

Statement of Rights and Responsibilities

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Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," "Conditions," or "SRR") is our terms of service that governs our relationship with users and others who interact with RemoteMoto. By using or accessing RemoteMoto, you agree to this Statement, as updated from time to time in accordance with Section 9 below.

1. Registration and Account Security

Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on RemoteMoto, or create an account for anyone other than yourself without our written permission.
2. You will not create more than one RemoteMoto account.
3. If we disable your account, you will not create another one without our written permission.
4. You will not use any aspect of RemoteMoto primarily for your own commercial gain.
5. You will not use RemoteMoto if you are under 16.
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password or let anyone else access your account, or do anything else that might jeopardize the security of your account.
8. You will not transfer your account to anyone without first getting our written permission.
9. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

2. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not submit content or take any action on RemoteMoto that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you submit on RemoteMoto if we believe that it violates this Statement or our policies.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people's intellectual property rights, we will suspend or terminate your account when appropriate.

5. You will not use our copyrights or trademarks (including RemoteMoto, the RemoteMoto name or the RemoteMoto Logos), or any confusingly similar marks, unless you have our prior written permission.
6. You will not submit anyone's identification documents or sensitive financial information on RemoteMoto.

3. Safety

We do our best to keep RemoteMoto safe, but we cannot guarantee it. We need your help to keep RemoteMoto safe, which includes the following commitments by you:

1. You will not submit unauthorized commercial communications (such as spam) on RemoteMoto.
2. You will not collect users' content or information, or otherwise access RemoteMoto, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior written permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on RemoteMoto.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not publish or make publically available login information of an account belonging to you or belonging to someone else.
7. You will not bully, intimidate, or harass any user.
8. You will not submit content that: is hate speech, threatening, or pornographic; incites violence; or contains offensive nudity or graphic or gratuitous violence.
9. You will obtain our prior written permission and abide by all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on RemoteMoto.
10. You will not use RemoteMoto to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of RemoteMoto, such as a denial of service attack or interference with page rendering or other RemoteMoto functionality.
12. You will not facilitate or encourage any violations of this Statement or our policies.

4. Privacy

Your privacy is very important to us. We do not share your email address or contact information with any third party without your permission.

5. Submitted Content

Users have the ability to submit content for publication on RemoteMoto. The intention for the content submission feature is to allow users to share information that is beneficial to the adventure riding community.

1. Submitted content must be of a beneficial nature for the users of RemoteMoto.
2. Submitted content must be high quantity.
3. Submitted content must not be repetitious.
4. Submitted content must not be created by computer scripts or any other automated content generation means.
5. Submitted content must be explicitly owned by you or you have the legal rights to not infringe or violate someone else's copyrighted work or violate copyright law.
6. When submitting content to RemoteMoto (including content that is covered by intellectual property rights, like photos and videos (IP content)), you specifically give us the following permission and grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the content submitted to RemoteMoto (IP License). This IP License is established as a permanent ongoing agreement.
7. When submitting content to RemoteMoto, it means that you are allowing everyone, including non-users of RemoteMoto, to access and view that information, and to associate it with you (i.e. your rider name and profile picture).

6. Downloaded General Content Data

All RemoteMoto downloadable general content data is subject to copyright conditions. The act of downloading general content data from RemoteMoto will provide the user with a single private end user licence agreement with the following conditions:

1. Downloaded general content data is made available for the individual users for the private and non-commercial use.
2. Downloaded general content data is non-saleable in whole or part form.
3. Downloaded general content data in whole or part form is non-transferable to other users.
4. Downloaded general content data in whole or part form is non-transferable to the general public.
5. Downloaded general content data in whole or part form shall not be made available for user or public viewing.
6. Downloaded general content data in whole or part form shall not be made available for user or public download.
7. Downloaded general content data in whole or part form shall not be made available for user or public sharing.
8. Downloaded general content data in whole or part form shall not be used in a commercial environment without our written permission.
9. If a user breaches or violates the letter or spirit of this Statement that results in the termination of the user's account then all obtained downloaded general content data will remain governed under the conditions of Section 11 whereby subsections of Section 7 will remain in force to protect against any further breaches or violations.

10. If a user breaches any of the conditions under section 7 that are deemed by RemoteMoto or RemoteMoto's legal counsel to have a negative financial impact, or contribute to loss of earnings or exposure of copyright content, or exposure of intellectual property then the user can be prosecuted for damages and reimbursement as ruled in a Court located at the discretion of RemoteMoto.

