

Trek with Me – Terms of Service

1. Introduction & Acceptance

These Terms of Service (also referred to as ‘Terms’ or ‘Terms and Conditions’) form a legally binding agreement between you and Trek With Me Ltd (“we”, “us”, or “our”), a company registered in England and Wales, governing your access to and use of our mobile application, website, and any associated services (collectively, the “Platform”).

By downloading, accessing, or using Trek With Me, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Platform.

These Terms apply in addition to our Privacy Policy and any Community Guidelines we may publish from time to time, which together set out how we collect, use, and manage personal data, and govern user conduct on the Platform.

By registering for an account, you confirm that you have read and accepted these Terms and our Privacy Policy. You will be required to acknowledge this explicitly during the registration process.

2. Definitions

In these Terms, the following definitions apply:

- **Platform:** The Trek With Me mobile application, website, and associated services provided by Trek With Me Ltd.
- **User, you, or your:** Any individual who registers for, accesses, or uses the Platform.
- **Account:** A registered user profile on the Platform, created by providing valid credentials (including email verification).
- **Content:** Any information, photos, text, communications, location data, or other material uploaded, shared, or transmitted via the Platform.
- **Event:** Any hiking activity arranged by users independently, not by Trek With Me Ltd.
- **Services:** The functionality of the Platform, including but not limited to user profiles, chat features, group walk creation, discovery tools, and notifications.
- **Terms:** These Terms of Service, including any updates we may make from time to time.

3. Eligibility and Account Registration

3.1 Eligibility

To use the Platform, you must be at least 18 years of age. By creating an Account, you confirm that you meet this requirement.

3.2 Account Creation

You must create an Account to access most features of the Platform. You agree to provide accurate, current, and complete information during registration and to keep your Account information up to date at all times.

3.3 Security of Account

You are responsible for maintaining the confidentiality of your Account login details and for all activity that occurs under your Account. If you believe your Account has been compromised, you must notify us immediately at [support@trekwithme.co.uk].

3.4 One Account Per User

Each individual may only register for one Account. Duplicate or fake Accounts are strictly prohibited and may be removed without notice.

3.5 Suspension or Termination

We reserve the right to suspend or terminate your Account at our discretion if we believe you have violated these Terms or are otherwise engaged in harmful behaviour.

4. User Responsibilities and Conduct

4.1 General Conduct

You agree to use the Platform responsibly, in accordance with the law, and in a manner that respects other users. You must not use the Platform to:

- To harass, threaten, abuse, or harm others;
- Upload or share content that is unlawful, discriminatory, offensive, defamatory, or otherwise inappropriate;
- To impersonate another person or misrepresent your identity or affiliation;
- To promote or solicit products, services, or commercial interests without our prior written consent;
- To access, collect, or misuse any personal data from other users without authorisation.

4.2 Participation in Walks and Events

Trek With Me enables users to connect and organise walking activities. We do not vet,

verify, or monitor user-organised events. You participate in such activities at your own risk, and we are not responsible for the actions, omissions, or conduct of any user.

4.3 Assumption of Risk

You acknowledge that hiking and outdoor activities involve inherent risks, including but not limited to injury, illness, or accidents. By using the Platform and participating in activities, you accept full responsibility for your safety and wellbeing.

4.4 Reporting Violations

If you observe any breach of these Terms or any concerning behaviour on the Platform, you are encouraged to report it to [support@trekwithme.co.uk].

5. Content and Intellectual Property

5.1 User Content

You may post, upload, or share content (such as photos, profiles, messages, or event descriptions) on the Platform ("User Content"). You retain ownership of any intellectual property rights in the User Content you submit.

5.2 Licence to Trek With Me

By submitting User Content, you grant Trek With Me a worldwide, non-exclusive, royalty-free, transferable licence to use, store, host, reproduce, modify, publicly display, distribute, and create derivative works for the purpose of operating and promoting the Platform. This licence ends when your User Content is deleted from the Platform.

5.3 User Content Standards

You agree not to post any User Content that:

- Infringes any intellectual property, privacy, or publicity rights;
- Contains viruses, malware, or other harmful components;
- Violates these Terms or applicable laws.

5.4 Trek With Me Intellectual Property

All intellectual property on the Platform, including software, design, graphics, logos, and trademarks (excluding User Content), is owned or licensed by Trek With Me. You may not copy, distribute, modify, or create derivative works of any part of the Platform without our express permission.

6. Privacy and Data Protection

6.1 Privacy Policy

Your use of the Platform is subject to our Privacy Policy, which sets out how we collect, use, and protect your personal information in accordance with the UK General Data Protection Regulation (UK GDPR). You can view our Privacy Policy at [insert URL].

If you have questions about how we handle your data, or if you would like to make a data subject request, please contact our Data Protection Contact at:

Name: Data Protection Officer

Email: support@trekwithme.co.uk

Postal Address: 3 Blundells Lane, Southport, England, PR97NP

6.2 Data You Provide

You agree to provide accurate and lawful personal data. This may include your name, contact details, hiking preferences, and any content you submit or post.

