

Outdoor Aficionados General Terms and Conditions of Use

Updated on: Version in force as of 11 July 2024

Welcome to OUTDOOR AFICIONADOS.

OUTDOOR AFICIONADOS exists to WALK ALONG WITH YOU.

We aim to make your rights and responsibilities relating to these terms in the User Agreement clear and easy to understand.

This current version of User Agreement comprises these terms. PLEASE REVIEW THEM CAREFULLY. If you have any questions about these terms or our Privacy Policy, you can contact us any time at support@outdooraficionados.com.

1 . Scope

The Company Asklepios Med Tech Srl (hereinafter “**Asklepios Med Tech**”) offers users a support platform for community hiking tours in the form of a mobile application and a website (hereinafter “**Platform**”). The Platform allows users to:

- (i) Plan hiking tours with itineraries that include points of interests, with photos, access to shelters recovered via the Refuges API, and information specific to the hiking tour and potential dangers
- (ii) View and participate in hiking tours suggested by users, which contain the itinerary, descriptions and information, duration, length in km, difficulty and altitude difference.
- (iii) Add photos to the shared gallery of a completed hiking tour
- (iv) Signal dangers
- (v) Launch or reach SOS signals when the user is in danger and notify users located within 15 km from them
- (vi) Read rescue guides in pdf format

The purpose of these General Terms and Conditions of Use is to regulate the access to and use of the Platform. Please read them carefully. You agree and acknowledge that Asklepios Med Tech is not party to any agreement, contract or contractual relationship of any kind between the Members of its Platform.

By registering, you acknowledge that you have read and accept in full these General Terms and Conditions of Use.

2. Definitions

In this document,

“Asklepios Med Tech” means the Company Asklepios Med Tech Srl;

“GTCU” means these General Terms and Conditions of Use;

“Account” means the account that must be created in order to become a Member and access certain services offered by the Platform.

“Coins” means the number of points a Member has in his/her personal Account;

“Organiser” means the user who suggests on the Platform a hiking tour with the itinerary and information defined by him/her;

“Member’s Content” has the meaning assigned in Article 13.2 below;

“Request to Participate” means the request of a Participant who wishes to book a place in a hiking tour;

“Member” means any individual who has created an Account on the Platform;

“Participant” means the Member who wishes to participate, via the Platform, in the hiking tour of an Organiser;

“Participation” means the acceptance by an Organiser of a Request to Participate;

“Place” means the place booked by a Participant in the hiking tour of an Organiser;

“Platform” means the Outdoor Aficionados Platform, accessible via the mobile application and the website;

“Public Profile” means the set of personal information that is likely to be communicated to other Members who wish to book a place in a hiking tour via our Platform, whom the Member may contact;

“Hiking Tour Suggestion” means a suggestion of a hiking tour made by an Organiser to a Participant;

“Organiser's Hiking Tour” means the hiking tour published by an Organiser on the Platform, for which the Organiser accepts to act as guide for the Participants;

“Services” means the set of services provided by Asklepios Med Tech via the Platform;

3. Registration on the Platform and Creation of an Account

3.1. Conditions for registration on the Platform

The use of the Platform is reserved for individuals aged 18 or over. By accessing, using or registering on the Platform, you represent and warrant that you are 18 years of age or older.

3.2. Account Creation

The Platform allows connecting Organisers and Participants who wish to share a hiking tour itinerary. You may only use the Platform as Organiser if you have created an Account, become a Member and downloaded the mobile application.

To create your Account, you must fill in all the required fields of the registration form.

You may enter additional information in your profile, in particular your mailing address.

When you create your Account or enter additional information in your profile, you agree to provide accurate and truthful personal information and to update such information via your profile or by notifying Asklepios Med Tech in order to ensure information relevance and accuracy throughout your contractual relationship with Asklepios Med Tech.

You undertake not to share your Account with a third party. In this regard, you are solely liable for the use of your Account by a third party if you have not notified Asklepios Med Tech expressly about the fraudulent use of your Account by a third party.

You undertake not to create or use, under your own identity or that of a third party, other Accounts than the one initially created.

For purposes of transparency, improving trust or participation, or fraud detection Asklepios Med Tech reserves the right to ask Members to send a photo of their identity document (or to put in place a system to verify certain information provided by Members in their profiles, such as the telephone number or an identity document).

