Site and the App, and shall not register on the Site or the App or submit any information to us. If you are minor in your jurisdiction, you may use the Site or the App only with involvement and agreement of a parent or guardian.

16. Export Restrictions/Legal Compliance

You may not access, download, use or export the Site, the App, the Services or the Content provided or available on or through the Site or the App, in violation of any applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of agency or authority, and not to directly or indirectly provide or otherwise make available the Services in violation of any such restrictions, laws or regulations.

17. Applicable Laws

All matters relating to your access to, and use of, the Site, Services and Content provided on or through the Site shall be governed by the substantive laws of Switzerland, without regards to principle of conflicts of laws thereof. Any controversy, claim or dispute between a user and the Company arising out of or relating to this policy shall be subject to the exclusive jurisdiction to the ordinary courts of the seat of the Company, without prejudice to an appeal to the Swiss Federal Court.

18. Copyright/Trademark

Copyright© Sensetrails Sàrl, 2014. All rights reserved.

Sensetrails is a registered trademarks of Sensetrails Sàrl and/or its affiliates. Other names appearing on the App may be trademarks of their respective owners.

19. Contact Information

If you have any questions regarding these Terms of Use, please email us at info@sensetrails.com.

Latest issuance: September 23rd, 2014

PRIVACY POLICY

Sensetrails

The Company understands that the Services involve a great deal of trust on your part. We take this trust very seriously, and make it our highest priority to ensure the security and confidentiality of the Personal Data provide to us. Please read the following policy to learn about our privacy practices. By downloading or using the Site or benefiting from the Services, You are accepting the practices described herein:

1. Purpose

The Company provides this Privacy Policy to describe our procedures regarding the collection, use and disclosure of personal data we collect or receive from Users. Personal data has the meaning given by the Federal Act on Data Protection and the Ordinance to the Federal Act on Data Protection ("Personal Data").

The data controller (i.e. the legal person responsible for the purpose and content of the data file) is **Sensetrails Sàrl, Chemin des Fossaux 10, 1443 Villars-Champvent, Switzerland** ("Company").

2. Acceptance of the Policy

The Company reserves the right to make any changes to the Privacy Policy as the Company deems necessary or desirable without prior notification to you. Users will be informed of the new Privacy Policy by e-mail or notification, but it is your responsibility to verify regularly this Privacy Policy to be informed of any changes. Your continued use of the Services after any such changes or after explicitly accepting the new Privacy Policy upon using the Site and/or the Services shall constitute your consent to such changes.

3. International Transfer

By using the Site, the App or the Services, You acknowledge and agree that Personal Data you submit to the Company will be hosted by the Company or a third party of its choice for an indefinite period of time within the European Union or Switzerland. You hereby agree that your Personal Data may be transferred to EU countries or Switzerland - and maintained on - computers located outside of your country, where the privacy laws may not be as protective as those in your jurisdiction. Your consent to this Privacy Policy followed by your submission of Personal Data represent your explicit agreement to such transfer. The Company will not transfer any of your Personal Data outside the European Union or Switzerland without your prior consent.

4. Type of Personal Data collected

The main reason why we collect Personal Data about you is to provide you the Services and improve the Site and App features and Content, to administer your user account and to enable you to enjoy and easily navigate the Site, the App and using the Services.

When you download the App, register through the Site or the App, create or edit your user account and use the Site, the App or a Service, we will ask you for Personal Data. We may collect the Personal Data that you provide as part of registration and the administration and personalization of your user account, or Personal Data that you provide us by using the Services.

The Company may collect the following Personal Data:

- Contact information, such as name, surname, company, email address;
- Computer information, such as IP address, operating system, type of device, browser, login dates;
- Transactional information, including information about the products and services you purchase or download or about which you make an inquiry or financial information regarding your transactions;
- User preferences, such as product requirements, areas of industry interest, newsletters, community choices and other information you select in the customer profile when registering on the Site or indicated by your use of the Sites;
- Horse trail information, such as geolocalization, horse trail planning information, GPS information;

We may supplement information you provide with information received from third parties.

The Company uses Personal Data for the purpose of offering the Services. Personal Data transmitted to the Company by you may be hosted by the Company or a third party of its choice.