6.3 GDPR Rights

You have the right to access, correct, delete, or transfer your personal data. You may also object to or restrict certain processing activities. Requests should be sent to [support@trekwithme.co.uk].

6.4 Third-Party Services

Some features of the Platform may rely on third-party services (e.g., map integrations or payment processors). We are not responsible for the privacy practices of these services, and you are encouraged to review their policies.

6.5 Security

We implement appropriate technical and organisational measures to protect personal data. However, no system is completely secure, and you use the Platform at your own risk.

7. Acceptable Use and Community Guidelines

7.1 User Conduct

You agree to use the Platform only for lawful purposes and in accordance with these Terms. You must not:

- Post or transmit any content that is threatening, abusive, defamatory, obscene, or discriminatory;
- Harass, intimidate, or target any other user;
- Impersonate another person or misrepresent your identity;
- Attempt to access accounts or data of other users without authorisation;
- Interfere with the security, integrity, or performance of the Platform.

7.2 Group Activities and Interactions

You are responsible for your conduct during any group hikes or in-person meetings arranged via the Platform. Trek With Me does not vet users and does not guarantee the character, intentions, or conduct of participants.

7.3 Reporting and Moderation

We reserve the right to remove any content that breaches these Terms or that we reasonably believe may be harmful or inappropriate. Users may report misconduct or inappropriate behaviour to [support@trekwithme.co.uk].

7.4 Suspension or Termination

We may suspend or terminate your access to the Platform if you breach these Terms, create a risk to others, or engage in unlawful behaviour. We may also remove content at our discretion.

7.5 Community Guidelines

We may publish separate **Community Guidelines** which form part of these Terms and govern appropriate behaviour on the Platform. These may include expectations for walk etiquette, safety, respectful interaction, and prohibited conduct. You agree to comply with such guidelines as updated from time to time.

8. Disclaimers, Risk Acknowledgement & Limitation of Liability

8.1 Platform Role & User Responsibility

Trek With Me is a platform that facilitates connections between users who wish to organise or participate in social walking and hiking activities. We do **not organise, supervise, or vet** any users, events, or walking routes. All activities are user-arranged and undertaken **entirely at your own risk**.

8.2 Assumption of Risk

You acknowledge that outdoor activities such as hiking carry inherent risks, including but not limited to injury, illness, loss, or death. By using the Platform and participating in any activities arranged through it, you voluntarily accept full responsibility for your own safety and well-being.

Trek With Me does not vet or verify users, routes, or events. You are solely responsible for assessing whether it is safe or appropriate to engage with others or attend any group walk. Your participation in any activity arranged via the Platform is entirely at your own risk.

When registering for an account, you will be asked to confirm your understanding of this by agreeing to the following statement:

“I understand that Trek With Me does not vet users and that participation in walks is entirely at my own risk.”

8.3 Medical and Emergency Disclaimer

We do not provide medical advice, supervision, or emergency support. You are solely responsible for determining whether a walk or hike is appropriate for your fitness level and for ensuring you are adequately equipped. In case of emergency, you must contact the appropriate emergency services.

8.4 No Endorsement or Vetting

Trek With Me does not verify or endorse any user, event organiser, route, or user-generated content. We do not guarantee the reliability, safety, legality, or accuracy of any activity, information, or user on the Platform. Use of the Platform requires your personal judgment and discretion.

8.5 No Warranties

The Platform is provided on an “**as is**” and “**as available**” basis. To the fullest extent permitted by law, we make **no warranties or representations** of any kind, whether express or implied, including (but not limited to) warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.6 Limitation of Liability

To the fullest extent permitted by law, Trek With Me shall **not be liable** for any direct, indirect, incidental, consequential, or punitive damages, loss of profit, data, goodwill, or other losses arising from:

- your use of or inability to use the Platform;
- interactions with other users;
- participation in walks or activities arranged via the Platform;
- reliance on any information obtained through the Platform.

Nothing in these Terms excludes or limits our liability where it would be unlawful to do so, including liability for death or personal injury caused by our negligence.

8.7 Service Interruptions & Force Majeure

We do not guarantee that the Platform will be available, uninterrupted, or error-free. Access may be restricted or suspended for technical, legal, or operational reasons. We are not liable for any failure or delay in performance caused by circumstances beyond our reasonable control (including, but not limited to, natural disasters, pandemics, internet outages, or governmental restrictions).

9. Limitation of Liability

9.1 Platform Access and Use

To the fullest extent permitted by law, Trek With Me shall not be liable for any loss or damage (whether direct, indirect, incidental, consequential or otherwise) arising out of or in connection with your use of, or inability to use, the Platform or participation in any activity arranged through it.

9.2 User Interactions

We are not responsible for any interactions, disputes, or harm that arises between users of the Platform, whether during hikes or via communications through the Platform.

