

General terms of use – Application Explore Prekmurje

General terms of use, issued on the 1st of October 2019

This service allows members to access profiles or other users in the communication platform Explore Prekmurje. The Service is provided by Bistra hiša Martjanci – Smart House Martjanci, Martjanci 36, 9221 Martjanci. The Service is free of charge for the Members and end user.

Before the use of the application, carefully read the terms and conditions below, as they form part of a legally binding agreement between yourself and us. By continuing to download and/or use the application you confirm that you agree with these conditions. You thereby agree with the statement "I have read the terms and conditions of use of the services offered by the application and I confirm that I have accept them". If you do not agree to these terms and conditions, you may not become a Member or use our application.

This signifies that you agree with the use of the application and with the terms in relation to its use. By becoming a Member and by intending to use the service, you agree with the terms and conditions.

1. Definitions

In these conditions, the following terms have the following meanings, unless the context demands otherwise:

- a. "Intellectual Property Rights" signify all patents, database rights, copyrights, design rights (registered or unregistered), trademarks (registered or unregistered), and other similar rights, located wherever in the world, together with the right to apply for protection of the these;
- b. The term "Agreement" signifies the agreement between you and us and contains the conditions for the provision of the service;
- c. The term "Liability" signifies the Liability for any and all damages, claims, proceedings, actions, awards, consumption, costs and any other losses and/or obligations;
- d. The term "Service" signifies the service provided by us for you, whereby we allow you to browse the application, enable you to contact other members via the applicaton and to be contacted by other members and users via the website or the application and/or to post information on the website or application;
- e. The term »Member« means any subject (individual, company, association ...) from the tourism sector, which wants to present its offer/services in our Application Explore Prekmurje and which has been approved by us.

A Member can become subject from sector tourism who completes the questionnaire (provided by us) with the required information and agrees that its personal data may be used for the purposes of the mobile geomatic application under Operation Prekmurski turistični vrtiljak and for the purposes of internal and external evaluation, for the preparation of the substantive and financial report of the control bodies and other bodies controlling the use of public funds and the storage of data in the LAG archive.

- f. The term "Profile" signifies the part that includes data, photos and/or information about you;
- g. The term "User" signifies any person, that browses the application;

- h. The term "Post" signifies the display, publication, forwarding, transferring and/or disclosure of information, data and/or any other materials on the service, the terms "Posted" and "Posting" will be interpreted accordingly;
- i. The term "Application" signifies our application on the URL <http://www.las-goricko.si/operacije/operacije-sodelovanja/prekmurski-turisticni-vrtiljak/> or any other URL, which we may use for the occasional provision of the service;
- j. The terms "We, Us, Our" signifies our service, our application or our website (at the address specified above);
- k. The terms "You, Your, You yourself" signifies the person who intend to use our Application.

2. Use of the Service

- a. The application is merely a platform for members with the intention of posting information about an offer, whereby the members are enabled to contact each other using our service, should they choose to do so. The liability for the accuracy and correctness of the information/offers and given promises or commitments is born exclusively by the offerer or the company, which is presenting itself on the communication platform. Bistra hiša Martjanci – Smart House Martjanci only makes a platform for communication available. It is not liable for the content of the offers or given obligations.
- b. Please be aware that the information on the offers, which were published by members on their profiles are just a description. Check the accuracy and the correctness of the offer before use with the members themselves. It is not necessary that the given information is accurate and correct. It may happen, that out of date offers occur, which the user has forgotten to update etc.
- c. We do not check each profile, if it is correct and not misleading. We do not guarantee that the data contained in each profile is accurate; we are also not obliged to check the information that the profiles contain.
- d. Before taking action based on the information contained in any profile or on the information gained by using the service, you must check and determine the accuracy of this information at your own expense.
- e. If you contact any person using our service, you do this at your own risk. You yourself must take precautions you find necessary for the insurance of your personal safety.