We use your Personal Data for the following general purposes:

- to fulfill your requests for Services;
- to personalize the promotional offers and content you see, in particular based upon your activity and your transaction history with the Site;
- to provide and improve the Services ;
- to conduct research and compile statistics on usage patterns;
- to provide anonymous aggregate reporting for internal and external partners;
- to manage your user account;
- to communicate with you in general;
- to respond to your questions and comments;
- to process transactions;
- to notify you about promotional offers and Services that may be of interest to you;
- to send you the Company's newsletter, provided you do not unsubscribe;
- to prevent potentially prohibited or illegal activities;
- to enforce the Terms of Use ;
- to access to third party services if you connect your account with such third party services;
- to comply with legal requirements;
- as otherwise described to you at the point of collection.

The Company may use your GPS information, tracking and horse trail information (including but not limited to horse riding dangers or risks of getting lost) in order to generate user data for the Site or the App or to operate and improve the Services.

Please note that your Personal Data may be accessed and stored as necessary for the uses stated above in accordance with this policy. While the Company may share your personal information with agents and contractors in order to perform the functions listed above, including hosting services, order fulfillment and website management, we require that they treat your Personal Data, and limit their use, in accordance with the standards specified in this policy.

Other Personal Data collected may be described in other sections of this privacy policy or by dedicated explanation text contextually with the Personal Data collection. The Personal Data may be freely provided by you, or collected automatically when using the Site or the App. Failure to provide certain Personal Data may make it impossible for the Site and/or the App to provide the Services. You assume the entire responsibility for the Personal Data of third parties published or shared through the Site and/or the App and declare to have the right to communicate or broadcast them, thus relieving the Company of all responsibility.

In addition to the information contained in this privacy policy, the Site and/or the App may provide users with additional and contextual information concerning particular services or the collection and processing of Personal Data upon request.

5. Social networks

Functionalities (called plugins) of different social networks operated by third party providers (Facebook, Twitter, Google +) are integrated on the Site and the App and allow you to connect your accounts with the Site and/or the App. These plugins allow users to share Content on social networks. Should you connect your social network account(s) with the Site and/or the App, Personal Data may be communicated to the third party providers. You understand and agree that the Company has no control over the transmission of Personal Data to the third party providers and accept that your Personal Data will be processed by these third party providers. Please refer to the privacy policies of these third party services before connecting your social network accounts with the Site and/or the App.

6 Public profile

By registering on the Site or the App, you accept that Personal Data such as your profile picture and username will be published and displayed on the Site and/or the App and be publicly available. The Company shall not be responsible for any reproduction, use or referencing (by search engines) of your Personal Data made publicly available on the Site and/or the App.

7 Electronic Communications Protocols and Cookies

In addition to the information specified above, the Company may collect information about your use of the Site through electronic communications protocols and cookies. As is true when you visit most websites, the Company may automatically receive information from you as part of the communication connection itself, which often consists of network routing information (where you came from), equipment information (browser type), referring website and date and time. Collecting this automatic information helps us customize your experience as a user. It allows us to monitor and analyze use of the Site, App and Services and to increase the Site and App's functionality and user-friendliness.

The Company also uses cookies, embedded URLs and embedded pixels to capture additional information. Cookies are small data files, which are transferred to a computer's hard disk in order to memorize information like registration IDs and passwords. We further utilize session ID cookies to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage by users. We will utilize cookies for identifying your language settings of your device, the promotional offers you subscribed to in and/or session cookies. Session cookies are, unlike persistent cookies, deleted from your computer when you log off from the Site and then close your browser. Please note that you can always choose not to receive a cookie file by enabling your Web browser to refuse cookies or to prompt you before accepting a cookie. However, if you refuse cookies you may not be able to use all portions of the Site or the App or all functionality of the Services.

The Company may re-associate the information provided by the technologies directly above with Personal Data.

