

Terms of service

Common terms for makeatour.eu and the related websites and applications.

Application of this version: Version 2026-10-04.2 applies to new contracts entered into from the time of its publication on 4 October 2026, provided that it was made available before the contract was entered into. Previously concluded contracts remain subject to the previous version until the amendment takes effect in accordance with the contract and applicable law. The Terms do not apply retroactively.

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1. Operator and scope

The operator is Michał Kacprzak, acting under the name makeatour.eu, at Dobra 9c, 05-504 Runów, Poland. Contact: contact@makeatour.eu. These Terms govern the electronic services provided by this operator.

They cover makeatour.eu, the Wypad na moto and Wypad na offroad families of services, their language versions, app and owner portals, and related applications listed on this page. A user is anyone using these services; an account is their individual access to available functions.

2. Available services and charges

Depending on the service and its current functions, users can browse directories, maps and calendars, maintain an account, participate in groups, publish content, record routes, optionally share their location, and use recreational timing or NFC stamps. Organisers and venues can present information through the functions made available to them.

Accounts and directories are free. Any paid function requires separate, clearly presented conditions and pricing before ordering. Simulated payments do not establish an actual purchase or booking; listings do not confirm either.

3. Registration and the account agreement

Before registration, users can read, save and print these Terms free of charge. Creating an account requires accurate information and confirmation that the user has read and accepts the Terms. The account agreement begins on successful registration, for an indefinite period.

Users must have the legal capacity required for their actions, keep their information current, protect their login credentials and report suspected unauthorised access. Where legally necessary, a minor must obtain the consent of a legal representative. Acceptance of the Terms does not constitute marketing consent.

4. Technical requirements

Use requires an internet connection and an up-to-date browser supporting JavaScript and necessary local storage, or a compatible application and device. Registration requires access to the specified email address. Location and NFC functions require suitable hardware and permissions; refusing optional permissions limits only the functions that depend on them.

The operator takes reasonable measures to maintain the services and communicates planned interruptions where practicable. Maintenance, connectivity problems and errors may affect availability. This does not exclude liability imposed by law.

5. Responsible use and lawful riding

Maps, routes, locations and user reports are informational and may be incomplete or outdated. Their publication does not confirm a right of entry, permission to ride, safety, road conditions or access to private land, forests or protected areas. Users must verify current restrictions and obtain necessary permissions.

Observe applicable traffic, environmental and land-access rules, respect owners and other people, and adapt activity to conditions and ability. Recreational timing and NFC stamps are not an invitation to race or break rules. Do not operate the service while driving when this compromises safety.

6. Organisers, venues and events

Operating the platform does not automatically make the operator the organiser of a listed event or the provider of a venue's services. The identity of the actual organiser or provider, participation conditions and any fees must be checked in the relevant information.

Publication, a calendar entry or an expression of interest does not itself guarantee a place, a booking or the performance of an event. These provisions do not limit the operator's responsibility for its own acts or mandatory consumer rights.

7. Community meetups and the Operator's role

Community allows Users to post proposals for shared rides and meetups, contact one another and arrange participation. These meetups are Users' own initiatives. Within this feature, the Operator provides communication tools: it does not organise or lead trips, choose their routes, provide a guide, supervise participants or provide medical support, and it does not charge for organising these meetups.

The listing identifies the person proposing the meetup. Participants agree among themselves on the actual division of tasks, the meetup's arrangements, route, participation conditions, equipment requirements and any financial arrangements. A User must not present a meetup as organised, led or supported for safety by the Operator unless that is true.

A listing, its display on a map or calendar, content moderation, a profile's popularity or confirmation of participation in the app does not confirm participants' qualifications, a route's legality or the meetup's safety. Where the service indicates that verification has been performed, its scope is limited to the accompanying description; checking one item does not mean that other items have been checked.

Joining a Community meetup does not mean purchasing a trip from the Operator, obtaining insurance cover or being provided with rescue assistance. Before departure, a User should check which services the people they are meeting actually provide and whether their insurance covers the planned activity and territory.

