



General conditions

These Membership Terms and Conditions apply where you choose to register as a Member of this website MOTOGAY.COM (the "Site"). Has been developed by AILM (Association Internet Loisirs Moto). These general conditions in english are a resumed translation of the French general conditions of use and subscription that are imposed to all users despite their nationality.

Please read these Membership Terms and Conditions carefully before registering on the Site as a Member. If You do not agree to these Membership Terms and Conditions, then You SHOULD NOT register as a Member.

1. Acceptance of Membership Terms and Conditions

1.1 By clicking "I accept membership terms and conditions" to register You will be deemed to have consented to these Membership Terms and Conditions.

1.2 We reserve the right to change or update these Membership Terms and Conditions from time to time (subject to Your termination right pursuant to paragraph 8). Any revisions to these Membership Terms and Conditions will be notified to You the next time that You log on to the Site as a Member.

2. Description of Membership and Subscription

2.1 As a Member, You can take advantage of many services on the Site for free. However other areas of the site require payment of a Member subscription. For a full description of the services offered on this Site and the subscription options for Members, please follow and consult the Benefits of Membership page.

2.2 Member subscription payments can be made in Euros.

2.3 Please note that any Member subscription paid by You is subject to a minimum contractual period of 15 days.

2.4 According to the French law, our organization is not bind to the VAT.

2.5 A Membership subscription provides access to additional services on the Site for an individual Member Account.

2.6 A Membership subscription starts immediately we are notified by our payment provider of a successful transaction.

2.7 We will notify you within the Site (via an Online Message) upon successful delivery of the Membership subscription.

2.8 A Membership subscription expires automatically at the end of the last day of the period purchased (midnight UTC).

For example, if you purchase a 1 month membership some time on the 23rd of June, you will have access to all of the additional areas of the site as soon as we are notified of the successful payment. You can enjoy the additional benefits of a Membership subscription up until 23:59:59 UTC on the 23rd of July.

3. Age of Consent

3.1 You must be 18 years or over to register as a Member and/or certify that you are in a legal age on your resident country. If We discover or have any reason to suspect that You are not over 18 years of age, then We reserve Our right to suspend or terminate Your Membership to this Site immediately and without notice, also without you having any rights whatsoever to any kind of refunding unless you can prove you are over 18.

4. Password Member Name and Security

4.1 Upon registration as a Member, You will select a Password and Member Name that You can use to access Your Member Account and Profile and to log on to the Members' area of the Site.

4.2 You are responsible for maintaining the confidentiality of Your Password and Member Name and are responsible for all activities that occur under them. We do not have the means to check the identity of people using the Members' area of the Site and will not be liable where Your Password or Member Name are used by someone else.

4.3 You agree to notify Us immediately of any unauthorised use of Your Password or Member Name or any other breach of security of which You become aware.

5. Your warranties

5.1 You warrant that:

5.1.1 You are over 18 years of age and/or you are in legal age in your resident country.

5.1.2 all information and details provided by You to Us (including on registration as a Member) are true, accurate and up to date in all respects and at all times;

5.1.3 You will comply with these Membership Terms and Conditions including, without limitation, the restrictions relating to acceptable use set out at section 6 below.

5.2 You agree to indemnify and hold Us harmless from any claim or damages (including any legal fees in relation to same) made by a third party in respect of any matter in relation to or arising from Your use and Membership arising from any breach or suspected breach of these Membership Terms and Conditions by You or Your violation of any law or the rights of any third party.

6. Acceptable Use

6.1 We support the free flow of information and ideas over the Internet and do not actively monitor use of the Site, including the Members' area under normal circumstances. We seek to balance this aim with Our obligations to other Members and at law however. We do therefore review all profiles entered onto the Site by Members, check instant messages where certain keywords are triggered and log chatroom exchanges in order to ensure compliance with these terms, and to comply with or investigate any enforcement agency or police request or complaints. We also therefore require that You do not:

6.1.1 say or do anything that would cause annoyance, inconvenience, harassment or needless anxiety to others;

6.1.2 advertise or promote third party or Your own products or services including by way of the distribution of 'spam' mail;

6.1.3 use foul, threatening or offensive language including, without limitation, racist, sexist, ageist, homophobic or sexually explicit language where inappropriate;

