

# **General Terms and Conditions**

Outdoorso GmbH  
Kirschentalgasse 4  
6020 Innsbruck  
Austria

**Version 3: 01.07.2022**

## **1. General Terms and Conditions for Consumers**

### **1.1. Contracting party, scope of application, amendments**

The Guidify iOS mobile application is provided to you by Outdoorso GmbH, Kirschentalgasse 4, 6020 Innsbruck (hereinafter also referred to as "Guidify" or "we").

By registering for a user account, you conclude a legally binding contract with us, which is based on these general terms and conditions (hereinafter also referred to as "GTC"). These terms and conditions govern the participation in the Guidify application for consumers.

We reserve the right to amend these terms and conditions from time to time to take into account the wishes of our users or a modified offer. You will find the date of the respective version at the top of the document. We will notify you of any changes by sending the amended terms and conditions to the e-mail address last provided to us. This notification will be sent at least four weeks before the change comes into effect. The amended terms and conditions shall be deemed to have been agreed unless you terminate your user account before the date on which the amendment takes effect. We will specifically draw your attention to the significance of your conduct at the beginning of the period provided for.

### **1.2. Subject matter of the contract**

We offer an iOS mobile application under the name Guidify for social networking and discovery of sport training, guiding and related services. You can search our mobile application for users, events and spot that interest you and message with other users as well as send booking requests. We offer this free of charge.

All contracts concluded by you via our application are concluded exclusively between you and the respective provider. We are not a party to these contracts. We will neither act as a representative nor as a broker of our users. Therefore, please always address any claims (e.g. due to a service not provided or insufficiently provided) directly to the respective provider(s). Any enquiries from consumers or service providers relating to a

contract concluded via the Guidify application will be passed on by us to the other partner in this contract.

We reserve the right to expand the range of services offered on our application, to make improvements and to replace the previous offer with equivalent alternatives.

The availability of our application depends on the operation and utilisation of the Internet and network infrastructure, over which we have no influence in some cases. We do not guarantee that our application is constantly accessible and that all contents are constantly available there. We endeavour to rectify any failures of the platform as quickly as possible.

We are entitled to temporarily restrict access to and the performance of our application if this is necessary for maintenance work, updates, security and system integrity. We will inform you in advance of any maintenance work of longer duration.

### **1.3. User accounts**

With your registration you create a user account and conclude a contract with us, which is based on these General Terms and Conditions. We reserve the right to refuse registration without giving reasons.

The use of our application is possible for both consumers and entrepreneurs. Participation in our application as a service provider is only possible as an entrepreneur.

You must provide all information requested during the registration process correctly and completely. It is not permitted to use a post office box as your address. We are entitled, but not obliged, to demand proof. You must update your user account without delay whenever your details change. You shall be liable for any and all disadvantages we suffer as a result of incorrect information. In this case we are also entitled to block or terminate your user account without notice. You may not derive any claims from this.

Multiple registrations are not permitted. Transferring the user account to another person is not permitted.

The user name you choose must not infringe the rights of third parties (e.g. trademarks, company names), must not be based on the identification marks of third parties, must not contain advertising messages and must not contain misleading information (e.g. about the legal form or registered office).

You must keep your login information (user name and password) secret and protect it from access by unauthorised third parties. If you suspect that unauthorised third parties have gained knowledge of your Registration Data, please notify us immediately and change your password. In this case we are entitled to temporarily block the user account to prevent misuse.

#### **1.4. Booking and conclusion of contract via Guidify**

All offers posted on the Guidify application are non-binding. By clicking on "Book" or "Join" you submit a binding offer for a contract for the sports service you have chosen. The contract for the respective service between you and the provider only comes into effect if the provider has accepted your offer in due time.

The prices displayed on the Guidify application are indicated by the service providers. You must contact the service provider directly via the Messages function about the service details, including applicable taxation, conditions of the participation, liability, cancellation and refunding policies, exact date and location and similar.