Users are responsible for their own acts and omissions under applicable law. Making contact through the service does not, by itself, transfer the duties of a participant or the person actually organising a meetup to the Operator. This does not exclude the Operator's responsibility for its own acts, omissions or duties that cannot lawfully be excluded or limited.

8. Preparation and safe participation

Motorcycling and off-road driving involve risks of accidents, damage to vehicles or other property, injury, permanent impairment and death. Risks may arise from traffic, surfaces and obstacles, weather, breakdowns, other people's behaviour and loss of connectivity. This information supports an informed decision; it is not a waiver of rights or consent to being harmed.

Before taking part, check the meetup's requirements and match the activity to your skills, condition, vehicle and current circumstances. Do not attempt a manoeuvre or route that you cannot complete safely and lawfully. You may refuse to continue along a dangerous section or end your participation; no one should pressure others to ride beyond their abilities or break the law.

Drivers must hold the qualifications required where they drive, use a vehicle permitted for the activity, in roadworthy condition and with any required insurance, and use the required protective equipment. Driving after consuming alcohol or intoxicating substances, or in any other condition that prevents safe driving, is prohibited. Being in a group or following another participant's directions does not replace independent observation of the road and compliance with the law.

Community must not be used to organise or promote illegal races, dangerous displays, unlawful road blocking, breaches of access restrictions or other activities endangering people or the environment. Timing, ranking and stamp features must not be used for such competition.

The people actually organising a meetup check the notifications, permits, landowner or land manager consents and safety requirements required by law, and fulfil the duties that apply to them. A landowner's permission does not override statutory restrictions on access to forests, nature reserves, national parks or other restrictions. Publishing a GPX track, a road on a map or a report of a previous ride does not prove lawful access.

Information about routes, difficulty, weather and location may be incomplete, delayed or outdated. Users check signs, current closures and conditions on the ground. Listing authors should accurately describe material hazards and restrictions known to them and correct false or outdated information when they become aware of it. Unconfirmed permission to ride must not be presented as certain.

In an accident or an immediate threat to life or health, contact emergency services - in the European Union, call 112 - and comply with the duties imposed by law. The service, messages to the Operator and location sharing do not replace an emergency call. Internet access, GPS reception and access to the app may be lost.

9. Participation by minors

A minor may take part in a Community meetup under the actual care of an adult who has agreed to provide it, and with their legal representative's consent where required by law. The legal representative and the adult providing care should know the nature of the activity, route, requirements and foreseeable risks. The presence of any adult in the group does not mean that the adult has taken responsibility for caring for the minor.

Consent to participation and adult supervision do not replace required driving qualifications, age restrictions, passenger rules or protective equipment. Through Community, the Operator does not take a minor into its care or appoint their carer. People organising activities involving minors must fulfil the child protection duties applicable to them.

Acknowledgement of the rules by a minor, parent or carer does not waive the minor's claims or release anyone from liability under the law. Consent to joining a meetup is separate from consent to publishing images, disclosing location or receiving marketing.

10. Reporting hazards and protecting privacy

Report suspected unlawful routes, dangerous activity, violence, harassment or unlawful disclosure of location using the available reporting features or contact@makeatour.eu. Where possible, identify the listing or other content and describe the circumstances. In urgent matters, contact the appropriate emergency services first; the Operator's contact channel is not an emergency number.

The Operator assesses reports with regard to the type of risk and may take proportionate protective measures described in the moderation section, including restricting access to specific content. Where required by law, it provides information to the competent authorities. These actions do not amount to continuous supervision of meetups.

Share the precise meeting point, participant list, photos and live location only to the extent needed for arrangements and with people who should receive them. Do not disclose another person's location, contact details or image without an appropriate legal basis. Take particular care with children's data.

11. User content and rights

Users may submit only content they are entitled to use and share. Unlawful content, infringement of others' rights, threats, harassment, impersonation, spam and interference with service security are prohibited. Do not disclose other people's personal information or location without a lawful basis.

