



## Terms of Use

Please read the provisions herein and our [Privacy Policy](#) carefully. By using Go Jauntly's products and services and/or installing our App, you are agreeing to all the terms herein and that of our [Privacy Policy](#) and that they shall be a legally binding agreement between Go Jauntly and you. It is your responsibility to regularly check for updates to our Terms of Use. The provision herein as well as our [Privacy Policy](#) shall govern your access to and use of our Services.

### 1. About GoJauntly

- Our Website promotes our free App;
- It provides the medium or platform (cloud-based) where nature-loving folks, who enjoy outdoor walks, could create and recommend local walks and share these with all other nature loving folks;
- Users of our Website and App will be able to discover new walks/routes and create their own; and share these walks with the Go Jauntly community and also their friends. We provide Services that includes some premium features.

### 2. Explanation of Keywords Used in Go Jauntly Website, App, Privacy Policy and this Terms of Use

- Affiliate means a company or corporation:
  - (i) that is, directly or indirectly, controlled by Go Jauntly (e.g. GoJauntly's subsidiary);
  - (ii) that, directly or indirectly, controls Go Jauntly (e.g. GoJauntly's parent company); or
  - (iii) that is, directly or indirectly, controlled by a company or corporation that also, directly or indirectly, controls Go Jauntly (e.g. GoJauntly's sister company).

For the purposes of this definition, "control" means having the right to exercise or cause the exercise of the vote of more than 50% of all of the voting shares of such company or corporation.

- App means, in relation to the provision of Services by Go Jauntly, an installable piece of software on a User's electronic device.
- Claims means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expenses) or causes of action, of whatever nature including, without



limitation, those made or enjoyed by dependants, heirs, claimants, executors, administrators, successors, survivors or assigns.

- Content Owner User shall be a User who uploads (or subsequently edits) User Generated Content. For the avoidance of doubt, Content Owner User includes Users who upload their profile ("Profile").
- Go Jauntly means [Go Jauntly Ltd] and for the purpose of this Terms of Use and [Privacy Policy](#), by referring to Go Jauntly means to include its valid representative.
- Go Jauntly Personnel means Go Jauntly's employees, director(s) and any person who has entered into a valid employment agreement with Go Jauntly pursuant to the Employment Rights Act 1996.
- Members or Users (these two terms shall be used interchangeably herein and throughout our Privacy Policy) mean viewers/users of our Website, of at least 13 years of age (with supervision) and of at least 18 years of age (without supervision). For the avoidance of doubt, the terms Members or Users include Content Owner Users.
- Services means the services provided by Go Jauntly on the Website and via our App. These include:
  - Our services provided via the App;
  - regular features;
  - premium features; and
  - any products and services as provided in collaboration with our partners, as could be accessed via and as advertised on our App, of which are clearly marked on our App as third parties' products/services and/or clearly named with their businesses' logo.
- Third Party means any person or entity which is NOT:
  - Go Jauntly, GoJauntly Personnel, or its and their Affiliates; and
  - Users.
- User Generated Content (or, Content) means all information uploaded through the App by Users, as edited from time to time, for example information, details, navigation, maps, saved walks/routes, point of interest, images, photos, comments, 'likes', marketing material and profiles.
- Tailored Walks means walks routes which are geared towards your preference and needs.
- Website means <http://www.gojauntly.com/>

The index and any headings used in this Terms of Use are inserted for convenient reference only and shall be ignored in construing the meaning of any of the provisions herein.



Where the sense requires, words denoting the singular only shall also include the plural and vice versa. References to persons or entity shall include any company, firm, partnership, joint venture, association, body corporate or individual. Reference to any gender shall include a reference to all other genders.

References to statutory provisions shall be construed as references to those provisions in effect at the time when this Terms of Use becomes legally binding on the Parties ("Effective Date"), as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the Effective Date) from time to time and shall include references to any provisions to which there are re-enactments (whether with or without modification).