3. Access and Registration

By accepting these conditions, you guarantee that:

- a. You are at least 18 years old at the time of the registration;
- b. You have not been convicted of any offence related to violence and/or any other offence according to the law;
- c. You have not been subject to any court order or any or any order to pay damages according to the law.

If you are not able or not willing to guarantee the above stated clause you may not use the application or the website.

4. Obligations of Members

You will not:

- a. Transmit and/or post information, pictures and/or any other material which breaches, infringes, violates and/or is contrary to any law, statute and/or regulation in connection to rights of other parties (including but not limited to intellectual property rights and/or privacy rights);
- b. Use the service in order to promote another site, service and/or business in any way different from the ones agreed between you and us, including but not limited to posting personal email addresses, URLs and/or other personal phone numbers on your profile;
- c. Slander the business of other Members, their purchases and sales and/or services using this service;
- d. In any way misuse the service or any information posted here;
- e. Attempt to gain unauthorised access to any information available within the service or access to any of the networks used for the provision of the service;
- f. Post and/or in any way reproduce any information and/or materials, where the intellectual property rights belong to another party, without obtaining prior consent of the owner of such rights;
- g. Partially or in whole copy any information on the website (including, but not limited to any and all information contained in the profiles of other members) other than for the purposes foreseen in this agreement;
- h. Post any chain letters and/or junk mail; In any way assign, transfer, part from your membership and/or authorise any other person to use your membership;
- i. Transmit and/or post and/or email other members information, pictures and/or any other material, which is, according to the opinion of the site administrator, sexually explicit, racist, abusive, threatening, sexually suggestive and/or indecent;
- j. Transmit, post and/or email other members any information, pictures and/or any other material, which could, according to the opinion of the site administrator, offend political and/or religious beliefs of other users;
- k. Use any device, software or programs with which you would attempt to interfere with the proper functioning of Explore Prekmurje.
- l. Develop or work with third-party applications, which refer to dating or other adult content (including advertisements) without appropriate age based restrictions.
- m. Use Explore Prekmurje for illegal, misleading, malicious, or discriminatory purposes;
- n. Do anything that could disable, overload, or harm the proper operation or the image of Explore Prekmurje, like for instance attack proper operation of the service or disturb the proper shape or interfere with other forms of the functionality of the application;
Facilitate or encourage any violations of this statement or our conditions.
- o. In the event of a breach of one or more of these rules, by you, we reserve the right to block your profile, automatically remove all messages, prevent the publication of a part of your profile or the whole profile and/or block your access to a part of the Service or the entire service, temporarily or permanently, without compensation or a refund.

5. Your Profile

- a. You acknowledge that you are aware that other users will be able to view your profile.
- b. If you post and/or disclose confidential or sensitive information to other users, you do so entirely at your own risk.
- c. You will be able to view details and profiles of other members.
- d. We reserve the right to review your profile from time to time and to amend and/or delete it if we, according to our own judgement, believe that it needs to be amended and/or deleted.
- e. You yourself are solely responsible for the content of your profile, posted in the service or transmitted to other members.
- f. You guarantee to us that all information posted about you is: accurate, true, complete and that you will regularly inform us about updates, so that they will continue to be accurate, true and complete, if your situation changes substantially.

6. Interactions with Other Members

You yourself are solely responsible for all interactions with other members. Explore Prekmurje makes no guarantees concerning the conduct of members or their compatibility with current or future members. Explore Prekmurje does not conduct criminal background checks of its members. Explore Prekmurje does also not check backgrounds or statements of all the members. Explore Prekmurje reserves the right to conduct criminal background checks at any time, using available public records.

You may not transmit your financial information (for example, your credit card or bank account information) to other members and users.

In no event shall Explore Prekmurje be liable for any damages whatsoever, whether indirect, direct, compensatory, consequential and/or incidental, general, special, arising out of your conduct or the conduct of anyone else in connection with the use of the service, including, without limitation to emotional distress, injury, and/or any other damage resulting from communication or meetings with other registered users of this service or persons you have met through this service. You agree to take reasonable safety precautions in all interactions with other members and users of the service, particularly if you decide to meet in person. You understand that Explore Prekmurje makes no guarantees, either express or implied, regarding your compatibility with individuals that you have met through the service.