In some cases the contract concluded on Guidify may be based on additional general terms and conditions of the respective service provider. In this case you will be informed of these during the booking process, can review these GTCs in the offer description or via a link to the GTCs and accept them by booking the service directly with the service provider.

Please note that Outdoorso GmbH arranges contracts with service providers and therefore does not issue invoices for the booked services. You may receive these invoices directly from the respective provider(s), when you contact them directly. The provider will contact you directly to carry out the booked activity.

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#### **1.5. Granting of rights**

You irrevocably transfer to Outdoorso GmbH a non-exclusive, free of charge, sublicensable right of use, unlimited in time and place, of all content posted in your profile (such as photos, graphics, logos, texts), limited to the purpose of general promotion of the Guidify application. In particular, the granting of rights allows us to reproduce this content, to make it available on the Guidify application and other websites, video channels and social media profiles - for example as part of a showcase or in advertising films -, to distribute it on advertising folders and in other printed material, to broadcast it for advertising purposes, to reproduce it publicly and to process it within the scope of what is necessary for these uses. You waive your right to be named as the author unless otherwise agreed in individual cases. You must inform Outdoorso GmbH of any necessary copyright notices (credits) and any additional rights to be acquired – for example in the case of photos from image databases – without being asked.

You warrant that you can grant Outdoorso GmbH the rights to this extent. You must indemnify and hold Outdoorso GmbH harmless from all claims by third parties for

infringement of these rights. This also includes the reasonable costs of legal defence. You must support Outdoorso GmbH in its legal defence to the extent necessary.

### **1.6. Liability and warranty**

We shall only be liable to you for damage caused by us or our vicarious agents intentionally or through gross negligence. We make every effort to protect the Guidify application against attacks by hackers and viruses using all reasonable security measures in accordance with the current state of the art.

If you are an entrepreneur within the meaning of the KSchG, the following shall apply: Liability for loss of profit and consequential damage shall be excluded to the extent permitted by law. Compensation is limited to damage typical of the contract, which Outdoorso GmbH had to expect when the contract was concluded based on the circumstances known at that time.

You acknowledge that we can only check the data, descriptive texts, videos, photos, certificates, licences, qualification certificates, etc. provided or entered by the providers for plausibility, but not for correctness and completeness. We are not obliged to check these contents for correctness, topicality, completeness and legality. We are not liable and do not guarantee the accuracy, topicality and/or completeness of these contents. We are also not liable and provide no guarantee for specific usability of the content posted and the correctness of decisions based on it.

We are also neither able nor obliged to check the qualification and suitability of the supplier for the respective offer. Please make yourself a sufficient picture of the respective provider and do not hesitate to ask him/her questions and demand proof. If you have discovered discrepancies with one of the providers, we would be grateful if you could inform us.

You understand that all contracts you enter into with a service provider are solely between you and that provider. Outdoorso GmbH is not a party to this agreement and is not liable for the formation or enforceability of this agreement. We are also not liable for the nature, freedom from defects, quality, safety or legality of the subject matter of the contract. You must contact the respective contractual partner with all claims.

You are responsible for assessing whether you have the necessary fitness and health for the offer you have booked. Please inform yourself about the requirements of the respective offer before booking and consult a doctor in case of doubt.

### **1.7. Term, termination and blocking**

This contract is concluded for an indefinite period of time.

As a Customer, you may terminate this Agreement at any time by deleting your Account in the app.

We are entitled to terminate this contract with one month's notice to the end of each month. The termination shall be effected by sending you a message in the Guidify application.

This shall not affect our right to terminate this contract without notice at any time for good cause. Good cause entitling us to terminate the contract without notice shall include:

- If you have entered incorrect data (name, company, address, etc) for your User Account
- If you make your User Account available to third parties or transfer it to third parties
- If you circumvent the Guidify application and send enquiries to a provider presented on the application directly, or if you try to do so.
- If you otherwise culpably breach a contractual obligation.

