

## TERMS OF USE OF THE TASTELIST PORTAL

### Article I. Introductory Provisions

1. The TASTELIST portal is a specialized space intended for all lovers of food and cooking. It is used to inform its users especially about food, recipes and includes user ratings for individual recipes or other content focused on food and eating (hereinafter referred to as **"TASTELIST"**).
2. The operator of and the provider of services available on the TASTELIST portal is the company Tastelist s.r.o., having its registered office at: Na bráne 8665/4, 010 01 Žilina, Company Reg. No.: 53 211 871, incorporated in the Commercial Register maintained by the District Court of Žilina, Section: Sro, File No.: 75355/L, email: info@tastelist.com (hereinafter referred to as the **"Controller"**).
3. The services provided by the Controller primarily consist of searching, processing, collecting, storing and transmitting data, which may include data entered on TASTELIST by the operator itself, entered on TASTELIST at the request of a partner advertising its products or services thereon, or content added to TASTELIST by its registered users, such as recipes and recipe reviews. TASTELIST portal services are intended only for users (natural persons) older than 16 years.
4. A natural person who visits the TASTELIST portal (hereinafter referred to as the **"User"**) is obliged to comply with these Terms of Use.
5. These Terms of Use of the TASTELIST Portal govern the rights and obligations between the Controller and the Users (hereinafter referred to as the **"Terms of Use"**).
6. The competent authority for the supervision of services provided by the Controller is the Slovak Trade Inspection (STI), STI Inspectorate for the Žilina Region, Predmestská 71, P.O. BOX B-89, 011 79 Žilina, Tel.: +421 41 763 21 30, +421 41 724 58 68.

### Article II. General Rules of Adding Recipes, Ratings and Other Content

1. Adding recipes and ratings is possible for registered Users of the TASTELIST portal. When registering, the User shall fill in the registration data required by the Controller for the purpose of providing TASTELIST portal services. The User shall choose a nickname under which he/she will add recipes or recipe ratings; the chosen nickname must not be the same as the name, surname or nickname of a publicly known person. After registration, a user account will be created for the User who is then entitled to use the current functionalities of TASTELIST through such account.
2. The User may add to TASTELIST only the content for which all rights and obligations have been settled. The User shall be fully liable for ensuring that the publication of information, including images on the TASTELIST portal, does not infringe third-party rights, in particular any rights to trademarks, business names, copyrights or other intellectual property rights of third parties.
3. The User may not add to TASTELIST any content that would contravene generally

binding legal regulations.

4. The User may not use the TASTELIST portal services for any purpose contrary to the applicable law or these Terms of Use.

The User may not use the services in a way that could damage, disable, overload or impair the TASTELIST functionality or use TASTELIST to perform an activity contrary to generally binding regulations.

5. The TASTELIST portal is available in various language variations (e.g. [www.tastelist.com](http://www.tastelist.com), [www.tastelist.sk](http://www.tastelist.sk), [www.tastelist.de](http://www.tastelist.de)); in the case of creating a User account, the User is entitled to use the TASTELIST portal services in another language variation.
6. The use of the TASTELIST portal services is free of charge.
7. If a registered User does not use his/her User account created on TASTELIST within 2 years from the date of the last login to his/her User account, his/her User account shall be automatically deleted.

### **Article III. Liability for Added Content**

1. The relationships in the provision of TASTELIST portal services between the Controller and the Users of the TASTELIST portal are also defined by Act No. 22/2004 Coll. on Electronic Commerce and on amendments to Act No. 128/2002 Coll. on State Control of the Internal Market in Matters of Consumer Protection and on Amendments to Certain Acts as amended by Act No. 284/2002 Coll. as amended (hereinafter referred to as the **“Electronic Commerce Act”**).
2. In relation to the possibility of adding recipes and ratings, this is an information society service provided in accordance with the Electronic Commerce Act.
3. Pursuant to the Electronic Commerce Act, the Controller is not obliged to actively search for information included in the added content, which would justify the illegality of the added content on the TASTELIST portal.
4. The User shall be liable for the content of the added recipes and his/her ratings, particularly for ensuring that the content will comply with these Terms of Use of the TASTELIST Portal. The Controller's liability for the provision of information society services is governed by Section 6 of the Electronic Commerce Act. In principle, the Controller shall not be liable for the content added by the Users, except for the case under paragraph 5 below of this Article.
5. The Controller shall be liable for the content added to the TASTELIST portal by Users if the Controller fails to remove the given content or at least deny access to it without undue delay after the Controller has reliably become aware of the illegality of the content or any other illegal act committed by the User of the TASTELIST portal.