4. Use of the Services

4.1. Publication of a hiking tour as Organiser

As Organiser and subject to compliance with the conditions below, you can create and publish hiking tours on the Platform by providing information about the itinerary you wish to follow (departure and arrival locations, departure date and time, arrival date, preferred route etc.).

You acknowledge that you are solely liable for the content of the hiking tour you publish on the Platform. Consequently, you represent and warrant that all the information contained in your hiking tour is accurate and truthful and you undertake to follow the itinerary as described.

Asklepios Med Tech reserves the option to withdraw, at its discretion and without prior notice, any hiking tour that does not comply with the GTCU or is deemed to be harmful to its image or the image of the Platform or Services.

4.2. Request to Participate

Asklepios Med Tech has put in place an online Participation system for the hiking tours suggested by Organisers on the Platform.

When a Participant wishes to participate in a hiking tour with a given itinerary, he/she enters in the search bar and/or filters all the information about an itinerary (departure and arrival locations, desired departure date and time, etc.). The Participant can also simply book a place in a hiking tour proposed by an Organiser via the Map View.

The Organiser is then free to accept or reject the Request to Participate.

As soon as his/her Request to Participate is accepted by an Organiser, the Participant is notified by e-mail.

The Participant and the Organiser shall then communicate to determine the final details of their hiking tour, if necessary, via the telephone number provided on the Platform. Subsequently, you shall be solely liable for the performance of the contract between you and the other Member.

4.3. Nominal nature of the Participation and means to use the Services for the account of a third party

Any use of the Services, as a Participant or as an Organiser, is nominal. The Organiser, as well as the Participant, must correspond to the identity communicated to Asklepios Med Tech and to the other Members participating in the hiking tour.

In addition, the Platform is meant for the Participation of individuals. It is therefore forbidden to book a Place for an object, a package, an animal or any tangible item.

5. Non-commercial and non-professional purpose of the Services and the Platform

You undertake not to use the Services and the Platform for professional or commercial purposes and to use the Services and the Platform only in order to contact, for non-professional and non-commercial purposes, persons who wish to share a hiking tour with you.

Asklepios Med Tech reserves the option to suspend your Account if you use the Platform as part of a commercial activity.

6. Cancellation policy

Asklepios Med Tech does not provide any warranty of any kind in case of a Participation cancellation, for any reason, by a Participant or an Organiser.

The cancellation of a Place booked in a hiking tour by the Organiser or the Participant after the Participation has been confirmed must be done in the application.

If the cancellation occurs before departure for reasons due to the Participant, the Place(s) cancelled by the Participant for that hiking tour shall be made available to other Participants who can book them online and shall be therefore subject to these GTCU.

7. About Safety

At OUTDOOR AFICIONADOS, safety is of the utmost importance to us. Please take the time to read the below safety warnings carefully.

Participating in mountain or outdoor sports is potentially dangerous and it is your responsibility to always evaluate the risks of taking part in an activity in any particular area or particular conditions.

It is your responsibility to check the weather forecast and safety bulletins such as the avalanche forecast. Always make sure you have the right equipment for the terrain and the conditions, tell people where you are going and always have an alternative plan. The outdoors can potentially be a dangerous and dynamic environment.

When you are in any resort, national park or outdoor area, familiarize yourself with, and abide by, the stated rules and regulations at all times.

The OUTDOOR AFICIONADOS service is for recreational use. Use of the OUTDOOR AFICIONADOS mobile app, the OUTDOOR AFICIONADOS website (OUTDOOR AFICIONADOS.com), and any associated products and services is at your own risk. The OUTDOOR AFICIONADOS service is not a safety device and must not be relied upon as a navigation safety tool.

Safety is an individual assessment and YOUR responsibility. We recommend being sensible, staying alert and respecting the mountain and other people.

Asklepios MEDTECH excludes any liability for:

- ✓ satellite images;
- ✓ the data and information retrieved from the maps;

- ✓ the changes (content, level of danger, etc.) made by individuals and legal entities on the routes entered in the maps and in the satellite images ;
- ✓ routes taken by users in their account from other OUTDOOR AFICIONADOS users or from other external sources and used on the site for orientation and navigation

Also, be aware that the situation on the ground can change over time, sometimes from one day to the next. Roads and paths may become temporarily or permanently more difficult or even technically impassable or forbidden to access, new roads and paths may appear, the risk of travel may increase, the legal regime or their condition may change.