In all such cases, we may also issue a warning to you and/or suspend your account without notice. You may not derive any claims from this. At the same time as we block your account, we will request you to remedy the violation within a reasonable period of time.

In the event of termination without notice on the part of Outdoorso GmbH, you are not entitled to re-registration, even under a different name.

Termination of the contractual relationship has no influence on the information provided up to that point via the Guidify application.

In the event of termination, we will give you a reasonable period of time to secure your data before deletion. This does not apply to termination for good cause. It is not possible to restore your data after deletion. You yourself are responsible for a timely backup.

### **1.8. Set-off of claims**

You can only set off claims of Outdoorso GmbH against claims of Outdoorso GmbH with your own claims that are legally connected to your liability, that have been established by a court or recognized by us, or in the event of our insolvency. If you are an entrepreneur within the meaning of the KSchG, the following applies in derogation of this: offsetting claims of Outdoorso with your own claims is excluded.

### **1.9. Language of contract, dispute resolution, applicable law, place of jurisdiction**

The contractual language is German and English. Versions of these terms and conditions in other languages are for orientation purposes only. Only the German version is authoritative.

Should individual provisions of these terms and conditions be or become invalid and/or contradict the statutory provisions, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by mutual agreement between the parties by a provision which comes closest to the economic sense and purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes.

The consumer dispute resolution bodies responsible for the transactions conducted through our platform are

**Internet Ombudsman**

c/o Austrian Institute for Applied Telecommunications (ÖIAT)  
Ungargasse 64-66/3/404  
1030 Vienna  
Phone: +43 1 595 211 275  
fax: +43 1 595 21 12 99  
e-mail: kontakt@ombudsmann.at

Association "Arbitration for consumer transactions  
Mariahilfer Strasse 103/1/18, 1060 Vienna  
43 (0)1 890 63 11  
Fax: +43 (0)1 890 63 11 99  
office@verbraucherschlichtung.at

Outdoorso GmbH and the suppliers represented on the Guidify application will decide on a case-by-case basis whether to participate in a dispute resolution procedure. The European Commission has set up a platform for online consumer dispute resolution which can be found at <https://ec.europa.eu/odr>.

This agreement is subject exclusively to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and the international referral standards, insofar as these refer to other than Austrian law.

The place of performance is the registered office of Outdoorso GmbH. All disputes arising from this agreement, including the question of its effective conclusion and termination, shall be subject to the exclusive jurisdiction of the competent court at Outdoorso's registered office. If you are a consumer within the meaning of the Consumer Protection Act (KSchG) and have your place of residence or usual abode or

are employed in Germany, you can only be sued in the courts in whose district your place of residence, usual abode or place of employment is located.

## **2. General terms and conditions for service providers**

Status: 1.7.2022

### **2.1. Contracting party, scope of application, amendments**

1. The Guidify iOS application is provided to you by Outdoorso GmbH, Kirschtalstraße 4, 6020 Innsbruck (hereinafter also referred to as "Outdoorso" or "we").

By registering for a user account, you conclude a legally binding contract with us, which is based on these terms and conditions. If you register for a PRO Guide account, you use the Guidify application as a service provider and the General Terms and Conditions for service providers available here apply to you.

We reserve the right to amend these terms and conditions from time to time to take into account the wishes of our users or a modified offer. You will find the date of the respective version at the top of the document. We will notify you of any changes by sending the amended terms and conditions to the e-mail address last provided to us. This notification will be sent at least four weeks before the change comes into effect.

The amended terms and conditions shall be deemed to have been agreed unless you terminate your user account before the date on which the amendment takes effect. We will specifically draw your attention to the significance of your conduct at the beginning of the period provided for.

