

MYFURY CONNECT - Terms of Use

Legal information

The MYFURY CONNECT mobile application is a product of JACQUES'S, a simplified joint stock company (*société par actions simplifiée*) with its corporate headquarters at 845 Rue Etienne Lenoir 30900 Nîmes, registered with the Nîmes Trade and Companies Register under the unique identification number 690 200 894 (hereafter referred to as JACQUES'S or FURYGAN).

These terms of use (hereafter referred to as the "TOU") set out how you can access and use the MYFURY CONNECT mobile application (hereafter referred to as the "Application"), a product of JACQUES'S.

By installing the Application on your devices (smartphone) and/or accessing the Application as a visitor and/or User, you unconditionally agree to be bound by the TOU set forth below. If you do not wish to accept the TOU, do not access the Application.

Any preview and/or installation of the Application must abide by these TOU.

These TOU constitute a binding agreement between you and JACQUES'S and are applicable to your use of the Application. JACQUES'S reserves the right to modify and/or update these TOU at any time, without notice, in order to adapt them to changes to the services. The applicable version of the TOU between you and JACQUES'S is the one that is current at the time you log in to and use the Application. Please check this page regularly to read the latest applicable version of the TOU at the time you use the Application.

Downloading the Application enables the User to activate additional features on the connected devices (compatible with the MYFURY CONNECT application), he/she has purchased. The User manual provided at the time of purchase and these TOU apply solely to the compatible connected devices sold by JACQUES'S or by its distributors.

Before using the Application, you must read and accept these TOU. The User acknowledges that by using the Application, he/she is bound by all the conditions set out herein.

The User expressly agrees that he/she assumes sole and exclusive responsibility for any use of the connected devices and companion mobile application. The connected devices, which are compatible with the MYFURY CONNECT application, are not toys and must not be used by minors or be in the possession of minors.

Definitions

The terms defined below, whether in the singular or the plural form, shall have the following meanings as used in these TOU:

- "User": any natural person over the age of majority who has acquired the connected devices from JACQUES'S or from one of its distributors and is authorized to access and download the Application solely for personal and non-commercial purposes and not, either directly or indirectly, for financial gain;
- "mobile application": mobile application connected to the connected devices and enabling access, in particular, to the additional features developed by JACQUES'S; it is an application made available to the User by JACQUES'S and called "MYFURY CONNECT";
- TOU: these general terms and conditions of access and use applicable to Users;
- "connected devices": connected devices and its potential charging equipment, provided to the User by FURYGAN or by a distributor and called "connected devices";
- "partner sites": sites featuring in the mobile application (via hypertext links);

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- “services”: features made available by JACQUES’S to the User, either on the mobile application or directly on the connected devices (once the connected device are paired with the mobile application on the smartphone).

Purpose – Acceptance

The purpose of these TOU is to set out the terms and conditions of access and use by the User of the MYFURY CONNECT Application which, when paired with the connected devices, allows the additional features of the connected devices to be used.

Access to the Application and the use of services by the User are subject to unconditional acceptance of the TOU.

The User may stop using the Application at any time, but shall remain responsible for any previous use.

Contract documents

The contract documents by which the User agrees to abide are listed below in increasing order of precedence:

- these TOU;
- where applicable, the specific terms and conditions for certain services accessible in the mobile application.

In the event of any inconsistency between documents of a different nature or rank, the parties expressly agree that the provisions contained in the document with the higher rank in the order of precedence shall prevail with regard to the conflicting obligation. In the event of an inconsistency between documents of the same rank, the most recent document shall prevail.

The ranking criteria will be applied as follows:

- obligation per obligation;
- or, failing that, paragraph per paragraph;
- or, failing that, article per article.

Modifications

These TOU may be modified or revised at any time by JACQUES’S, particularly in order to reflect any changes made to the mobile application or to applicable laws.

The terms of use that may be accessed via a hypertext link from the mobile application prevail over any printed version bearing an earlier date.

Devices’ compatibility

Before using the mobile application, the User is encouraged to check that his/her devices (smartphone) are compatible with the mobile application and in perfect working order.