Likewise in the case of cabins and refuges, markers and other elements of tourist interest. Legislation and its interpretation, the powers of some authorities and the owners or administrators of some roads, lands or buildings change, sometimes quickly and unpredictably.

Therefore, the author and editor of the app, despite the best documentation efforts, cannot assume responsibility for the accuracy and timeliness of the information and therefore for the practicability and character of the roads and paths depicted on the map and the routes recommended or recorded on the map.

Users must have the necessary equipment, knowledge, training and experience to travel the routes recommended or highlighted on the map or planned with its help, they must know and respect the safety rules specific to the form of active tourism or mountain sports in question, taking into account the weather forecasts , by the uncertainties and objective risks specific to mountainous or natural areas in general, respectively public roads, by the characteristics of the group and other elements, and to be prepared for unforeseen situations.

They must get information on the situation on the ground and recent developments, including in terms of facilities, rules and events, know and respect road, forestry and natural protected areas legislation and other applicable rules depending on the routes, the areas concerned and the activities carried out, not being able to consider the author or publisher of the app , responsible for any accidents or incidents produced or suffered.

8. Behaviour of Platform Users and Members

8.1. Commitment of all Platform Users

You acknowledge that you are solely liable for complying with all laws, regulations and obligations applicable to your use of the Platform.

In addition, by using the Platform, you undertake:

- (i) not to use the Platform for professional, commercial or profit-making purposes;
- (ii) not to provide Asklepios Med Tech (in particular, when you create or update your Account) or other Members with any information that is untrue, misleading, deceptive or fraudulent;
- (iii) not to make any statement, engage in any behaviour or publish any content on the Platform that is defamatory, abusive, obscene, pornographic, vulgar, offensive, aggressive, inappropriate, violent, threatening, harassing, racist, xenophobic, sexually oriented, inciting hatred, violence or discrimination, encouraging illegal activities or the use of illegal substances or, more generally, contrary to the purposes of the Platform, which may harm the rights of Asklepios Med Tech or a third party or contravene moral standards;
- (iv) not to harm the image rights of Asklepios Med Tech, and, in particular, its intellectual property rights;
- (v) not to open more than one Account on the Platform and not to open Accounts in the name of third parties;
- (vi) not to contact another Member, in particular via the Platform, for purposes other than to define the details of the hiking tour;
- (vii) to comply with these GTCU and the Privacy Policy.

8.2. Organisers' commitments

In addition, if you use the Platform as Organiser, you undertake:

- (i) to comply with all laws and regulations, and in particular, to have a valid third-party liability insurance at the time of the hiking tour;
- (ii) no to take any risks and not to consume any product likely to alter your attention and capacity;
- (iii) to publish only hiking tours that correspond to the itineraries effectively envisaged;
- (iv) to perform the hiking tour as described and to observe the schedule and the places agreed with the other Members (in particular, the meeting place and the arrival place);
- (v) in case of impediment or change of schedule or itinerary, to inform your Participants without delay;
- (vi) in case of a cross-border itinerary, to possess and have available for the Participant(s) and any authority that may request them any documents that justify your identity and your right to cross the border;
- (vii) to make sure that you can be reached by your Participants by phone, at the number indicated in your profile;
- (viii) not to generate any benefits via the Platform;
- (ix) to behave properly and responsibly while following the itinerary, in compliance with the spirit of hiking tours.

8.3. Participants' commitments

If you use the Platform as Participant, you undertake:

- (i) to behave in a respectful and appropriate manner during the hiking tour so as not to disturb the comfort of the other Participants or the smooth running of the hiking tour;
- (ii) in case of impediment, to inform the Organiser without delay;
- (iii) to be present at the meeting place at the agreed time and to wait for the Organiser at least 15 minutes after the agreed time;

(iv) to provide Asklepios Med Tech or any Organiser that requests so with your identity card or any document able to certify your identity;

(v) not to transport during the hiking tour any object, merchandise, substance or animal which might disturb the hiking tour or whose nature, possession or transport is contrary to the legal provisions in force.

(vi) in case of a cross-border itinerary, to possess and make available to the Organiser and any authority that may request them any documents that justify your identity and your right to cross the border;

(vii) to make sure that you can be reached by the Organiser by phone, at the number indicated in your profile, in particular at the meeting place.