8 Google Analytics

We may collect information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports, using Google Analytics. This is statistical data about our users' browsing actions and patterns, and does not identify any individual. Google Analytics is a web analytics tool that helps website owners understand how visitors engage with their website. Google Analytics customers can view a variety of reports about how visitors interact with their website so that they can improve it. Like many services, Google Analytics uses first-party cookies to track visitor interactions as in our case, where they are used to collect information about how visitors use our site. We then use the information to compile reports and to help us improve the Site or the App. Cookies contain information that is transferred to your computer's hard drive. These cookies are used to store information, such as the time that the current visit occurred, whether the visitor has been to the Site before and what site referred the visitor to the web page. Google Analytics collects information anonymously. It reports website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this page <https://tools.google.com/dlpage/gaoptout>.

9. Information Sharing and Disclosure

The Company may use your GPS information and horse trail information (including but not limited to horse riding dangers or risk of individual loss) in relation to the Site and/or the App.

The Company may share aggregated information that does not include Personal Data and we may otherwise disclose non-identifying information and log data with third parties for analysis and other purposes. Any aggregated information shared in these contexts will not contain Personal Data.

The Company may transfer your Personal Data to a third party for hosting or processing purposes only.

10. Security

The security of your Personal Data is very important to us. The Company processes your Personal Data in a proper manner and shall take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Personal Data.

The Personal Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Company, in some cases, the Personal Data may be accessible to certain types of persons in charge, involved with the operation of the site (administration, sales, marketing, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as data processors by the Company. The updated list of these parties may be requested from the Data Controller at any time.

In the event that your Personal Data is unduly accessed, or is reasonably believed to have been unduly accessed, by an unauthorized person and applicable law requires notification, the Company will promptly notify you of the breach by email, fax, or mail.

11. System Logs and Maintenance

For operation and maintenance purposes, this Application and any third party services may collect files that record interaction with the App (system logs) or use for this purpose other Personal Data (such as IP Address).

12. Right to Access your Personal Data

You may at any time, request access to User's Personal Data collected by the Company, request that inaccurate information be amended, or that the collected Personal Data be erased.

Such request for access must be sent by registered letter with a copy of your ID to : Sensetrails Sàrl, Chemin des Fossaux 10, 1443 Villars-Champvent, Switzerland.

13. How to Delete Your Personal Data

All users may review, update, correct or delete their Personal Data within their Account. If You would like us to delete Your Personal Data in our system, please let us know by e-mail at the following address at info@sensetrails.com and we will attempt to accommodate Your request if we do not have any legal obligation to retain the record.

Please note that any information that we have copied may remain in back-up storage for some period of time after your deletion request, as well as any content that you have posted transmitted to a third-party. This may be the case even though no Personal Data about your user account remains in our active users' databases.

You acknowledge that the use of the internet is not safe and that there are certain inherent risks to your Personal Data. The Company shall make reasonable efforts to protect your Personal Data but it cannot guarantee or warrant that data you provide to the Company is safe and protected from unauthorized third party access and theft and, therefore, waives all liability in this respect.

14. Links

If any part of the Site contains links to third party's websites or pages, those third party's websites or pages do not operate under this Privacy Policy. If you choose to visit third party link, you will be directed to that third party's website or page. We do not exercise control over third party websites and therefore recommend you to examine the privacy statements posted on these other websites or pages to understand their procedures for collecting, using, and disclosing Personal Data.

15. Compliance with Laws and Law Enforcement

The Company cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any Personal Data about You to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of the Company or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable.

16. Business Transfers

The Company will not use your Personal Data for commercial, promotional or marketing purposes.

The Company may however sell, transfer or otherwise share some or all of its assets, including your Personal Data, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. Your consent to this Privacy Policy followed by your submission of Personal Data represent your explicit agreement to that transfer.

17. Court of Jurisdiction and Applicable Law

This Privacy Policy and all matters arising out of or relating to it shall be governed by the substantive laws of Switzerland, without regards to principle of conflicts of laws thereof.

Any controversy, claim or dispute between a user and the Company arising out of or relating to this policy shall be subject to the exclusive jurisdiction to the ordinary courts of the seat of the Company without prejudice to an appeal to the Swiss Federal Court.

18. Contacting us

If You have any questions about this Privacy Policy, please contact us at: info@sensetrails.com

Latest date of issue: September 23rd, 2014