Users retain their rights. They grant the operator a non-exclusive, royalty-free licence only to store, technically process and display their submitted content as necessary to provide the chosen service, according to its visibility settings. This does not authorise unrelated advertising use or sale of the content. The licence lasts only as needed for those purposes and lawful retention.

12. Reports, moderation and appeals

Illegal content, threats and breaches of the Terms can be reported through the available website functions or to contact@makeatour.eu. Identify the precise location of the content, such as a listing link or meeting identifier, explain the report and provide an email address for a reply and your first and last name where the law requires these details. Confirm that you are acting in good faith and believe the information provided to be accurate and complete. Statutory exceptions to providing identifying details apply, particularly for reports of certain sexual offences against children.

The Operator assesses reports carefully, objectively and without undue delay, taking account of urgency and the rights of those concerned. It may request clarification, restrict the visibility of specific content, remove it or restrict an Account in a manner proportionate to the breach. Any acknowledgement of receipt and information about the outcome required by law are sent to the contact address provided. Reporting to the Operator does not replace contacting the emergency services in the event of immediate danger.

A person affected by a restriction receives the statement of reasons required by law, covering the measure taken, the relevant circumstances, its legal or contractual basis and the available ways to challenge the decision. Where required by law, the information also covers the use of automated tools. The reporting person's identity is not disclosed without an appropriate legal basis.

A decision can be challenged by writing to contact@makeatour.eu, identifying the decision and the reasons for the objection. The Operator reassesses the matter; if the restriction is unjustified, it amends or lifts it as appropriate. This procedure does not limit statutory time limits, access to a court, complaints to the competent authority or any applicable out-of-court dispute resolution rights. Additional statutory appeal rights apply to the extent that they cover the service concerned.

13. Personal data and location

Personal data is processed to provide and secure services, handle communication and meet legal obligations, on the applicable lawful bases. Information required by data-protection law must be provided when data is collected; these Terms do not replace that information.

Sharing location is optional and depends on the selected function, permissions and visibility settings. Check who can see a route or position before sharing it. Users can stop sharing through the relevant controls; this does not automatically erase information already lawfully received by others.

14. Ending use and deleting an account

Users may stop browsing at any time and end the account agreement by requesting deletion at contact@makeatour.eu, also without logging in. The operator may request proportionate verification to prevent unauthorised deletion and then processes the request without undue delay.

The operator may restrict or terminate an account for justified, serious or repeated violations, using proportionate measures and an opportunity to explain where appropriate. Urgent protective action remains possible. Deletion does not affect accrued statutory claims; information is retained only where a lawful basis requires or permits it.

15. Complaints and dispute resolution

A complaint about the platform can be submitted to contact@makeatour.eu or to the Operator's postal address given in the section identifying the Operator. Describe the problem, the relevant circumstances and the outcome sought, and indicate how you wish to receive the reply. There is no requirement to resolve a dispute with another User first. The Operator may request information needed to clarify the matter.

The Operator responds to a complaint within 14 days of receiving it. Shorter time limits and consequences of failing to respond also apply where provided for by the applicable law. A complaint does not shorten the time limits for pursuing claims and is not a prerequisite for referring the matter to a court or authority, unless such a requirement follows from the applicable law.

Information about the competent out-of-court dispute resolution entity and whether the Operator is obliged or agrees to participate is provided where required by law, including when closing a complaint that remains unresolved. The Terms do not impose mandatory arbitration or constitute membership of a particular mediation scheme. Assistance from the relevant European Consumer Centre is available for matters within its remit.

16. Consumer rights and withdrawal

The Terms do not deprive a consumer or any other person entitled to statutory protection of their rights under the applicable law. An unfair term is not binding to the extent provided by law; it is not automatically replaced with the broadest possible limitation of the Operator's liability. The remainder of the contract continues to apply if it can legally continue without that term.

If the contract is subject to a statutory right of withdrawal from a distance contract, the consumer may withdraw without giving a reason within 14 days of concluding it or within another applicable statutory period. It is sufficient to send an unambiguous statement to contact@makeatour.eu or the Operator's address before the deadline; no particular form is required. This does not limit the right to use an online withdrawal function required by law or any longer periods, including those resulting from a failure to provide the required information correctly. Ordinary termination of Account use is separate from statutory withdrawal.