9.3 Third-Party Content and Links

The Platform may contain links to third-party websites or resources. Trek With Me does not endorse and is not responsible for the availability, accuracy, or content of such third-party sites.

9.4 Force Majeure

We will not be liable for any delay or failure to perform our obligations under these Terms due to events beyond our reasonable control, including (but not limited to) acts of God, natural disasters, pandemic, strikes, internet failures, or government restrictions.

10. Account Suspension and Termination

10.1 User Termination

You may terminate your account at any time by following the instructions within the Platform. Termination of your account will not affect any rights or obligations accrued before termination.

10.2 Suspension by Trek With Me

We reserve the right to suspend, restrict, or terminate your access to the Platform at our discretion if:

- You breach any of these Terms;
- Your conduct is deemed harmful, abusive, or otherwise inappropriate;
- Required by law or regulatory authority.

10.3 Consequences of Termination

Upon termination:

- Your access to the Platform and all associated features will cease;
- We may retain or delete your content in accordance with our Privacy Policy;

- Sections of these Terms that by their nature should survive termination (including disclaimers, liability, and dispute resolution) shall remain in effect.

11. Intellectual Property

11.1 Ownership

All intellectual property rights in the Platform, including but not limited to its content, software, trademarks, branding, databases, and design, are owned by or licensed to Trek With Me. These rights are protected by copyright and other applicable intellectual property laws.

11.2 User Licence

Subject to your compliance with these Terms, Trek With Me grants you a limited, non-exclusive, non-transferable, and revocable licence to access and use the Platform for its intended purpose. You may not copy, modify, distribute, sell, or lease any part of the Platform or its content unless expressly authorised in writing.

11.3 User Content

You retain ownership of content you submit or post through the Platform (such as comments or profile information), but you grant Trek With Me a worldwide, non-exclusive, royalty-free licence to use, store, reproduce, and display such content in connection with operating and improving the Platform.

11.4 Infringement

If you believe that any content on the Platform infringes your intellectual property rights, please notify us using the contact information provided in Section 17.

12. Privacy and Data Protection

12.1 Data Collection

We collect and process personal data in accordance with our Privacy Policy. This includes information you provide when registering an account, as well as data collected through your use of the Platform.

12.2 Data Use

Personal data will be used for purposes including account management, user verification, communication, service improvement, and, where applicable, legal compliance.

12.3 GDPR Compliance

If you are located in the UK or EU, your rights under the UK GDPR or EU GDPR will apply. These include the right to access, correct, delete, or restrict the use of your personal data.

12.4 Security

We implement reasonable technical and organisational measures to protect your personal data from unauthorised access, disclosure, alteration, or destruction. However, no system is completely secure, and we cannot guarantee the absolute security of your data.

12.5 Cookies

We may use cookies and similar technologies to collect information about your usage of the Platform. Full details are set out in our Cookies Policy.

We use cookies and similar technologies to improve user experience and analyse usage patterns. By continuing to use the Platform, you agree to our Cookie Policy, which forms part of these Terms.

14. Changes to the Terms

14.1 Right to Modify

We may update or amend these Terms from time to time to reflect changes to our services, legal requirements, or other business needs. The updated version will be posted on our website or within the app, and the effective date will be indicated.

14.2 Notice of Changes

We will provide reasonable notice of significant changes, which may include sending an email notification or displaying a notice in the Platform.

14.3 Continued Use

Your continued use of the Platform after any changes to the Terms constitutes your acceptance of those changes. If you do not agree to the updated Terms, you should stop using the Platform.

15. Termination

15.1 Your Right to Terminate

You may stop using the Platform and terminate your account at any time. Termination of your account does not relieve you of any obligations or liabilities incurred prior to termination.

15.2 Our Right to Suspend or Terminate

We may suspend or terminate your access to the Platform at any time, without prior notice, if we reasonably believe you have violated these Terms, engaged in inappropriate behaviour, or if required to do so by law.

15.3 Effect of Termination

Upon termination:

- Your right to access and use the Platform will cease immediately.
- Any provisions of these Terms that are intended to survive termination (including but not limited to disclaimers, limitation of liability, and governing law clauses) shall remain in full force and effect.

16. Governing Law and Jurisdiction

16.1 Governing Law

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

17. Miscellaneous

17.1 Entire Agreement

These Terms constitute the entire agreement between you and Trek With Me Ltd concerning your use of the Platform, and supersede all prior agreements or understandings.

17.2 Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.

17.3 No Waiver

Our failure to enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

17.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations without restriction.

17.5 Force Majeure

We shall not be held responsible for any delay or failure in performance resulting from causes beyond our reasonable control, including but not limited to natural disasters, power failures, cyber attacks, or internet outages.

18. Contact Us

If you have any questions, feedback, or complaints regarding these Terms or the Platform, you can contact us at:

Email: support@trekwithme.co.uk

Registered Office: 3 Blundells Lane, Southport, England, PR97NP

Company Name: Trek With Me Ltd

Company Number: 16042219