Products from JACQUES’S are currently compatible with most devices (smartphones) using the following operating systems:

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- Android: Marshmallow 6.0 and later versions, API level 23 and later
- Apple: iOS 12 or later; iPhone 6 or later

JACQUES'S cannot be held responsible for any malfunction with these smartphone models or any smartphone with known Bluetooth compatibility issues.

The Application must be installed and used in accordance with the instructions in the User manual provided by FURYGAN during the purchase of the connected devices and available to download from the MYFURY CONNECT mobile application.

JACQUES'S cannot be held responsible for any installation of the mobile application that is improper or non-compliant with the instructions in the User manual supplied by FURYGAN.

The User is responsible for installing and configuring the mobile application and the connected devices.

JACQUES'S cannot be held responsible for incorrect configuration, incompatibility or improper installation of the connected devices.

JACQUES'S cannot be held responsible for any malfunction of the mobile application arising from a malfunction of the smartphone or the mobile network.

It is not recommended to activate the "power saving" or "data saver" features on the smartphone used if the User wishes to ensure that the mobile application works smoothly.

The connected devices must be charged (batteries plugged in and charged) in order to use the functionalities of the mobile application.

The User alone can disconnect the connected device by clicking on "forget the connected device" in the mobile application. This action shuts off the connection with the mobile application.

Pairing

Once you have installed the mobile application on your connected devices (free download from the Google Play Store for Android devices and the App Store for iOS devices), you can proceed to pair your connected devices.

Ensure the devices' Bluetooth is turned on and that notifications are enabled.

When you open the pairing screen, the MYFURY CONNECT mobile application searches for the connected devices to pair with the smartphone, following the action of the User based on the indications provided on the mobile application screen. The connected devices must be powered on, detectable and available to connect with the smartphone.

In case of a problem during this process, you will have to restart the process and carefully follow the instructions given by the mobile application.

Using the connected devices

The User must wear his/her connected devices in order to make full use of the services offered by the mobile application.

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The User undertakes to follow FURYGAN's instructions and recommendations regarding the use of the MYFURY CONNECT connected devices.

FURYGAN will under no circumstances be held responsible for misuse of the MYFURY CONNECT connected devices by the User that could result in malfunction of the connected devices.

Some functionalities are not available when the mobile phone is switched off:

- sending notifications and alerts to the User's mobile phone;
- searching for and unpairing the connected devices;
- configuring the services and features provided by the MYFURY CONNECT application;

The User accepts sole responsibility for his/her use of the connected devices, of the MYFURY CONNECT mobile application, and for the adequacy of their use with road safety rules, his/her capacities and his/her state of health.

In any event, the User undertakes to ride with due care, taking into account traffic and weather conditions, and in compliance with the applicable highway code.

Financial terms

Access and use of the mobile application in its initial scope is free of charge, excepting the User's mobile operator subscription and the cost of connecting to and using the internet network.

Content of the service

The service consists of providing the User with a mobile application with the following features:

For the heating gloves, which are compatible with the MYFURY CONNECT application (Heat Jaya, Heat Genesis, Heat X Kevlar® and Heat X Kevlar® Lady):

- Configuring the desired heat levels of the User's heating gloves;
- Activation of some services that can work later even if the mobile application is switched-off, especially Smart Move, Light Adapt, Auto Mode;
- Information concerning the product and the User.

JACQUES'S reserves the right to amend, discontinue, validate, change or otherwise modify the services accessible via the mobile application, either fully or partially, at any time, without notice.

JACQUES'S further reserves the right to modify the connected devices at any time, without notice. These new connected devices may be provided to the User in the same way as the initial connected devices.

JACQUES'S reserves the right to collect and process usage data in order to diagnose failures and to improve the MYFURY CONNECT mobile application and connected devices.

Use of the service

The User confirms that he or she is over 18 years old and has full legal capacity, the competence and the technical resources to access and use the MYFURY CONNECT mobile application.

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The User acknowledges that he/she has checked that the computer configuration he/she is using is virus-free and in perfect working order.

The User shall refrain from any action, behaviour or remarks that violate the applicable laws and regulations, morality, the rights of others, the normal functioning of the mobile application and these TOU.

The User indemnifies and holds JACQUES'S harmless from and against any action, claim, proceedings or opposition by any persons alleging that they suffer damage as a result of the aforementioned actions, behaviours and remarks, and shall bear the costs incurred by JACQUES'S for its defence and any amounts awarded against it in that respect.