6.1.4 make insulting remarks to or about other Members ("flaming");

6.1.5 jump in and out of Site forum rooms ("frogging");

6.1.6 distribute illegal, copyright infringing, indecent or offensive material or any messages or content that may incite disorder or encourage illegal activities or that causes or may cause harm to minors;

6.1.7 impersonate another person or Member;

6.1.8 transfer files that contain viruses, trojans or other harmful programs;

6.1.9 use the Site to conduct any fraudulent activity including any "pyramid scheme"; "ponzi scheme" or "chain letter";

6.1.10 access or attempt to access the accounts of other Members or to penetrate or attempt to penetrate the Site security measures;

6.2 In the case of disrespect to any of the terms on the present general conditions established in the article 6, we may take any or all of the following action at Our discretion:

6.2.1 remove any Member profile (including photographs) or other material that, in Our sole discretion may be inappropriate or We suspect to be illegal, subject Us to liability or which may violate these Membership Terms and Conditions or where required to do so by law;

6.2.2 issue Members with verbal or written warnings and may take such further action as We deem appropriate under this paragraph 6.2 if such warnings are not heeded;

- 6.2.3 suspend or terminate a Member's access to the Members' area of the Site or a Member's Account without notice at any time;
- 6.2.4 inform the appropriate authorities and provide them with information regarding any suspected illegal activity; or
- 6.2.5 bring legal action against a Member or other user of the Site in relation to any breach of these Membership Terms and Conditions or any illegal or suspected illegal activity.

We will determine what action is appropriate to be taken against a Member on a case by case basis.

6.3 You acknowledge that We may be required by law or regulation to access, monitor, store or copy material sent by or to Members without further notice to You.

7. Termination of Membership

7.1 Your paying subscription will be active for the period of time you will choose yourself. It will finish automatically and the end of this chosen period of time and in any case will be automatically renewed.

7.2 No refunds will be paid by Us where Your Membership is terminated by Us as a consequence of Your breach of these Membership Terms and Conditions.

8. Copyright and Other Intellectual Property Rights

8.1 Your use of the Site grants no rights to You in relation to copyright, trade marks or other of Our intellectual property rights or the intellectual property rights of third parties.

8.2 You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, communicate to the public, or otherwise use the content included in or provided via the Site except for Your own personal, non-commercial use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

9. Limitation of Liability

9.1 Whilst We will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the Site will be available uninterrupted and in a fully operating condition nor that the information on and provided via the Site will be free from errors or omissions.

9.2 Access to this Site and its contents may be suspended temporarily and without notice in the case of system failure, necessary maintenance or repair or for reasons beyond Our control.

9.3 Save that nothing in this paragraph 10 shall restrict Your statutory rights (including Your right to receive a reasonable standard of service), all content and services on this Site are provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty in respect of the Site or its content, including, without limitation information provided by or regarding other Members. We can not vet all Member profiles and entries to ensure that they are appropriate or correct. Any decision made or action taken by You on the basis of information provided on or via the Site is at Your sole discretion and risk.

9.4 Due to the fact that many technical aspects of the Site and the content provided herein is supplied by or otherwise dependent on third parties, We do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose, or freedom from viruses, or other harmful programs of the content contained in or accessed through this Site.

9.5 We will not be liable for any damages, including indirect or consequential losses and whether in contract, tort (including negligence) or otherwise, arising in connection with any use by You or other Members of the Site that is in contravention of these Membership Terms and Conditions or is not directly attributable to Our negligence. Where We are liable for direct loss this will be limited to a maximum of the total price of the Member Subscription paid to Us by You in the 6 months prior to the claim.

9.6 Nothing in these Terms and Conditions shall exclude or limit Our liability for death or personal injury caused by Our negligence.

10. General

10.1 We shall not be liable for any failure for any suspension, or termination of access to the Site or any content arising out of a force majeure event. A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting Us or Our suppliers.

10.2 If any of these Membership Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of law then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

10.3 These Membership Terms and Conditions shall be governed by and interpreted in accordance with the laws of France. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Grenoble (France).

11. Complaints and Feedback

If You have any complaints about another Member or any aspect of the Site or if you have any questions or would otherwise like to provide any other feedback, then you can contact Us by emailing support@motogay.com.