9. Account suspension, access limitation and termination

You can terminate your contractual relationship with Asklepios Med Tech at any time, free of charge and without being required to provide reasons. For this purpose, you can simply ask the removal from your profile page or via the support address support@outdooraficionados.com.

If (i) you breach these GTCU, in particular your obligations as Member mentioned in Article 7 above, if (ii) Asklepios Med Tech has reasons to believe that it is necessary in order to protect its security and integrity and the security and integrity of its Members or third parties or in order to prevent fraud or for investigation purposes or (iii) if Asklepios Med Tech has sound reasons to believe that you use the Services and the Platform for commercial or professional purposes, Asklepios Med Tech reserves the option to:

(i) remove any content published by you on the Platform; and/or

(ii) limit your access to and use of the Platform; and/or

(iii) suspend your Account temporarily or permanently

10. Personal data

As part of your use of the Platform, Asklepios Med Tech needs to collect and process certain of your personal data. By using the Platform and registering as Member, you acknowledge and accept the processing of your personal data by Asklepios Med Tech in accordance with the applicable law and the provisions of the Privacy Policy.

11. Intellectual property

11.1. Content published by Asklepios Med Tech

Subject to the content provided by its Members, Asklepios Med Tech is the sole owner of all the intellectual property rights pertaining to the Service, the Platform, its content (in particular, the texts, images, drawings, logos, videos, sounds, data, graphics), as well as of the software and databases that support their functioning.

Asklepios Med Tech grants you a non-exclusive, personal and non-transferable license to use the Platform and the Services, for your personal and private use, on a non-commercial basis and in accordance with the purposes of the Platform and the Services.

You shall refrain from any other use or operation of the Platform and the Services and their content in the absence of a prior written authorisation from Asklepios Med Tech. In particular, you shall not:

- (i) reproduce, modify, adapt, distribute, publicly represent, disseminate the Platform, the Services and their content, except as expressly authorised by Asklepios Med Tech;
- (ii) decompile or reverse engineer the Platform or the Services, except where allowed by the provisions in force;
- (iii) extract or attempt to extract (in particular by using data mining robots or any other similar data collection tool) a substantial part of the Platform data.

11.2. Content published by you on the Platform

In order to ensure the provision of the Services in accordance with the purpose of the Platform, you grant Asklepios Med Tech a non-exclusive licence to use the content and data

you provide as part of your use of the Services (hereinafter “**Member's Content**”). In order to enable Asklepios Med Tech to disseminate via digital networks, using any communication protocol (in particular, the Internet and mobile networks), as well as to make available to the public the content of the Platform, you authorise Asklepios Med Tech, worldwide and throughout your contractual relationship with Asklepios Med Tech, to reproduce, represent, adapt and translate your Member's Content as follows:

(i) you authorise Asklepios Med Tech to reproduce all or part of your Member’s Content on any digital recording medium, known or unknown to date, and in particular on any server, hard disk, memory card, or any other equivalent medium, in any format and by any process known or unknown to date, to the extent necessary for any storage, backup, transmission or downloading operation related to the functioning of the Platform and the provision of the Service;

(ii) you authorise Asklepios Med Tech to adapt and translate your Member’s Content, as well as to reproduce such adaptations, on any digital medium, present or future, stipulated under (i) above, for the purpose of providing the Services, in particular in different languages. This right includes in particular the capacity to make, while observing your moral rights, changes to the layout of your Member’s Content in order to align it to the graphic charter of the Platform or to make it technically compatible for publication via the Platform.

12. Role of Asklepios Med Tech

The Platform is an online platform connecting Organisers and Participants. It is the responsibility of every Member to publish Hiking Tour Suggestions/Requests to Participate and to accept or not the Members suggested to him/her.

By using the Platform and accepting the GTCU, you acknowledge that Asklepios Med Tech is not party to any agreement between you and the other Members.

Asklepios Med Tech does not have any control over the behaviour of its Members and Platform Users. Asklepios Med Tech does not own, operate, provide, manage or suggest any hiking tour on the Platform.

You acknowledge and accept that Asklepios Med Tech does not control the validity, truthfulness or lawfulness of the proposed hiking tours. As an intermediary with regard to the hiking tours, Asklepios Med Tech does not provide any hiking tour service and does not act as Organiser; the role of Asklepios Med Tech is limited to facilitating access to the Platform.

Members (Organisers and Participants) act under their sole and full liability.