### **3. Services**

- The Services we offer may expand further, of which we shall inform our Users and revise the terms herein accordingly.
- We continuously improve our Services, therefore we shall from time to time launch new features, which may mean that the older features and version(s) thereof shall no longer be supported on our Website or App. We shall inform you of the steps you could take to enjoy our new features.
- You will receive all communications via the email address you have provided to us upon registration or when you install our App.

### **4. Subscription options**

- Go Jauntly is free to use, the majority of content is available for all registered and unregistered users. Paid subscription options are available within the app which provide subscribers with access to all premium content.
- Premium content refers to specially curated walks and tours available only to paying subscribers and not to free users of the app. Premium content will be released monthly at a time chosen by Go Jauntly. Content selected as premium is judged so solely by Go Jauntly, any concerns over content or quality should be sent to [hi@gojauntly.com](mailto:hi@gojauntly.com).
- Subscription is available either as billed monthly or billed yearly and available through your iTunes account. For the purposes of our monthly and yearly subscriptions, a month constitutes 30 calendar days, a year constitutes 365 calendar days.
- By subscribing to either 'Monthly Subscription' or 'Yearly Subscription' you are agreeing for payment of subscription and any taxes relevant to you to be taken



automatically from the payment source you have provided for the subscription period selected through your credit or debit card or through the app store using Apple Pay. You must be the bill payer or have their permission to authorise subscription payments to Go Jauntly.

- Paid Subscriptions automatically renew until cancelled in the Manage Subscriptions section of your account settings. We will notify you if the price of a Paid Subscription increases and, if required, seek your consent to continue. If you do not agree with the changes to Go Jauntly's pricing terms then you may choose not to renew your Subscription. You will be charged no more than 24 hours prior to the start of the latest Paid Subscription period. Certain Paid Subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a Paid Subscription before we start charging your payment method, cancel the auto renew subscription within iTunes. You will not receive a refund for the fees you already paid for your current subscription period and you will continue to receive the Services ordered until the end of your current Subscription period.
- Right of cancellation: If you choose to cancel your order, you may do so within 14 days from when you received your receipt without giving any reason. To cancel your order, you must inform Apple of your decision. To ensure immediate processing we recommend you use the iTunes, "Report a Problem" to cancel all items. The excepted items can be cancelled by contacting iTunes Support. To meet the cancellation deadline, you must send your communication of cancellation before the 14-day period has expired. Apple will reimburse you no later than 14 days from the day on which we receive your cancellation notice. Apple will use the same means of payment as you used for the transaction, and you will not incur any fees for such reimbursement.
- Go Jauntly reserves the right to not process or to cancel your order in certain circumstances, for example, if your credit card is declined, if we suspect the request or order is fraudulent, or in other circumstances Go Jauntly deems appropriate in its sole discretion.
- Prices in US Dollars and Euros include local taxes. All prices in Pound Sterling include VAT unless otherwise stated. You agree not to hold us responsible for banking charges incurred due to payments on your account. If payment is not received by us from the Payment Method you provided, you agree to pay all amounts due upon demand by us.

## **5. Intellectual Property**

- Go Jauntly, Website, App, infrastructure, Application Programme Interfaces (APIs) logo, visuals, design, layout, look, appearance, graphics, walking route descriptions



and any ancillary products thereof are Go Jauntly's property and are protected by the prevailing intellectual property laws;

- Go Jauntly owns a registered trademark (trademark number UK00003178794);
- Our Website and Social Channels (e.g. Twitter, Facebook and Instagram accounts) may also contain materials that are licensed to Go Jauntly;
- Reproduction of Go Jauntly property and/or any of the materials licensed to Go Jauntly is prohibited.
- All materials that are not owned by or licensed to Go Jauntly are acknowledged on our Website.
- All walking route content created under the Go Jauntly account.