### **2.2. Subject matter of the contract**

On our Guidify iOS mobile application you can present and advertise outdoor sports services (activities, training, tours) you offer to other users of the Guidify application. We currently offer this free of charge. However, you are obliged to fully and correctly disclose to us the compound number and the total value of the invoiced services to users that contacted you via the Guidify application.

Please note that Outdoorso GmbH solely connects you and other users. You (or the organisation on whose behalf you are acting) are responsible for handling the booking

and for issuing invoices for your services to customers. We do not take customer payments.

All contracts concluded by you via our application are concluded exclusively between you and the respective customer. We are not a party to these contracts. We do not act as a representative or broker of our users. You must therefore make any claims (e.g. due to non-appearance of the customer(s), damage to your equipment etc.) always directly on the respective customer(s). Any enquiries from customers or suppliers relating to a contract concluded via the Guidify application will be passed on by Outdoorso GmbH to the other partner in this contract.

We reserve the right to expand the range of services offered on our application, to make improvements and to replace the previous offer with equivalent alternatives.

The availability of our application depends on the operation and utilisation of the Internet and network infrastructure, over which we have no influence in some cases. We do not guarantee that our application is constantly accessible and that all contents are constantly available there. We endeavour to rectify any failures of the application as quickly as possible.

We are entitled to temporarily restrict access to and the performance of our platform if this is necessary for maintenance work, updates, security and system integrity. We will inform you in advance of any maintenance work of longer duration.

### **2.3. User accounts**

The use of our platform as a service provider is only possible after registration.

With your registration you create a user account and conclude a contract with us, which is based on these General Terms and Conditions. We reserve the right to refuse registration without giving reasons.

In order to use the Guidify application as a service provider, you must be of legal age and have full legal capacity. By registering, you guarantee that this requirement is met. If you register for a legal entity or partnership, you guarantee that you are sufficiently authorised to carry out the registration on their behalf. We reserve the right to demand proof of this from you.

Participation in our application as a service provider is only possible as an entrepreneur, not as a consumer within the meaning of the KSchG.



You must provide all information requested during the registration process correctly and completely. It is not permitted to use a post office box as your address. Legal entities and partnerships must disclose a person authorised to use the application. We are entitled, but not obliged, to demand proof. You must update your user account immediately whenever your data changes. You shall be liable to us for all disadvantages which we suffer as a result of incorrect information. In this case we are also entitled to block or terminate your user account without notice. You may not derive any claims from this.

Multiple registrations are not permitted. Transferring the user account to another person is not permitted.

The user name you choose must not infringe the rights of third parties (e.g. trademarks, company, names), must not be based on the identification marks of third parties, must not contain advertising messages and must not contain misleading information (e.g. about the legal form or registered office).

You must keep your login information (user name and password) secret and protect it from access by unauthorised third parties. If you suspect that unauthorised third parties have gained knowledge of your Registration Data, please notify us immediately and change your password. In this case we are entitled to temporarily block the user account to prevent misuse.

It is prohibited to include any contact data (e.g. e-mail address, telephone number, messenger account, social media account) in the descriptive texts in any form: text, images. Any such indications will lead to immediate deletion of your account on the application.

You shall indemnify and hold us harmless in full for any breach of these provisions. We reserve the right not to activate offers or remove them from the application if they do not comply with the provisions mentioned here or if third parties claim a violation of rights by the offer.

#### **2.4. Compliance with legal requirements, qualification**

You are obliged to comply with the relevant legal provisions (including commercial law, e-commerce law, copyright, trademark law, competition law) in all business activities conducted via the Guidify application and to observe the legal and official requirements for the provision of your services. You are obliged to have an insurance covering all activities that you offer on our application, if such insurance is stipulated by legal

provisions and/or contractual obligations that you are subject to. You undertake not to offer any services whose offer violates the rights of third parties (e.g. trademark, copyright, design protection rights or competition law) or offends against common decency.