JACQUES'S reserves the right to delete immediately, without delay and without compensation of any kind, any content that violates these TOU, or the account of any User who does not comply with the TOU.

The use of the connected devices and related services is merely intended to enhance the User's comfort and does not in any way exempt the User from taking all precautionary measures and from vigilance regarding his/her behaviour and use of the connected devices and related services.

Push notifications

Once the User has accepted these TOU, he/she can refuse to receive push notifications at any time by modifying the relevant settings on the notifications page of the MYFURY CONNECT mobile application from his/her mobile phone.

Availability

The mobile application is available 24 hours a day, 7 days a week, except during maintenance, a case of force majeure or an event beyond the control of JACQUES'S.

JACQUES'S reserves the right to temporarily interrupt its services in order to enable maintenance, updates or upgrades to the platform or the mobile application. JACQUES'S will do its utmost to carry out any such operations at times that would least adversely affect the User's access to the platform and/or the mobile application.

The above-mentioned maintenance, update or upgrade operations may be carried out without prior notice to Users.

No guarantee of performance, availability and accessibility of the platform and the mobile application is provided under these TOU.

JACQUES'S cannot be held responsible for any malfunctions related to the network or to the Android and iOS platforms.

Malfunctions

The User agrees to immediately inform JACQUES'S if he/she becomes aware of any malfunction in the connected devices and/or the mobile application. JACQUES'S will make every effort to correct the malfunction.

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Liability

While JACQUES'S makes every effort to provide Users with quality information and services, it cannot be held responsible for:

- the quality of services, the services being offered on an “as is” basis;
- any disruption in the use of the mobile application or one of the services offered;
- any malfunctions related to the network or the Android and iOS platforms;
- the inability to use the mobile application or one of the services offered.

JACQUES'S can be held liable for direct and foreseeable damage suffered by the User only in case of a fault proven by the User, under the provisions of ordinary law.

JACQUES'S shall under no circumstances be held liable for any indirect or unforeseeable damage suffered by the User. Indirect or unforeseeable damage is understood to mean, in particular, any violation of privacy, image, integrity, dignity, intellectual property rights on the information or data that he/she has disseminated and/or transmitted via the mobile application, financial loss, inaccuracy or corruption of files or data, loss of opportunity (non-exhaustive list).

The User acknowledges that he/she is using the mobile application under his/her sole responsibility.

JACQUES'S has taken the necessary steps to ensure proper functioning of the connected devices within the limits set out in these TOU.

However, it is not JACQUES'S responsibility to ensure that the User takes into account any alert message that that may be sent to him/her. It is the User's responsibility to remedy any reported defect.

JACQUES'S cannot be held liable for any damage resulting from any misuse, programming errors, settings or other manipulations by the User when accessing and using the service offered.

In all cases, the information obtained through the service cannot replace the extreme caution and vigilance the User must exercise when riding.

In any case, the User acknowledges that he/she must take additional precautions and be particularly vigilant when using the service, particularly due to the uncertainties related to the internet, the mobile network and Bluetooth network, in order to avoid any physical, material, immaterial and intangible damage that could be caused, for example, by an accident.

In general, the User shall indemnify and hold JACQUES'S and its affiliates harmless from and against any claims, actions and proceedings by any persons claiming prejudice and compensation for the consequences and damages that would result from any fault committed by the User in the use of the service, and shall bear the costs incurred by JACQUES'S for its defence and any amounts awarded against it in that respect.

Security

While JACQUES'S makes every effort to provide a quality service, it cannot be held responsible for failures arising from hardware, connection, technical or computer problems and any other problems beyond its control.

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It cannot be held liable for disruptions in data transmission and electrical power or Internet failures.

JACQUES'S undertakes to take all necessary precautions, in line with accepted standards, to preserve the security of service, and in particular to prevent unauthorized intrusion or hacking.

JACQUES'S is not, however, able to guarantee total security, as no transmission via the Internet or email or via Notifications is ever completely secure or error-free, whether from or to the mobile application. It cannot, therefore, be held responsible for any problem that may arise in this respect.

The User acknowledges that he/she has knowledge of the nature of the Internet network and, in particular, of its technical performance and response times to consult, query or transfer the data.