Registration, acceptance of the Terms, acknowledgement of the meeting rules or use of a free Account do not in themselves waive the right of withdrawal. If a separate paid service is to begin before this period expires, or a statutory exception applies, the required information, requests and confirmations must be separately provided or obtained, as appropriate, before the service is performed. Refunds and other effects of withdrawal follow the rules and time limits of the applicable law; the Terms do not impose a withdrawal fee.

17. Markets, applicable law and courts

The Terms cover use of the listed websites by Users in Poland, Germany, France, Spain, Italy, Czechia, Sweden, Denmark, Norway, the United Kingdom and Ireland. The United Kingdom includes England, Wales, Scotland and Northern Ireland. Country-specific provisions apply in accordance with the law governing the matter concerned; the choice of language or domain alone does not determine the applicable law, the User's nationality or their place of residence.

Polish law is chosen to govern the contract for use of the platform. This choice does not deprive a consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country of their habitual residence, if that law would apply in the absence of this choice. Other overriding mandatory provisions also remain applicable. The Terms do not automatically choose Polish law for accidents, non-contractual liability, access to land or obligations under public law.

Jurisdiction is determined by the applicable laws and international agreements. The User retains the right to bring proceedings in their own country or place of domicile where they have that right. The Terms do not establish exclusive jurisdiction for Polish courts, mandatory arbitration or a prohibition on using statutory remedies. No language version takes precedence in a way that would restrict the User's mandatory protection; ambiguities are resolved in accordance with the applicable law.

18. Scope of liability

The contract concerns the platform services described. Merely enabling contact and the publication of a meeting does not oblige the Operator to organise, lead or physically supervise a trip, select a route, repair a vehicle, provide insurance or conduct rescue operations. Responsibility for the acts of participants and those actually organising the meeting is determined by the applicable law and their actual roles; a label used in a listing does not determine those roles.

The Operator is responsible for its own obligations and for persons for whom it is liable under the law. The Terms do not exclude or limit liability for death, bodily injury or damage to health, intentional harm, gross negligence, fraud or any other liability that cannot lawfully be limited. They do not set a damages cap of zero or the price of a free Account, or establish a general exclusion of liability for the Operator's own failure to perform the contract.

Information about risks and a voluntary decision to participate do not constitute consent to another person's unlawful conduct, a waiver of claims or an obligation for the User to cover all defence costs or claims against the Operator. Any contributory responsibility, causation, conditions and scope of compensation are determined in accordance with the applicable law. Statutory rules on hosting User content do not remove the Operator's own obligations to respond to reports and are not a general exclusion of liability for accidents.

19. Conformity of and changes to the digital service

To the extent covered by the applicable rules on digital content and digital services, the User retains the right to conformity with the contract, required updates, restoration of conformity and, as appropriate, a price reduction, termination of the contract or other remedies. The absence of a monetary price does not in itself mean that protection is unavailable. The Terms do not constitute a sale of personal data or general consent to its processing.

Beyond changes necessary to maintain conformity with the contract, a continuously supplied service may be changed for a valid reason: the need to adapt to changed legislation, eliminate a documented security threat, adapt to changes in operating systems or technical interfaces, or respond to a significant change in user numbers that requires measures to ensure proper operation. The scope of the change must correspond to that reason; this is not a basis for

arbitrarily worsening core functions. The change entails no additional cost for the consumer, and information about it must be clear and comprehensible.

If a change beyond what is necessary to maintain conformity negatively affects access or use to more than a minor extent, the Operator provides, reasonably in advance on a durable medium, such as an email whose contents can be retained, a description of the change, its date and information about the right to terminate the contract free of charge. Where the relevant digital service rules apply, the consumer may exercise this right within 30 days of the change or receipt of the information, whichever is later; a statutory exception may apply where continued use of the unchanged, conforming service is provided at no additional cost. This does not limit more favourable statutory rights, refunds or any right to retrieve one's own content.

