

# Terms of Use (Dec 2019 version)

## 1. Legal notices

This website (hereafter '**Website**') is published and made available by:

The Roude Léiw Polo club A.s.b.l. - '**RLPC**' or '**Us**'

A non-profit association

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### **Contact:**

For any questions, comments or requests for clarification about the Terms of Use of this Website, you may contact us directly (i) via the contact form (<https://www.poloclub.lu/info>), (ii) by email ([info@poloclub.lu](mailto:info@poloclub.lu)) or (iv) by post (92, Avenue Gaston Diderich, L - 1420 Luxembourg).

## 2. Purpose and acceptance of Terms of Use

These Terms of Use (the '**Terms of Use**') describe and govern the terms under which you may use the Website. To access this Website and enjoy all its features, you must confirm that you have read and accepted these Terms of Use and agree to abide by these terms at all times.

Consequently, you are deemed to have read, understood and accepted these Terms of Use by the mere fact of accessing or using this Website. If you do not agree with these Terms of Use, you must immediately stop accessing or using this Website.

The Terms of Use of this Website may be amended at any time by the RLPC at its sole discretion. These changes may also take place without you being directly informed beforehand. You are therefore invited to regularly visit the Website Terms of Use to check whether a new version has been uploaded, and whether you still agree with the Terms of Use to be able to use the Website.

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These Website Terms of Use do not govern the sale of products or the provision of services by the RLPC or its partners, i.e. purchasing products online, renting horses or becoming a member of the RLPC and taking advantage of the services offered by the RLPC and its partners, e.g. booking event tickets online.

## 3. Limitation of liability for the Website content

Unless stated otherwise, all information, texts, documents, newsletters, brochures, images, photographs, videos, audio files, diagrams, graphics, surveys, presentations, opinions and opinions expressed and, in general, all content hosted and published or made available on this Website (the '**Content**') is made available to you for general information purposes in relation to the various services offered by RLPC, or subjects or information specially selected by RLPC in connection with polo sports, events organized by the RLPC and any other directly or indirectly related initiatives.

The RLPC gives no guarantee as to the accuracy, reliability, completeness, updating or maintenance of the Content on this Website. Any opinions, opinions, recommendations and/or advice of the RLPC and its partners which are expressed in the Content or which would otherwise be communicated to you by the RLPC, e.g. following one of your requests via our contact form, are communicated solely for information purposes and the RLPC waives all liability. In addition, we inform you that the Content may be changed or removed at any time at the sole discretion of the RLPC and its partners or third party sources from which this Content originates.

In particular, the RLPC may not be held liable for Content that does not reflect applicable laws and regulations, including, but not limited to, road traffic laws or real-time information presented on the Website.

#### **4. Limitation of liability with regard to the operation of the Website**

This Website is provided to you 'as is' without warranty of any kind. The RLPC gives no guarantee as to the availability of this Website and its Content, and their use in an uninterrupted and error-free manner.

The RLPC has no control over the internet and assumes no responsibility for disruptions that are due to electronic communications networks and the speed of your internet connection. The RLPC assumes no responsibility for any damage that may be caused to your computer hardware, computer programs, files, information and archived data due to computer viruses, spyware, malware or other programming or security errors on the Website. In any event, the RLPC may not be held liable for any damage resulting from configuration errors or failure to update your computers, devices, programmes and browsers or from user errors.

#### **5. Responsible use of the website**

By accessing this Website and accepting these Terms of Use, you agree to use the Website in compliance with the applicable laws and regulations in a responsible, reasonable and conscientious manner.

Generally speaking, it is prohibited to access and use this Website for purposes other than those for which this Website has been designed and made available to you, and in particular to use the Resources, i.e. those defined at **point 6**, for purposes that are commercial or not strictly personal.

In particular, you agree not to use the Website or to allow others to use the Website:

- for illegal, fraudulent or otherwise unlawful activities;
- for any form of communication that is unlawful, improper, obscene, indecent, libelous, defamatory, threatening, abusive, inappropriate or unsolicited or that is likely to cause any inconvenience, torment or distress, or violate public order and/or public morals or any applicable laws or regulations relating to racial discrimination or hatred;
- for the purposes of activities that may violate the applicable privacy and data protection laws and regulations;
- for activities that may infringe any intellectual property rights of the RLPC, its partners or third parties, including but not limited to copyrights, trademarks, patents, designs and databases;

- to create, distribute or otherwise use viruses or other malicious software or in any way damage, change, destroy, restrict, impede or otherwise affect the Website, and its use and capacity vis-a-vis other users or third parties, including by needlessly overloading the Website with unreasonably large data flows causing denials of service;
- to circumvent, disable, disrupt, access unauthorized resources or otherwise impact the security of the Website and its traffic or the hardware of users of the Website or any third party.

If you breach your obligations under these Terms of Use, you will be held responsible for your actions. Therefore, by accepting the Terms of Use, you agree to compensate the RLPC in full and not hold it responsible for any claims, damages, expenses, claims or other costs, including lawyers' or other legal advisors' fees and expenses, and/or arising from any legal, conciliation, mediation or extra-judicial proceedings that the RLPC has had to undergo as a result of your actions or that the RLPC has been exposed to for the purpose of communications procedures to restore our image and reputation.

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If you believe that our Website or the Resources in any way affect your intellectual property rights, you must notify the RLPC immediately using the contact details provided in these Terms of Use.

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The RLPC is also not responsible for hypertext links that may be placed by third parties on other pages in order to redirect you to our Website or to documents hosted on our Website. The RLPC reserves the right to prohibit and/or block any link to the Website that has been created without our permission, at any time, without notice and at its sole discretion.

## **8. Applicable law and jurisdiction**

These Terms of Use are subject to the laws and regulations of the Grand Duchy of Luxembourg.

By accessing and using this Website, you agree to attempt to amicably resolve any dispute that may arise in connection with the interpretation and performance or non-performance of these Terms of Use.

Failure to resolve the dispute means the courts of the City of Luxembourg will have exclusive jurisdiction to settle any dispute concerning the interpretation and performance or non-performance of these Terms of Use.