As such, JACQUES'S cannot be held responsible for any errors, lack of availability of information and/or the presence of viruses in the application or on the User's equipment.

The User undertakes to inform JACQUES'S of any failure, anomaly or malfunction of the service and the connected devices.

If a security breach is detected, JACQUES'S will inform the User, in compliance with the applicable laws. JACQUES'S will, if necessary, inform the User of the measures to be taken. The User is responsible for carrying out these measures.

JACQUES'S is entitled to take any emergency measures to guarantee the security of the service and, in particular, to suspend the service.

The User agrees to take all appropriate steps to protect his/her own data and/or software from contamination by viruses, if any, on the Internet.

Compliance with applicable laws and regulations

Cookies

The User is notified that when he/she uses the mobile application, one or more cookies may be automatically installed on his/her mobile phone.

A cookie is a block of data that does not allow identification of Users, but is used to record information about User navigation on a website or mobile application.

The browser and/or mobile application settings enable the User to detect the presence of one or more cookies and to decline the cookies.

The User may, if he/she so chooses, enable or disable the use of cookies by adjusting the relevant settings on his/her web browser or mobile application.

These settings are generally found in the "Tools" or "Settings" menu.

Additional information is available to Users:

- on the website of the publisher of their browser software;
- and, more generally, on the CNIL website at the URL www.cnil.fr by entering the keyword "cookies" in search engines.

The User is informed that by disabling cookies, he/she may not be able to use some of the functions of the mobile application.

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The User has the right to access, withdraw and modify personal data communicated by means of cookies under the aforementioned conditions.

Use of the mobile application

Licence to use

JACQUES'S grants the User a mere personal right to use the mobile application. The license granted is revocable, royalty-free from the date of purchase of the pair of connected devices, non-assignable, non-exclusive and worldwide.

It is meant solely for personal use in accordance with these TOU, for use of the Application and related services only, and for no other purpose. It is strictly prohibited for the User to access and/or to use the source codes of the Application and/or the software components of the Application. The User acquires no intellectual property right in the Application, the content and/or the services, nor any right other than those conferred by these TOU. The User expressly undertakes to ensure that his/her use of the Application in no way infringes the rights of JACQUES'S and, in particular, that his/her use does not constitute an act of counterfeiting, unfair competition or parasitism.

User's obligations

The User undertakes to use the mobile application for personal purposes only and, in this context, to refrain from counterfeiting, reproducing, downloading, representing or modifying all or part of the mobile application, or from hampering the proper functioning of the mobile application, in particular by introducing viruses or any other technology which is harmful to the mobile application or the related services.

The User is entirely responsible for his/her use of the mobile application and the related services. He/she undertakes to use the mobile application fairly and in accordance with these TOU and the applicable laws and regulations, in particular laws relating to intellectual and industrial property.

In any event, the use of the mobile application on its own or in combination with any equipment other than the connected devices shall be at the User's own risk. JACQUES'S can under no circumstances be held responsible for any defects and damage resulting from abnormal or improper conditions of use. Furthermore, JACQUES'S cannot be held responsible for any intervention by a third party or modification carried out on the Application by a third party.

The User furthermore undertakes not to access JACQUES'S mobile application by any means other than by downloading the Application from lawful platforms such as the Google Play Store for Android and the App Store for iOS.

The User may uninstall the Application at any time, for whatever reason.

JACQUES'S reserves the right to suspend the use of the mobile application without notice or legal formality and without compensation of any kind to the User: 1) by order of a court, 2) in a case of force majeure, 3) in case the User has violated these TOU, 4) in case of abusive or fraudulent use of the Application by the User or by a third party acting for the User.

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Updates to the mobile application

Updates to the mobile application will be done automatically to ensure quality of service. Updates are necessary to ensure that the User has access to the best technology, and to provide the information and alerts necessary to operate the connected devices.

The User is informed that he/she has the option to disable automatic updates, but that by doing so he/she shall be responsible for any problems of loss of functionality that may occur due to the use of an obsolete version of the software.