As an intermediary, Asklepios Med Tech may not be held liable for the actual performance of an itinerary, in particular in case of:

- (i) inaccurate information communicated by the Organiser about his/her hiking tour and its details;
- (ii) cancellation or modification of a hiking tour by a Member;
- (iii) the behaviour of Members before, during or after the hiking tour.

13. Platform functioning, availability and functionalities

Asklepios Med Tech shall make every effort to maintain, to the extent possible, the Platform available 7 days a week and 24 hours a day. However, access to the Platform may be temporarily suspended, without prior notice, in case of maintenance technical operations, migration, updates or power outage or constraints related to the operation of networks.

In addition, Asklepios Med Tech reserves the right to modify or interrupt, at its sole discretion, temporarily or permanently, fully or partially, the access to the Platform or its functionalities.

14. Changes to GTCU

These GTCU and the documents incorporated herein by reference express the entire agreement between you and Asklepios Med Tech regarding your use of the Services. Any other document, in particular any mention on the Platform (FAQ, etc.), is only indicative.

Asklepios Med Tech may be required to make changes to these General Terms and Conditions of Use in order to adapt to its technological and commercial environment and to comply with

the regulations in force. Any change to these GTCU will be published on the Platform with a mention of the update date and may be notified to you by Asklepios Med Tech before its effective date.

15. Governing law – Disputes

These GTCU have been drawn up in French, English and Roumanian and are governed by roumanian legislation.

You may also submit any complaints you may have regarding our Platform or Services on the dispute resolution platform provided by the European Commission, which is available here. The European Commission will forward your complaint to the competent national mediators. In accordance with the rules applicable to mediation, you are required, prior to any request for mediation, to notify in writing Asklepios Med Tech of any claim in order to reach an amicable settlement.

16. Legal notice

The Platform is edited by the Company Asklepios Med Tech Srl, (Intracommunity VAT registration number: RO18032021) having its registered office in Pitesti City, no 23, Depozitelor Street, room 3, second floor, Arges, Romania

For any question you can contact Asklepios Med Tech Srl at support@outdooraficionados.com.

17. Use of the third party API

The Outdoor Aficionados application uses APIs to guaranty a high quality service for its users.

17.1. Refuges API

Refuges.info is a personal et non-commercial web service allowing to find information about mountain shelters for hikers. This service is collaborative and the information about shelters

(coordinates, comments and discussions) have been contributed by all the users of the service.

The Refuges API allows to receive in various formats a list of locations, detailed information about a certain location or the results of special requests, such as a search locations points or new contributions. The API is available read-only and no authentication or API key is required.

It is possible to report bugs or application reviews at [page github de refuges.info](https://github.com/refuges.info)

The data on the Refuges.info website are provided under a [CC By-Sa 2.0](https://creativecommons.org/licenses/by-sa/2.0/) licence, however the API also allows to retrieve data from OpenStreetMap via its search function; such data are provided under a [ODbL](https://openstreetmap.org/help/odbl/) licence. More information about the [content licence](#), the [OpenStreetMap licence](#).

17.2. Mapbox API

For the map system, we use Mapbox API, a service from Mapbox Inc (headquartered in 740, 15th Street NW, Washington, USA), hereinafter “Mapbox”.

When you open one of the pages of the application that integrates the Mapbox service, Mapbox stores data in the network of your device. The information about your use of the application, including your IP address, are sent to and stored on a Mapbox server located in the United States. These data are processed for the purpose of viewing the application or ensuring the functionality of the Mapbox service. Mapbox may share this information with third parties if required by law or if the information is processed by third parties on behalf of Mapbox.

The conditions of the services provided by Mapbox, available at <https://www.mapbox.com/tos/#maps> contain more details about the use of Mapbox and the data obtained from Mapbox.

If you do not agree with this processing, you can dismiss the installation of the service by refusing geolocation, but you will no longer be able to fully use the Outdoor Aficionados application.

Mapbox also provides at <https://www.mapbox.com/privacy/> additional information about data collection and use, as well as about your rights and options in terms of privacy protection.

18. Age limit

If you have not reached the age limit required to manage your own account, you must have permission from a parent or legal guardian to use an account. Please ask a parent or legal guardian to read these terms and conditions together with you.

If you are a parent or legal guardian, and you authorise your child to use the services, these terms and conditions apply to you and you are responsible for your child's activities while using these services.