You warrant that all data, descriptive texts, videos, photos, certificates, licences, qualification certificates, etc. provided or entered by you are correct, up-to-date and complete. We are not obliged to check these contents for correctness, topicality, completeness and legality. We are not liable and do not guarantee the accuracy, topicality and/or completeness of these contents. We are also not liable and provide no guarantee for specific usability of the content posted on the online application and the correctness of the decisions based on it. You shall be liable to us for all disadvantages which we suffer as a result of incorrect information.

You alone are responsible for ensuring that the description of the offer meets the legal requirements (including those of distance selling regulations, e-commerce law and commercial law), is correct and complete and does not infringe any third-party rights (e.g. copyright and trademark rights).

**2.5. If you are a sports school, an association or company of guides/instructors or a similar organisation, the following provisions shall apply in addition:**

You are responsible for your personnel, subcontractors and/or any guides/instructors connected with your account on Guidify. You alone are also responsible for checking whether the use of the Guidify application and the offers you place there are in accordance with the contractual obligations to which you are subject, e.g. in service or work contracts, due to memberships in clubs, associations, etc.

**2.6 Setting offers and bookings**

You can place an unlimited amount of offers on the Guidify application. Make sure that your offers meet the content requirements stipulated and are up-to-date. In addition to sports services, you can offer additional services such as equipment hire, video analysis or photo production.

Your offers are not binding and only represent an invitation to customers to make a booking. We will send you an app notification about the incoming booking for your offers. The contract for the respective sports service between you and the customer(s) is concluded with your declaration of acceptance.

Once you have accepted a booking, you (or the organisation on whose behalf you are acting) enter into a binding contract with the customer. It is not allowed to charge the customer any additional fees for the services contained in the booking.

Via "Description" field in your user account you can enter the URL of your own terms and conditions. In this case the customers accept your GTCs by booking the session. You are responsible for indicating your Terms of service in the description offer and the matter by which they are accepted.

Please note that Outdoorso GmbH solely connects you and other users. You (or the organisation on whose behalf you are acting) are responsible for handling the booking and for issuing invoices for your services to customers. We do not take customer payments.

## 2.7.

Customers will have an opportunity to review your services after they have been completed. You can be awarded 1 to 5 stars. A rating beyond this is not possible. Please note that you cannot subsequently change a rating you had been given.

The number of ratings and the average value determined are displayed in the respective user profile and next to the user name.

## **8. Granting of rights**

You irrevocably transfer to Outdoorso GmbH a non-exclusive, free of charge, sublicensable, temporally and locally unlimited right of use, limited to the purpose of presenting you and your offers and the general promotion of the Guidify application, of all content provided for publication on the Guidify application and/or directly uploaded there (such as photos, graphics, logos, texts). In particular, the granting of rights allows Outdoorso GmbH to reproduce this content, make it available on the Guidify application and on other Outdoorso GmbH websites, video channels and social media profiles - for example as part of a showcase or in advertising films -, distribute it on advertising folders and in other printed material, broadcast it for advertising purposes, reproduce it publicly and process it within the scope of what is necessary for these uses. You waive the right to be named as the author, unless otherwise agreed in individual cases. You must inform us of any necessary copyright notices (credits) and any additional rights to be acquired - for example in the case of photos from image databases - without being asked. You guarantee that he/she can grant Outdoorso GmbH the rights to this extent. You shall indemnify and hold us harmless from all claims by third parties for infringement of these rights. This also includes the reasonable costs of legal defence. You shall support Outdoorso GmbH in the legal defence to the extent necessary.

You are not permitted to use personal data of customers that have become known to you via the Guidify application for your or your organisation's own marketing purposes, nor to export such data from the online application. These data may only be used for activities in connection with the provision of services and for invoicing. This obligation applies beyond the duration of this contractual relationship.

## **9. Order processing for providers**

If Outdoorso GmbH acts as a processor for the supplier, data processing will be carried out in accordance with the following processor agreement:

### General obligations of the processor

The person responsible has commissioned the processor to provide the following services (hereinafter referred to as "the data application"): provision of his own offers on the Internet. Processing is carried out for the duration of the entire business relationship.