Intellectual property

Content owned by JACQUES'S

- These TOU do not imply any transfer of any kind of intellectual property rights on the content belonging to JACQUES'S;
- The mobile application, trademarks, drawings, models, images, texts, photos, logos, graphic style guides, software and programmes, databases, sounds, videos, domain names, design or any other element composing the mobile application, with the exception of the third-party content defined below, are the exclusive property of JACQUES'S and are protected by any intellectual or industrial property right recognized by the laws in force;
- Any total or partial reproduction and/or representation of one of these rights without the express authorization of JACQUES'S is prohibited and constitutes an infringement;
- Consequently, the User shall refrain from any action and any act likely to directly or indirectly infringe JACQUES'S intellectual property rights.

Content owned by third parties

Content belonging to third parties, such as trademarks, logos, images, texts and sounds (non-exhaustive list) are the exclusive property of their authors and are protected as such by copyrights, trademark or other rights recognized by applicable laws.

The User undertakes not to infringe, either directly or indirectly, the property rights of third parties whose content is to be found on the mobile application, and to refrain from using this content in any manner whatsoever.

The User undertakes to respect all the rights of third parties whose content is to be found on the mobile application.

Hypertext links

Links inserted by the User:

- Hypertext links inserted by the User into the mobile application to other resources on the Internet, in particular to his/her partners, have received prior written and express authorization from JACQUES'S.
- JACQUES'S cannot be held responsible for the content of the information provided about these resources available on the network via the activation of hypertext links.

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- Under no circumstances can any such authorization be deemed to be an implicit affiliation agreement.
- In any event, any hypertext links to the mobile application must be removed at JACQUES'S first request.

Links inserted by JACQUES'S

It is expressly agreed that JACQUES'S will in no way be liable to the User for any hypertext links leading in particular to partner applications or websites, nor for any transactions that the User may make by following these links. As a result, the User is solely responsible for accessing partner websites and for any transactions he/she may make on these websites.

Duration and closure of access to the MYFURY CONNECT Application

The User will have access to the services until the closure of access to the MYFURY CONNECT mobile application by the User or by JACQUES'S.

The User may at any time stop using all or part of the services and uninstall the Application, without notice, without incurring any cost other than that related to the access to the mobile application, and without cause, via the Google Play Store or the App Store.

Force Majeure

In the event of a case of force majeure or an external cause, in particular due to fire, floods, total or partial strikes, company closures, travel hindrances, changes in regulations, energy supply disruptions, malfunctioning or interruptions of the electricity or telecommunications networks, epidemics and pandemics ..., JACQUES'S will be released automatically and without indemnity from its obligations from the date of occurrence of the events and undertakes to warn the User as soon as possible.

Severability

If one or more stipulations of the TOU are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other provisions will retain their full force and scope.

Tolerance

The parties mutually agree that any tolerance of a situation by one party shall not have the effect of granting acquired rights to the other party.

Furthermore, such tolerance may not be interpreted as a waiver of entitlement to invoke the rights concerned.

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Conciliation

The parties agree to implement a conciliation procedure in the event of difficulties of any kind, and before any legal proceedings.

The parties undertake to meet at the request of the more diligent party within eight (8) days from receipt of a letter requesting a conciliation meeting, the agenda having been fixed by the party initiating the conciliation.

Decisions made by mutual agreement shall have contractual value.

However, if no agreement is reached within a period of one (1) month from receipt of the registered letter with acknowledged receipt, the parties will once again be free to take legal action.

This clause is legally severable and shall continue to apply even if these TOU are invalid.

Governing law

French law will apply to both form and substance.

Any dispute relating to these TOU will be brought before the competent courts.

Language

These TOU have been drafted in French and English.

In the event of a dispute between the parties, the French version alone will be deemed valid for legal purposes.

Updates to Terms of Use

JACQUES'S reserves the right to modify the present Terms of Use at any time, in particular to take into account any changes in the technologies used, the publication of new services, and any new laws and regulations.

JACQUES'S encourages the User to consult the latest version of the Terms of Use, available online in the mobile application.

In the event of changes to the TOU, the User shall be notified of the new TOU when he/she next opens the mobile application, and must accept them once again by clicking on the "I agree" button.

The TOU featuring in the link from the mobile application shall prevail over any printed version bearing an earlier date.

In all cases, these TOU shall be deemed to have been read and accepted on the date of first use of the mobile application.

The User may stop using the service at any time, but he/she remains responsible for any previous use.

Last modified: 2 November 2021