



# TAKE ME OUT Project - Terms and Conditions

Here at TAKE ME OUT Project Community, we're keen to help people and organisations take forward their ideas - by providing a networking platform connecting people, interested in outdoor education and play, by enabling people to share resources and knowledge. It's important to have a few house rules to make sure TAKE ME OUT Project works for all involved.

Your continued use of the TAKE ME OUT Project website constitutes your acceptance of the Terms and Conditions. If you have any questions or concerns about any part of these, please do contact us on [info@trochuinak.sk](mailto:info@trochuinak.sk).

## 1. INFORMATION ABOUT US

www.takemeoutproject.eu is a website operated by INAK, Slovakia ("TAKE ME OUT Project", "TAKE ME OUT", "TMO", "we" or "us"). We are a civil association registered in Slovakia on April 10th 2014 under registration number VVS/1-900/90-43585 and our registered address is at: Veternícka street 112/9, 967 01 Kremnica, Slovakia. Our Identification Number (IČO) is 42361141 and VAT number (DIČ) is 2024153912.

## 2. TERMS OF WEBSITE USE

2.1 This Agreement tells you the terms of use on which you may make use of our website www.takemeoutproject.eu (the "TMO Site"), whether as a guest or a registered user using the services offered by INAK through the Site (the "TMO Service").

2.2 Before registering for the TMO Service or using the TMO Site, you must take the time to read and fully understand this Agreement. By using the TMO Site without registering, you affirm that you are bound by this Agreement each time you access the TMO Site. By registering for the TMO Service, you accept that you are entering into a contract with us on the terms of this Agreement. You are also responsible for ensuring that all persons who access the TMO Site and the TMO

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Service through your internet connection are aware of, and abide by, the terms of this Agreement.

2.3 INAK may revise this Agreement (the "Revised Agreement") at any time by amending this page. When we do so, we will notify you of the fact that there is a Revised Agreement on the home page of the TMO Site and post a link to the Revised Agreement there. Your continued use of the TMO Site constitutes your acceptance of the terms of the Revised Agreement. If you do not agree to be bound by the terms of the Revised Agreement then do not continue to use or access the TMO Site.

### 3. ACCESSING OUR TMO SITE AND THE TMO SERVICE

3.1 You must be at least eighteen years of age to use the TMO Service. By using the TMO Service, you represent and warrant that you are eighteen years or older. Any use of the TMO Service by anyone under the age of eighteen is strictly prohibited and is in violation of this Agreement.

3.2 Access to our TMO Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our TMO Site without notice (see below). We will not be liable if for any reason our TMO Site is unavailable at any time or for any period.

3.3 The TMO Site may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any omission, interruption, error, delay, deletion, or defect in operation of the TMO Site. We are not responsible for any technical malfunction or other problems of any computer systems, servers or providers, software, failure of email or players resulting from or in connection with any technical problems or traffic congestion on the Internet, including injury or damage to you or to any other person's computer or other hardware or software, related to or resulting from using or downloading materials in connection with the Internet and/or in connection with the TMO Service or any Platform Applications (see below).

3.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this Agreement.

3.5 When using the TMO Site, you must comply with the provisions of the Take me out Community Principles.

3.6 Take me out Project is not an internet service provider. In order to use the TMO Service, you must have internet access and all the software and skills required for email and web usage.

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## 4. OUR TMO SITE CHANGES REGULARLY

We aim to update our TMO Site regularly and may change content at any time. If the need arises, we may suspend access to our TMO Site, or close it indefinitely. Any of the material on our TMO Site may be out of date at any given time, and we are under no obligation to update such material.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 We are the owner or the licensee of all the intellectual property rights in our TMO Site, and in the material published on it, unless otherwise stated. This includes content, information, pictures, images, sounds, videos, graphics, software, or files of any kind whatsoever that you or any other Registered User posts on the TMO Site or otherwise makes available or accessible to other Registered Users or users of the TMO Site and TMO Service ("Content"). Content is protected by copyright laws and treaties around the world. All such rights are reserved.

5.2 By submitting Content, you:

- a. are representing and warranting that:
  - i. you are fully entitled to do so;
  - ii. you are the sole owner of the Content or are otherwise authorised by the owner of the content to post the Content on the TMO Service;
  - iii. the posting of the Content on the TMO Service will not violate the rights (including intellectual property rights) of any third party or any applicable laws, whether criminal, tortious or otherwise;
  - iv. the Content will comply with this Agreement, including the Take me out Community Principles.
- b. authorise us to use, copy, adapt, distribute and disclose the Content at our discretion, and so waive your moral rights in the Content in question.