Within the scope of the data application, the processor processes the following categories of data:

Master data, customer data, booking data, communication data, marketing relevant data. The data of the following categories of data subjects are processed in the context of the data application:

### **Customers, suppliers**

Processed item:

As long as the processor operates the data application and processes personal data for the responsible party, the following conditions apply in accordance with Art. 28 GDPR:

The processor undertakes to comply with all legal requirements of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG) and to operate data applications (logical and physical) exclusively within the EU or the EEA. Any form of relocation of the data application (including the relocation of the registered office of the commissioned processor) to a third country (i.e. outside the EU or the EEA) requires the written, prior consent of the responsible party.

The processor will process the data application as separately and in a documented manner as instructed by the controller, unless required to do so by Union or national law to which the processor is subject; in such a case, the processor shall notify the controller of such legal requirements prior to processing, unless the law concerned prohibits such notification on grounds of an important public interest.

The processor shall ensure that persons who have knowledge or may have knowledge of the data processed under the contract undertake in writing to observe confidentiality before processing or becoming aware of such data, unless they are already subject to an appropriate legal obligation of confidentiality.

The processor shall take appropriate technical and organizational measures to ensure a level of protection appropriate to the risk, taking into account the state of the art, the implementation costs and the nature, scale, circumstances and purposes of the processing and the varying degrees of probability and seriousness of the risk to the rights and freedoms of natural persons. These measures will be defined and evaluated by agreement between the parties. The processor undertakes to implement these agreed measures.

In principle, the contracting processor is permitted to engage or use subcontractors (hereinafter referred to as “subcontractors”), provided that he notifies the responsible party in writing in advance of any intended engagement or use of subcontractors and that the responsible party is free to object to such engagement or use without giving reasons. In the event of such objection, the Processor shall not engage or use the subcontractor. The contractor is obliged to commit all subcontractors in the sense of Art. 28 para. 4 GDPR in writing in the sense of this contract and to transfer all obligations affecting the contractor to the subcontractor. Should the subcontractor breach its obligations, the processor shall be liable. The sub-contractor must have its branch office within the EU or the EEA. The sub-contractor may only operate the Data Application within the EU or EEA. Alternatively, the level of data protection at the place of establishment and data processing must be guaranteed in a manner described in Chapter V of the GDPR. The sub-contractor may only commission or make use of further sub-contractors under the conditions laid down here.

The processor shall support the data controller with suitable technical and organisational measures to ensure that the data controller fulfils his obligation to respond in a timely manner to requests to exercise the rights of the data subject as set out in Chapter III of the DPA (information, correction and deletion, information, data transferability, objection, and automated decision-making in individual cases). Should a data subject turn to the processor or a subcontractor instead of the controller, the latter undertakes to send the request to the controller in such a way that the controller can process the request in due time.

The processor shall support the responsible party in complying with the obligations specified in Articles 32 to 36 GDPR (taking technical and organisational measures, security breach notification, preparation of a data protection impact assessment).

Upon completion of the data processing, the processor shall either erase or return all personal data at the choice of the controller, except where an obligation to retain personal data exists under Union or national law.

The processor shall be obliged to provide the responsible person with all the information necessary to prove that the processor has complied with the obligations imposed on him under this contract.

If the processor considers that an instruction issued by the responsible party violates the GDPR or other data protection regulations of the EU or its member states, it must inform the responsible party without delay and give reasons.

The Provider shall be entitled to check the compliance with all relevant data protection regulations and the observance of the contractual provisions by himself or by third parties at the premises of the processor and any subcontractors.

#### **10. Liability and warranty**

We shall only be liable to you for damage caused by us or our vicarious agents intentionally or through gross negligence. We make every effort to protect the Guidify application against attacks by hackers and viruses using all reasonable security measures in accordance with the current state of the art.