20. Service messages and marketing

Acceptance of the Terms and acknowledgement of the Community rules do not constitute consent to marketing. Electronic marketing messages are sent on the basis of separate, voluntary consent covering the specified portal and channel. Consent relating to one portal does not authorise marketing from other websites in the makeatour.eu family. Consent can be withdrawn without losing the Account, by using the available unsubscribe option or writing to contact@makeatour.eu. Consent may cover messages sent exclusively by makeatour.eu containing partner offers relevant to the specified portal's subject matter, if this scope was clearly stated when consent was given. We do not share address lists or other recipient data with partners on the basis of this consent or authorise them to send their own marketing. We do not extend existing consents to partner offers without a new, voluntary choice by the User.

Necessary messages about the Account, security, selected actions, a complaint or a contractual change are separate from marketing. Unsubscribing from advertising does not block such service messages. Their content should not use this basis to include unsolicited advertising. Consent concerning minors and the processing of their data are assessed separately under the applicable law.

21. Activities abroad and local restrictions

When planning a meeting or a cross-border ride, check the rules at each location of the activity: licences and minimum age, vehicle approval and insurance, transport of children, road traffic, access to roads and land, environmental protection, noise restrictions and any required event notifications or permits. The owner's consent, a right of pedestrian access to nature, foreign vehicle registration or an available GPX track do not automatically authorise motorised riding.

The author of a meeting listing should not present unverified rights to use a route, permits or insurance as confirmed. Anyone who actually undertakes organisation, group leadership, a paid service, transport or supervision of children must meet the obligations arising from that role. Agreements between participants do not remove the Operator's own obligations or authorise activities requiring a permit or other qualification.

22. Country addendum: Poland

A person covered by Polish consumer protection, including any other person entitled to it by statute, retains the rights arising from the Civil Code and the Consumer Rights Act. The Terms do not exclude liability for intentional harm or protected personal injury claims. Unfair terms do not become effective by ticking an acceptance box. Changes to a digital service covered by the Act are also subject to Articles 43p and 43q of the Consumer Rights Act, independently of the notice period for changes to the Terms.

During activities in Poland, road traffic rules, statutory restrictions on entering forests, parks and other protected areas, and requirements concerning particular assemblies and events must be followed. The presence of a road or track on the website does not confirm that it is open to motor vehicles. The organiser determines whether notification or a permit is required according to the actual nature, location and scale of the event; describing a ride as recreational does not remove these obligations.

23. Country addendum: Germany

For a consumer benefiting from the mandatory protection of German law, the Terms do not exclude or limit statutory liability for death, bodily injury or damage to health, intentional conduct or gross negligence, or any other liability that may not be limited. This also applies to representatives and persons used by the Operator to perform its obligations, to the extent prescribed by law. Essential contractual obligations, statutory rules on the burden of proof and rights concerning digital services remain unaffected, including §327r BGB where applicable.

In Germany, check the rules of the relevant federal state, local restrictions and permits required for roads, forests, protected areas and events. A right to enter a forest is not a general right to ride a motorcycle there. Parental consent to an Account, actual supervision during a trip and the required driving entitlements are separate matters; the fact that an Account is free does not in itself establish that a minor may conclude the contract without the required consent of their representative.

24. Country addendum: France

For a consumer benefiting from the mandatory protection of French law, the Terms do not remove or limit the right to compensation for harm resulting from a breach of the Operator's obligations, and do not alter the statutory burden of proof. Rights concerning conformity of digital services remain unaffected. Where Article L224-25-26 of the Code de la consommation applies, an additional update requires a valid reason provided for in the contract, no additional cost and clear advance information on a durable medium. The User also receives the required information about the option to refuse or uninstall the update and to terminate the contract in the event of a negative impact, subject to the statutory conditions and exceptions. The common provisions do not limit these rights.