## **6. Governing Law**

- Go Jauntly Terms of Use and its [Privacy Policy](#) shall be construed, governed and take effect in accordance with English law. Subject to any method of resolution of disputes as agreed by Go Jauntly and its contracted parties from time to time, the courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Terms of Use or the [Privacy Policy](#).

## **7.**

### **(I) Third Party Content and Disclaimer**

- From time to time, our Website and App also include links to other website(s). These links are provided for your convenience only and for the third parties' marketing purposes. Posting these links does not signify our endorsement(s). There is no agency relationship between Go Jauntly and any of these third parties or that of their website(s) that are hyperlinked on our Website and App. Go Jauntly shall not be held liable to or responsible for any third party website(s) and their contents that are hyperlinked on our Website and App;
- It shall be User's own responsibility to read any third party website's own terms and conditions or privacy policies and to ensure that any third parties' products or services meet User's requirements;

### **(II) No Warranties or Representations**

- The use of our Services and App and any information or any materials on our Website and App is entirely at Users' own risk, for which Go Jauntly shall not be liable.



- Neither Go Jauntly, its Personnel or any of its Affiliates provides any warranty or guarantee as to the accuracy, fitness, completeness or suitability of the information and the materials found or offered on our Website and App for any particular purpose. Although, Go Jauntly shall at all times endeavour to provide the best services, Go Jauntly or any of its Affiliates does NOT warrant or represent: (i) the completeness or accuracies of the information published on our Website and App; (ii) that, the material or information on our Website and App is up to date; (iii) that, our Website and App, information or any services thereof shall remain available, or (iv) that the Services will be error free or unavailable due to maintenance. To the maximum extent permitted by applicable law and subject to Section 9 - Limitations and Exclusions of Liability herein, Go Jauntly excludes all representations and warranties relating to the subject matter of this disclaimer, Website, App, and the use of our Website and App

#### **8. User Generated Content - Ownership and Indemnity**

- Subject to and without prejudice to Section 4 - Intellectual Property, User Generated Content is owned by the Content Owner User. Go Jauntly does not and shall not own the Content, except for the rights that enable GoJauntly to offer Services. Subject to Section 9 - Limitations and Exclusions of Liability herein, Go Jauntly shall not be held liable to and shall not accept liability for, and You shall hereby indemnify us in respect of, Claims arising out of or in connection with Content posted by you or your Assigned user;
- By agreeing to this Terms of Use, Content Owner User provide Go Jauntly, any of its Affiliates, its representatives and proxies, permission and consent to access, scan and store the Content in order to fulfill its Services;
- In accordance with the prevailing regulations, when unlawful or infringing Content is reported to Go Jauntly, we shall review such Content; we may subsequently also prevent access to, and/or remove Content. However, Go Jauntly otherwise has no obligation to monitor or review any Content;
- Notwithstanding anything to the contrary herein, if we find inappropriate or unsuitable Content or any material/references therein, we shall remove the Content forthwith in its entirety;
- You agree to not use the services we offer to: (a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise



misrepresent your affiliation with a person or entity; (d) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (e) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site. You specifically agree not to access (or attempt to access) the Site or the Content through any automated means (including the use of any script, web crawler, robot, spider, or scraper), and that you will not forge or manipulate identifiers in order to disguise the origin of any access (or attempted access) to the Site.

- Please do not post material of any form or version that is the work or copyright of another, without their consent. You hereby indemnify us in respect of Claims arising out of or in connection with any copyright infringement by you or your Assigned user, from such a posting on our Website or App;
- Please email your concerns on and report any suspicion of potential infringement to [hi@gojauntly.com](mailto:hi@gojauntly.com)

## **9. Limitations and Exclusions of Liability:**

- When using our app or website, please be aware of your surroundings and walk safely. We recommend that you follow The Jaunter's Code (<https://www.gojauntly.com/the-jaunters-code/>) in particular if you intend to hike in unfamiliar or remote areas. It is your responsibility to check the weather, bring appropriate clothing, equipment, a paper map and compass in case there is no phone signal or your battery runs out. Further information can also be found in the UK's Countryside Code: <https://www.gov.uk/government/publications/the-countryside-code/the-countryside-code>.
- You agree that your use of the App is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other



insurance policies as you deem reasonably necessary for any injuries that you may incur while using the Services.