5.3 You agree to pay for all fees, royalties or any other payments owing to any third party by reason of your posting of the Content.

5.4 You may print off one copy, and may download extracts, of any page(s) from our TMO Site for your personal reference and you may draw the attention of others within your organisation to material posted on our TMO Site. You must not modify the paper or digital copies of any material you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

5.5 Our status (and that of any identified contributors) as the authors of material on our TMO Site must always be acknowledged.

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5.6 You must not use any part of the materials on our TMO Site for commercial purposes without obtaining a licence to do so from us.

5.7 If you print off, copy or download any part of our TMO Site in breach of this Agreement, your right to use our TMO Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 6. REGISTERING AS A REGISTERED USER

6.1 Users who are eligible to register and are registered in accordance with the terms of this Agreement on the TMO Service are known as "Registered Users". If you are accessing Take me out Project on behalf of a Company or other legal entity, you are nevertheless individually bound by these conditions.

6.2 In consideration of your use of the TMO Service, you undertake to:

- a. register for the TMO Service using true, accurate and current information about yourself - including your correct name, email address and any other requested details ("Your Details");
- b. maintain at all times the confidentiality of your password and not disclose your password to any third party;
- c. be responsible for the use of your Registered User account including all actions that take place using your account; and
- d. notify us immediately if you suspect there has been unauthorised use of your Registered User account.

## 7. REGISTERED USER CONDUCT AND TERMINATION

7.1 You agree to use the TMO Service only for your personal non-commercial use.

7.2 The TMO Service is intended to be used by its Registered Users for the purposes referred to in this Agreement. Accordingly, you must not use the TMO Service or the TMO Site generally in an unlawful manner or in a manner that breaches this Agreement.

7.3 If you breach any clause of this Agreement we may terminate your membership with or without notice to you.

7.4 We reserve the right in our sole discretion:

- a. to suspend or terminate your or any Registered User's access to the TMO Service, or parts of it; and/or

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b. to remove or require you or any other Registered User to remove Content, if you or the relevant Registered User or Content appears to us, or to a complainant, to be in breach of any provision of this Agreement.

7.5 You are responsible for everything which is done on or through the TMO Service while your membership account is logged on to the TMO Service, or through your email address(es).

## 8. YOUR PRIVACY

8.1 This Agreement incorporates by reference the terms of the Take me out Project Privacy Policy (see section 9. Privacy Policy). By agreeing to this Agreement, you give your consent to the way we may handle your personal data as detailed in the Privacy Policy.

## 9. PRIVACY POLICY

9.1 Processing your personal information is important for the TMO Site operator. We process personal data in accordance with Personal Data Protection Act No. 18/2018 Coll.

9.2 Any information we obtain during your use of our website will be processed by INAK, Slovakia, the TMO Site operator. We will use the information solely for the purposes of statistical evaluation (Google Analytics) and not to make any personal data evaluations whatsoever.

9.3 The personal information you provide to INAK, o.z. Slovakia when registering for the website private zone, filling out contact forms, or by e-mail or other means will be treated confidentially. We will use your details solely to process your request and not provide them to any third parties. For this purpose, your personal data will be obtained and processed to the extent as follows: your name and surname, school address, e-mail address, and password of your choice. Your e-mail address will serve solely as a user name for you to log in and use the [www.takemeoutproject.eu](http://www.takemeoutproject.eu) website.

9.4 We need to store your personal data for as long as your User Account exists. Once your User Account is cancelled, your personal data will be processed according to applicable laws and then deleted. You have the right to request to have your personal data deleted after your account is no longer used.

9.5 If you wish to terminate your User Account altogether, you may request so at any time via the contact form. Your User Account will be deleted immediately.

9.6 If you wish to subscribe to our free Newsletter, we will need you to provide us with your e-mail address. The details provided by you will be used solely for the purpose of sending the Newsletter. By confirming your subscription, you acknowledge your consent to our processing

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your e-mail address, log-in page, and other data you provide voluntarily for the above purpose. You may unsubscribe from the Newsletter at any time – in which case your e-mail address will be deleted immediately from our mailing list.

## 10. CONSENT TO PERSONAL DATA PROCESSING

10.1 To register your online account and enable its use, we will need your personal information as listed in the registration form (your name, surname, e-mail address, password). The use of the data requires your consent, which you may revoke at any time by e-mailing to [info@trochuinak.sk](mailto:info@trochuinak.sk). Revocation of your consent will result in cancellation of your online account registration.

10.2 Your data will be retained for as long as your consent is valid, but not longer than until your online account registration is cancelled. For more information on data protection, please see Section 9. PRIVACY POLICY.