In France, check whether riding is permitted on the road or land concerned and the notifications and permits required for the actual type of meeting. Private ownership and the owner's consent do not remove other restrictions. Consent and supervision concerning a minor's participation do not replace any consent or representation required for the Account contract and data processing. They do not waive the child's claims.

25. Country addendum: Spain

A consumer benefiting from the mandatory protection of Spanish law retains the rights arising from the TRLGDCU, particularly those concerning unfair terms, non-performance of the contract and damage, death and injuries caused by the Operator's acts or omissions. Liability whose limitation is prohibited, and claims arising from intentional conduct, are not excluded. Changes to digital services covered by the legislation are subject to Articles 126 and 126 bis, including the right to terminate the contract free of charge within the statutory period of 30 days.

Before activities in Spain, check the rules of the relevant autonomous community, municipality and land manager, including forest, fire prevention and temporary restrictions. Making a route available does not confirm a right of access. The age at which a person can independently consent to data processing does not determine their capacity to enter every contract, or their right to drive a vehicle or participate in a risky activity.

26. Country addendum: Italy

Where the mandatory protection of Italian law applies, the Terms do not exclude or limit liability protected by Article 1229 of the Codice civile and consumer protection provisions, particularly for intentional conduct, gross negligence and death or personal injury caused by the Operator's acts or omissions. Statutory rights concerning the supply, conformity and modification of digital services remain unaffected, including Article 135-vicies semel of the Codice del consumo and its 30-day right to terminate the contract. Acceptance of the Terms does not validate a prohibited clause.

During activities in Italy, check the rules of the relevant region, municipality and area manager, including those concerning motor events on private land. The rules of one region cannot automatically be applied to others. Consent to a child's participation, representation when contracting and consent concerning their data require separate assessments; independent consent to data processing does not mean full capacity to enter every contract.

27. Country addendum: Czechia

To the extent that the mandatory protection of Czech law applies, the Terms do not limit in advance claims protected by §2898 of the Czech Civil Code, including claims of the weaker party. Awareness or acceptance of a risk alone does not waive claims against the person causing harm. Statutory rights concerning changes to terms and digital services remain unaffected, including §2389q and the 30-day right to terminate the contract described in the common provisions where the statutory conditions are met.

Before riding in a Czech forest, check the statutory prohibition on driving and parking motor vehicles and the actual basis for any exception. The organiser of an event for which this is required obtains the owner's written consent and any other required permits; a GPS track does not confirm that they have been obtained. A minor's supervised participation does not replace the required consent of their representative or the entitlements needed for the specific activity.

28. Country addendum: Sweden

A User covered by the mandatory protection of Swedish law retains protection against unfair terms and statutory rights concerning digital services. The Terms do not limit liability for intentional conduct, gross negligence or protected personal injury. Where Chapter 9 §§19-20 of the Konsumentköplag applies, the requirements for changes to the service and the 30-day right to terminate the contract remain unaffected, subject to the conditions set by law.

The Swedish right of public access to nature, allemansrätten, does not grant a right to drive a motor vehicle. Check prohibitions on off-road driving, particularly on land not covered by snow, statutory exceptions and local restrictions. The owner's consent alone does not override these rules. A minor needs the appropriate consent or representation when undertaking obligations and, separately, actual supervision during the meeting, in accordance with legal requirements.

29. Country addendum: Denmark

A User covered by the mandatory protection of Danish law retains the protection arising from the Aftaleloven and the rules concerning digital services and compensation for personal injury. The Terms do not impose an advance waiver of compensation prohibited by the Erstatningsansvarsloven. Changes to digital services covered by the law are subject to §77b of the Købeloven. Choice of law and jurisdiction are subject to the laws and international agreements applicable to Denmark; it is not assumed that all EU conflict-of-law rules apply there in the same way.

In Denmark, check the rules for the particular forest, natural area and road. Public access to nature does not mean motorised access, and the owner's consent does not replace nature protection requirements or other rules. Consent to processing a minor's data, capacity to accept a contract and supervision during a trip are separate requirements.