Liability for loss of profit and consequential damage is excluded, as far as legally permissible. Compensation is limited to the damage typical of the contract, which Outdoorso GmbH had to expect at the time the contract was concluded based on the circumstances known at that time.

You yourself are responsible for assessing whether the persons booking with you have the necessary physical condition and state of health for the offer you have booked. Please provide clear and comprehensible information about the requirements of the respective offer in the description of the offer and, in case of doubt, contact the booking customers in advance for further questions.

You are aware that all contracts that you conclude with a customer are exclusively between you and that customer. Outdoorso GmbH is not a party to this contract and is not liable for the conclusion or enforceability of this contract. You must contact the respective contractual partner with all claims.

#### **11. Term, termination and blocking**

This agreement is concluded for an indefinite period.

As a service provider, you may terminate the contractual relationship with a notice period of one month to the end of each month by deleting your Account in the Guidify application.

We shall be entitled to terminate this contract with one month's notice to the end of each month. Termination shall be effected by sending a direct message in the app. This shall not affect our right to terminate this contract without notice at any time for good cause. Good cause entitling us to terminate the contract without notice shall include:

- If you have entered incorrect data (name, company, address, etc) for Your User Account;
- if you provide us with false documents, certificates or other evidence relating to your entitlement and/or qualification for the activities you offer on our platform;
- If you make Your User Account available to third parties or transfer it to third parties;
- If you falsify or withhold the information about the amount and net price of your successfully invoiced services to customers acquired through the Guidify application
- If your providing of services to customers resulted in injuries due to your own negligence;
- If you culpably fail to provide the booked Services or fail to provide them free of defects;
- If you otherwise culpably breach a contractual obligation.

In all such cases, we may also issue a warning and/or suspend your Account without notice. You may not derive any claims from this. At the same time as we block your account, we will request you to remedy the violation within a reasonable period of time.

In the event of termination without notice on the part of Outdoorso GmbH, you are not entitled to re-registration, even under a different name.

The termination of this contractual relationship shall not affect the bookings made up to that point.

In the event of termination, we will give you a reasonable period of time to secure your data before deletion. This does not apply to termination for good cause. After deletion, it will not be possible to restore your data. You yourself are responsible for a timely backup.

## **12. Set-off of claims**

The offsetting of own claims against claims of Outdoorso GmbH is excluded.

## **13. Contractual language, dispute resolution, applicable law, place of jurisdiction**

The contractual language is German and English. Versions of these terms and conditions in other languages are for orientation purposes only. Only the German version is authoritative.

Should individual provisions of these terms and conditions of business be or become invalid and/or contradict the statutory provisions, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by mutual agreement between the parties by a provision which comes closest to the economic sense and purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes.

The consumer dispute resolution bodies responsible for the transactions conducted through our platform are:

Internet Ombudsman

c/o Austrian Institute for Applied Telecommunications (ÖIAT)

Ungargasse 64-66/3/404

1030 Vienna

Phone: +43 1 595 211 275

fax: +43 1 595 21 12 99

e-mail: kontakt@ombudsmann.at

Association "Arbitration for consumer transactions

Mariahilfer Strasse 103/1/18, 1060 Vienna

43 (0)1 890 63 11

Fax: +43 (0)1 890 63 11 99

office@verbraucherschlichtung.at

Outdoorso GmbH and the suppliers represented on the Guidify application will decide on a case-by-case basis whether to participate in a dispute resolution procedure. The European Commission has set up an online consumer dispute resolution platform, which can be found at <https://ec.europa.eu/odr>.

This agreement shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the international referral standards, insofar as these refer to other than Austrian law.

The place of performance is the registered office of Outdoorso GmbH. All disputes arising from this agreement, including the question of its effective conclusion and termination, shall be subject to the exclusive jurisdiction of the competent court at Outdoorso GmbH's registered office.