### **Article IV. Copyright**

1. The TASTELIST portal as well as the individual sections thereof are protected by Act No. 185/2015 Coll. – Copyright Act as amended (hereinafter referred to as the **“Copyright Act”**). The sole owner of the property copyrights is the Controller that is also entitled to exercise property rights to the TASTELIST portal.
2. The User may not, without the Controller's prior consent, copy, change, distribute or

otherwise handle the content of the TASTELIST portal for the purpose of its commercial use. The User may only use the TASTELIST portal for private purposes.

#### **Article V.**

##### **Other Rights and Obligations of the Users and the Controller**

1. The Controller shall not guarantee the continuous or error-free functionality of the TASTELIST portal. The Controller shall not guarantee the accuracy, completeness, truthfulness and timeliness of the information published on the TASTELIST portal.
2. The Controller shall have the right to interrupt or suspend the functionality of the TASTELIST portal without giving any notice and reason.
3. The Controller shall not be liable for any kind of damage that could be caused to the User in connection with the use of the TASTELIST portal services, with the non-functionality and malfunction of the TASTELIST portal or with the activities of other Users, the Controller's partners or for other reasons.
4. If the User, when using the TASTELIST portal services, publishes his/her opinions, speeches, suggestions, comments, texts, images, videos or other posts (hereinafter referred to as the **"User-added Content"**), he/she hereby agrees to the use of the User-added Content for the purpose of promoting the own products or services of the Controller. In the event that the User-added Content falls under the protection of intellectual property, the User hereby grants the Controller his/her free, non-exclusive, further transferable and materially, locally and time unlimited consent to the use of the User-added Content. However, the Controller is in no way obliged to use the User-added Content.
5. The Controller may at any time remove the User-added Content from the TASTELIST portal at its own discretion.
6. The Controller is entitled to translate the contents added by the User to a specific language variation of the TASTELIST portal and publish them on other language variations of the TASTELIST portal.
7. The Controller may cancel a user account, even without giving a reason.

#### **Article VI.**

##### **Protection of Users' Personal Data**

1. When using the TASTELIST portal, the User provides the Controller with his/her data which the Controller processes to the extent, in the manner and for the purposes that comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts. The User's personal data are processed by the Controller for the purpose of providing the services in accordance with these Terms of Use of the TASTELIST Portal, as well as for the purpose of direct marketing and handling the User's requests or complaints. More information on the processing of personal data can be found by the User in the Controller's Privacy Policy intended for the Users of the TASTELIST portal, available

[here.](#)

2. The Controller shall inform the User that in accordance with Section 116 (5) of Act No. 452/2021 Coll. on Electronic Communications as amended (hereinafter referred to as the “**Electronic Communications Act**”), it may address the User via e-mail to the contact e-mail address provided by the User when registering for TASTELIST services for the purposes of direct marketing of own similar services. Such an e-mail can be of an informational or advertising nature and originated by the Controller. The User may notify the Controller of his/her disagreement with the sending of such e-mails at any time by e-mail to [info@tastelist.com](mailto:info@tastelist.com) or by unsubscribing easily each time the e-mail message is delivered via clicking on the link at the end of the e-mail message.

## **Article VII. Final Provisions**

1. These Terms of Use of the TASTELIST Portal shall come into force and effect as of the date of being published.
2. The Controller may make alterations to these Terms of Use if such alterations are required by changes to the services, legislation or the Controller's technical capabilities.
3. If any provision of these Terms of Use of the TASTELIST Portal proves to be invalid or ineffective in whole or in part, such fact shall be without prejudice to the validity or effectiveness of the other provisions hereof. The respective invalid or ineffective provisions shall be superseded by legal provisions which, where practicable, come as close as possible to the meaning and purpose of such invalid or ineffective provisions. The foregoing shall apply *mutatis mutandis* if any of the provisions hereof is held to be unenforceable.
4. These Terms of Use of the TASTELIST Portal shall be governed by the laws of the Slovak Republic. Any discrepancies and disputes arising in connection with these Terms of Use shall be primarily resolved by mutual agreement.