10.3 By crossing the box, you are granting your consent to INAK, o.z. regarding the processing of your personal data under the terms herein.

## 11. ALERTING US AND REMOVAL OF CONTENT

11.1 You acknowledge that we are not and cannot be responsible for the Content or behaviour of other Registered Users – whether on the TMO Service or outside of it. We only provide a venue where the TMO Service may be accessed.

11.2 If you see anything on the TMO Service which appears to breach any clause of this Agreement, then please contact us to inform us by emailing us at [info@trochuinak.sk](mailto:info@trochuinak.sk).

11.3 You acknowledge that we may delete or remove any Content, without notice and in our sole discretion, for any reason, including Content that we decide in our sole discretion breaches this Agreement including the Take me out Community Principles, or which might be inconsistent with the Take me out brand values.

## 12. THIRD PARTIES

12.1 The TMO Service contains links to third party websites ("Third Party Sites"). We have no control over the content of Third Party Sites and accept no responsibility for them or for any

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cancellation, loss or damage that may arise from your use of them. You acknowledge that you access and use Third Party Sites from the TMO Service at your own risk.

12.2 From time to time we may enter into platform services agreements with third parties. These are agreements that allow third parties to install third party software, content, material or applications on the TMO Service to retrieve data and/or to install applications on third party websites that retrieve data made available on third party sites for use by Registered Users on the TMO Service ("Platform Applications").

12.3 You may elect whether or not to use Platform Applications. When using a Platform Application, the third-party provider may require you to agree to its own terms and conditions before proceeding. If you do not wish to be bound by such terms and conditions, do not agree to them and cease your installation of the relevant Platform Application. We accept no responsibility for Platform Applications or for any loss or damage that may arise from your use of them. You acknowledge that you install Platform Applications at your own risk.

## 13. DISCLAIMER AND RELEASE

13.1 The TMO Site, the TMO Service, any Platform Applications and the Content are provided "as-is" and we disclaim any and all representations and warranties, whether express or implied, including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. We cannot guarantee and do not promise any specific results from use of the TMO Site and/or the TMO Service, and/or any Platform Applications. We do not represent or warrant that software, Content or materials on the TMO Site, the TMO Service, or any Platform Applications are accurate, complete, reliable, current or error-free or that the TMO Site or TMO Service, its servers, or any Platform Applications are free of viruses or other harmful components. Without limiting the foregoing, you understand and agree that you download or otherwise obtain content, material, data or software from or through the TMO Service and any Platform Applications at your own risk and that you will be solely responsible for your use of them and any damages to your computer system, loss of data or other harm of any kind that may result.

13.2 We accept no responsibility for the truth or accuracy of any material available on the TMO Service and TMO Site, whether provided by Registered Users or others. We disclaim all liability arising from any reliance placed by any person on material available on the TMO Service and TMO Site.

13.3 We encourage Registered Users to report misleading or false information and Content to the Take me out Project website administrators using the following email address: [info@trochuinak.sk](mailto:info@trochuinak.sk).

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## 14. EXCLUDED LOSS

14.1 To the fullest extent permitted by law, in no event will we, or our directors, employees or agents be liable to you or any third party for any direct, indirect, special, consequential, exemplary or incidental loss or damage caused to you or your hardware, software, data or information, or for any loss of data, profit, revenue or business, arising from your use of the TMO Site or the TMO Service, any Platform Applications, or Content, information or other materials on the TMO Site, even if we have been advised of the possibility of such loss or damages.

14.2 We will also not be liable for any failure to perform any of our obligations under this Agreement caused by matters beyond our reasonable control.

## 15. INDEMNITY

You agree to indemnify and hold Take me out Project and its affiliates harmless from all loss, liabilities, claims, demands and expenses (including reasonable legal fees) made by any third party that may arise from any breach of this Agreement by you or through a machine on which you access the TMO Service or otherwise in relation to any software, Platform Application or Content you post or share on the TMO Site or via the TMO Service.

## 16. ASSIGNMENT

16.1 We reserve the right to assign this Agreement, and to assign, subcontract or otherwise transfer any or all of our rights and obligations under this Agreement.

16.2 You may not without the written consent of Take me out Project assign or dispose of this Agreement or any of your rights or obligations under it.

## 17. ENTIRE AGREEMENT

17.1 This Agreement contain the whole of this Agreement between us and you concerning the TMO Service and they replace all earlier agreements and understandings with you, except for any fraud or fraudulent representation by either of us.

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17.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

## 18. SEVERABILITY

In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

## 19. YOUR CONCERNS

If you have any concerns about material which appears on our TMO Site, or you wish to contact us, please do so at [info@trochuinak.sk](mailto:info@trochuinak.sk).

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