7. Downloaded Route Content Data

All RemoteMoto downloadable route related content data is subject to copyright conditions. The act of downloading route related content data from RemoteMoto will provide the user with a single private end user licence agreement with the following conditions:

1. Downloaded route related content data is made available for a user's private and non-commercial navigational purposes.
2. Downloaded route related content data is non-saleable in whole or part form.
3. Downloaded route related content data in whole or part form is non-transferable to other users.
4. Downloaded route related content data in whole or part form is non-transferable to the general public.
5. Downloaded route related content data in whole or part form shall not be made available for user or public viewing.
6. Downloaded route related content data in whole or part form shall not be made available for user or public download.
7. Downloaded route related content data in whole or part form shall not be made available for user or public sharing.
8. Downloaded route related content data in whole or part form shall not be used in a commercial environment without our written permission.
9. If a user breaches or violates the letter or spirit of this Statement that results in the termination of the user's account then all obtained downloaded route related content data will remain governed under the conditions of Section 11 whereby subsections of Section 7 will remain in force to protect against any further breaches or violations.
10. If a user breaches any of the conditions under section 7 that are deemed by RemoteMoto or RemoteMoto's legal counsel to have a negative financial impact, or contribute to loss of earnings or exposure of copyright content, or exposure of intellectual property then the user can be prosecuted for damages and reimbursement as ruled in a Court located at the discretion of RemoteMoto.

8. RemoteMoto Subscription to Premium Route Content and Exploration Routes

RemoteMoto has an option for a subscription to premium content with the following conditions of use.

1. A subscription to premium content and Exploration Routes is made available to users for the price of \$99 including GST for a 12 month period
2. Premium content and Exploration Routes are for private and non-commercial navigational purposes by a valid paid subscription user.
3. Premium content and Exploration Routes are non-saleable data files in whole or part form.
4. Premium content and Exploration Routes in whole or part form are non-transferable to other users.
5. Premium content and Exploration Routes in whole or part form are non-transferable to the general public.
6. Premium content and Exploration Routes in whole or part form shall not be made available for user or public viewing.
7. Premium content and Exploration Routes in whole or part form shall not be made available for user or public download.
8. Premium content and Exploration Routes in whole or part form shall not be made available for user of or public sharing.
9. Premium content and Exploration Routes in whole or part form shall not be used in a commercial environment without our written permission.
10. If a user breaches or violates the letter or spirit of this Statement that results in the termination of the user's account then the user's account will be immediately terminated while any local copies of the subscription premium content and Exploration Routes will be remain governed under the conditions of Section 11 whereby subsections of Section 7 will remain in force to protect against any further breaches or violations.
11. If a user breaches any of the conditions under section 7 that are deemed by RemoteMoto or RemoteMoto's legal counsel to have a negative financial impact, or contribute to loss of earnings or exposure of copyright content, or exposure of intellectual property then the user can be prosecuted for damages and reimbursement as ruled in a Court located at the discretion of RemoteMoto.
12. Subscription refunds are available within a 24 hour period of accessing RemoteMoto and where no subscription premium routes or Exploration Route files have been downloaded from RemoteMoto. Refunds will normally be processed within 48 hours.

RemoteMoto Online Model

RemoteMoto currently operates under a novel and untested online model. This model has been designed with the intention to provide the highest level of user enjoyment and benefit while still remaining administratively viable.

1. If at the discretion of RemoteMoto this online model proves administratively unviable or requires alteration (minor or major) then without prior notice the RemoteMoto online model can be altered.

9. Amendments

1. Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will provide you with seven (7) days notice by posting the change in the RemoteMoto **My Account** area.
2. Your continued use of RemoteMoto following changes to our terms constitutes your acceptance of our amended terms.

10. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of RemoteMoto to you. Termination of an account can be applied on the basis of RemoteMoto's discretion alone. We will notify you by email or at the next time you attempt to access your account. In all such cases, this Statement shall terminate, but the following provisions will still apply: 1.2, 1.3, 1.7, 1.8, 3.5, 3.6, 3.7, 3.11, 3.12, 5.6, 5.7,6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8

11. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or RemoteMoto exclusively in a New Zealand District Court located at the discretion of RemoteMoto.
2. If anyone brings a claim against us related to your actions, content or information on RemoteMoto, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on RemoteMoto and are not responsible for the content or information users transmit or share on RemoteMoto. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on RemoteMoto. We are not responsible for the conduct, whether online or offline, or any user of RemoteMoto.
3. WE TRY TO KEEP REMOTEMOTO UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING REMOTEMOTO AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT REMOTEMOTO WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT REMOTEMOTO WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. REMOTEMOTO IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR REMOTEMOTO, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR REMOTEMOTO WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US

IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, REMOTEMOTO'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Definitions

1. By "RemoteMoto" we mean the features and services we make available, including through (a) our website at www.RemoteMoto.com and any other RemoteMoto branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins (d) other media or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from RemoteMoto or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with RemoteMoto.
4. By "content" we mean anything you or other users submit for publication on RemoteMoto that would not be included in the definition of information.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from RemoteMoto or provide to RemoteMoto through Platform.
6. By "submit" we mean submit for publication on RemoteMoto or otherwise make available by using RemoteMoto.
7. By "use" we mean use, run, copy, publicly perform, view, display, or distribute.
8. By "user" we mean a person meeting the criteria of section 1 who has created an account on the RemoteMoto application "signup" page.
9. By "RemoteMoto's competition" or "competition" we mean any website, business or individual that provides information of a similar nature to RemoteMoto for a fee or free of charge in any format.