7. Monitoring of information and terms of storage

Third parties can access all information that you shared with us for the purposes of application Explore Prekmurje.

You allow this by agreeing that your personal data may be used for the purposes of the mobile geomatic application under Operation Prekmurski turistični vrtiljak and for the purposes of internal and external evaluation, for the preparation of the substantive and financial report of the control bodies and other bodies controlling the use of public funds and the storage of data in the LAG archive.

In case you would like to change or delete posted information, you should inform us. If you do not respond to our invitation to update information within 30 days, your profile may be deleted automatically.

8. We bear no responsibility for the following:

You acknowledge that you are aware that we bear no responsibility for any interruptions or temporary cessations of the service, regardless of the cause of the interruption or temporary cessation.

Explore Prekmurje is not responsible for any actions, content, information or data of third parties. You therefore release us, our directors, employees and representatives of any and all claims and damages, known and unknown, arising out of any potential claim towards third parties.

We do not guarantee that Explore Prekmurje will always be safe, and without flaws or that it will always operate without interferences, delays or imperfections.

The service operates on the "as is" basis. We do not guarantee that this service will operate uninterrupted or free of errors. Delays, omissions, and interruptions can occur in the operation of the service.

9. Removal of Information

We cannot check all profiles, public posts, messages or other materials posted, published or sent by users.

We are not responsible for any of the content of these profiles, public posts, messages or other materials.

We reserve the right (but are not obligated to do so) to delete, move or edit profiles, public posts, messages and other materials for which we, in our own judgement, deem to be in violation of the code of conduct as stated above or in violation of any other applicable content guidelines or if we deem them to be unacceptable in any other way.

You yourself are solely responsible for the content of the profiles, public posts, messages and other materials that you post within the service.

10. Security

You are responsible for maintaining the confidentiality of your user name and password; you may not allow anyone to use your password for accessing services.

You are responsible for any and all use or activities of users within the application that use your password, including, but not limited to, the use of your password by any third party.

You agree to immediately notify Explore Prekmurje of any unauthorized use of your user name or password or any unauthorized access to your account.

For your own safety, it is recommended, that you log out of your account every time you finish using the application, especially if you are using a mobile device.

11. Special provisions, which apply to the software

If you download or use our software, you agree that, from time to time, the software may download and install upgrades, updates and additional features with the intention of improving, enhancing and further developing the software.

You will not try to modify, create derivative works, decompile or otherwise attempt to extract our source code, unless you are expressly permitted to do so under an open source license, or have been given express written permission from us to do so.

12. Cessation

If you have, consciously or unconsciously, violated any article or part of an article of this statement, we can cease to ensure you the service Explore Prekmurje or a part of it, without prior notice. You will be informed about this by e-mail or the next time you attempt to access your account.

13. Disputes

Any demands, causes or disputes towards us or with us in connection to this statement or the application Explore Prekmurje will be resolved exclusively at the Slovenian (SLO) District Court of Murska Sobota (Okrožno sodišče v Murski Soboti), Slomškova ul. 21, 9000 Murska Sobota, Slovenia. You agree to the jurisdiction of these courts for litigations in respect to all such claims. This statement, as well as any claims that might arise between you and us, without regard to conflict of the law's provisions, will be governed by laws of Slovenia.

Although we did provide rules for the conduct of users, we do not control or direct the actions of users on Explore Prekmurje and are not responsible for the content or the information transmitted or shared by users on Explore Prekmurje. We are not responsible for any offensive, inappropriate, indecent, unlawful or otherwise contentious content or information you may encounter on Explore Prekmurje. We are not responsible for the conduct of any Explore Prekmurje user, whether online or offline.