- Go Jauntly does not assume responsibility for the suitability of underfoot and other environmental conditions of the walking routes, including their safety.
- Go Jauntly does not assume responsibility for the inspection, supervision, preparation, or conduct of any race, contest, group ride or event that utilizes Go Jauntly routes.
- You expressly agree to release Go Jauntly, its Affiliates, Personnel, partners and licensors (the "released parties") from any and all liability connected with your use of the Services, and promise not to sue the released parties for any Claims, actions, injuries, damages, or losses associated with your activities. You shall indemnify the released parties from Claims arising from your use of the Services.
- All Claims in respect of injury to or sickness, disease or death of any Third Party or loss of or damage to any property of any Third Party arising out of or in connection with the performance of Services or the use of our Website and App, as between Go Jauntly, and its Content Owner User, be borne in proportion to what their respective liabilities (if any) in the law of negligence are or would be in respect of the incident in question;
- Nothing contained herein shall limit or exclude any liability for: (i) death or personal injury resulting from negligence; or, (ii) fraud or fraudulent misrepresentation;
- Go Jauntly shall not be liable for or in respect of: (i) any losses arising out of any event or events beyond its reasonable control; (ii) any losses, business or otherwise, including (without limitation) loss of or damage to profits, income revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill; (iii) corruption of any data, database or software; (iv) any special, indirect or consequential loss or damage
- You also agree not to use the App to violate any applicable law, rule, or regulation (including but not limited to the laws of trespass), and you agree not to encourage or enable any other individual to violate any applicable law, rule, or regulation.
- You agree and acknowledge that Go Jauntly is a limited liability company and that Go Jauntly has an interest in limiting the personal liability of Go Jauntly's Personnel and officers, and having regard to that interest, you agree that you shall not bring Claims personally against Go Jauntly's Personnel and officers in respect of any losses you suffer in connection with our Website and App, any use thereof, or this disclaimer. Notwithstanding to the aforementioned, anything contained herein shall not limit or restrict or in any way exclude the liability of the limited liability itself for the acts and omissions of Go Jauntly's Personnel and officers in performing their duties for and on behalf of Go Jauntly.





- Without limiting the foregoing, you agree that in conjunction with your use of the App you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind.
- Further, in the event that you have a dispute with one or more other users of the App, you release Go Jauntly, its Affiliates, Personnel, officers, agents, joint ventures, and partners from all Claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

#### **10. Members between 13 and 17 years of age**

- Please seek for supervision, from your trusted adult(s), in accessing and using our Services, Website and App;

#### **11. Deletion of User account, either upon User's request or by suspension**

- Suspension. Go Jauntly shall reserve the right to suspend any User account, either temporarily or permanently, either on its own initiatives or upon report of potential infringement or due to posting of unlawful Content or when there is an evidence of an account being hacked. Go Jauntly shall notify the affected User of the suspension. In the event of account deactivation due to such account being hacked, we shall re-activate your account as soon as the issues are rectified;
- Deletion. Any User who has a User account with us can request the deletion/termination of your User account by sending an email to us at [hi@gojauntly.com](mailto:hi@gojauntly.com) ; An account deletion shall be subject to any prevailing legal requirements to retain information. A notification email will be sent to the relevant User notifying the account deletion;

#### **12. Changes and Variation**

GoJauntly may vary the Terms of Use from time to time. Any changes to the Terms of Use shall apply to the use of our Website and App from the time of publication of the revised Terms of Use on our Website and App.

#### **Contact**

Contact [hi@gojauntly.com](mailto:hi@gojauntly.com) for any queries.