30. Country addendum: Norway

A User covered by the mandatory protection of Norwegian law retains protection against unfair terms under the Avtaleloven and rights concerning digital services, including the requirements for changes and termination set out in §§41-42 of the Digitalytelsesloven where applicable. The choice of Polish law does not exclude this mandatory protection or the jurisdiction arising from law and applicable international agreements. EEA membership does not mean that all European Union regulations automatically apply in Norway.

In Norway, check restrictions on motorised off-road traffic and any required exemptions or permits from the competent authorities. The owner's consent and a shared track do not constitute automatic permission. Areas with a special regime, including Svalbard, require separate verification. A minor's participation does not replace separate requirements concerning contracting, data, marketing, location and likeness.

31. Country addendum: United Kingdom

For a User benefiting from the mandatory protection of United Kingdom law, no term or website notice excludes or limits liability for death or personal injury resulting from the Operator's negligence or any other non-excludable rights, including protection under the Consumer Rights Act 2015. Mere awareness of a warning or acceptance of the terms does not constitute voluntary acceptance of that legal risk. Mandatory rights and the jurisdiction of the courts of the relevant part of the United Kingdom remain unaffected, taking account of the distinctions between England and Wales, Scotland and Northern Ireland.

Rights of pedestrian access to roads or nature do not confer a right to ride a motorcycle. Establish the actual right of vehicular access, the category of road and local restrictions in the relevant part of the country. Requirements concerning consent to an Account and supervision of a minor during a trip are assessed separately. The Operator's obligations concerning online safety and child protection, to the extent that the Online Safety Act 2023 and data protection law apply, are not transferred to parents or removed by consent to participation.

32. Country addendum: Ireland

Where Irish consumer law applies, the Terms do not limit statutorily protected liability for death or personal injury resulting from the Operator's acts or omissions, shift the statutory burden of proof to the consumer or impose exclusive jurisdiction on the courts where the Operator is established. Acceptance of a warning alone does not constitute assumption of that legal risk. Rights concerning the supply and modification of digital services under the Consumer Rights Act 2022 remain unaffected. This addendum concerns Ireland, not Northern Ireland.

Before using an off-road vehicle in Ireland, check its classification and approval and the applicable restrictions, including S.I. No. 123/2026 where it covers the vehicle concerned. Where lawful use is based on the owner's consent, the written form required by law must be observed and the entitlement must be capable of being demonstrated. Not every motorcycle is subject to the same regime, and permission to use land does not replace other obligations. The age of majority, capacity to contract, supervision and a child's eligibility for a particular activity require separate assessments.

33. Changes to and availability of the Terms

The Terms may need to change to reflect specific changes in the law or binding decisions of authorities, to eliminate identified security threats, or to introduce, modify or discontinue a function as described in accordance with the rules on changes to digital services. A change must relate to the reason stated and cannot be used arbitrarily to restrict rights already acquired, introduce fees or shift responsibility for earlier events.

Material changes are announced at least 14 days in advance, stating their reason, scope and planned effective date, including by email to Account holders in a form that can be retained. Longer periods and other requirements apply where required by the applicable law. The User may terminate the contract before the changes take effect. Silence or continued use alone does not replace express consent where it is required; changes do not apply retrospectively.

Versions of the Terms remain available to read, save and print. Acknowledging the rules of a particular meeting does not automatically constitute acceptance of a new version of the Terms. Changes to the contract and changes to the service itself are assessed separately; the procedure

for announcing changes to the Terms does not replace rights relating to a detrimental change to a digital service.

Services covered

makeatour.eu - <https://makeatour.eu>

Wypad na moto - <https://wypadnamoto.pl>

Salida en moto - <https://salidaenmoto.es>

Uscita in moto - <https://uscitainmoto.it>

Výlet na motorce - <https://vyletnamotorce.cz>

Wypad na offroad - <https://wypadnaoffroad.pl>

Offroadausflug - <https://offroadausflug.de>

Virée tout-terrain - <https://vireetoutterrain.fr>

Offroadtur - <https://offroadtur.eu>

Offroadtour - <https://offroadtour.eu>

Let's Ride Out - <https://letsrideout.eu>