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# 1. Definitions

"Baby City Guide", "BCG", "us", "we" or "our" means Baby City Guide, part of menu2many spol. s r.o., a limited liability company incorporated under the laws of the Czech Republic, and having its registered address at Stremchova 6, 100 00 Prague, Czech Republic.

"BCG Content" means all Content that BCG makes available through the Site, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a Third-Party, but excluding Member Content.

"City" a large and permanent human settlement, in BCG's context meaning a city visited by the BCG Members.

"Collective Content" means Member Content and BCG Content.

"Communication" means an email, message via the Application, text message or message through a connected Third-Party application.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Member" means a person who completes BCG's account registration process, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or BCG promotional campaign to be made available through the Site, Application or Services.

"Place" in BCG's context meaning a spot inside or outside of the City, visited by the BCG Members.

"Platform" means the (mobile) website on which the Service is made available owned, controlled, managed, maintained and/or hosted by BCG.

"Service" means the online information and experience sharing platform provided by BCG and being contributed by the Members.

"User" registered or non-registered visitor of the BCG platform.

## 2. General

Our Privacy Policy is effective of 1 September 2017.

Our Privacy Policy explains how we and some of the companies we work with collect, use, share and protect information in relation to our mobile services, web site, and any software provided on or in connection with Baby City Guide services (collectively, the "**Service**"), and your choices about the collection and use of your information.

By using our Service you understand and agree that we are providing a platform for you to share your experience, information about a City or Place (in form of review or a comment), including photos, written text and other materials ("**Member Content**"), to the Service and to share Member Content publicly. This means that other Members and User may search for, see, use, or share any of your Member Content that you make publicly available through the Service, consistent with the terms and conditions of this Privacy Policy and our Terms and Conditions (which can be found at [Add link](#)).

Our Policy applies to all visitors, users, and others who access the Platform ("**Users**").

## 3. Information we collect

We collect the following types of information.

### Information you provide us directly

Your username, password and e-mail address when you register for an Baby City Guide account.

Profile information that you provide for your user profile (e.g., first and last name, picture, phone number). This information allows us to help you or others be "found" on Baby City Guide.

Communications between you and Baby City Guide. For example, we may send you Service-related emails (e.g., account verification, changes/updates to features of the Service, technical and security notices). Note that you may not opt out of Service-related e-mails.

Member Content (e.g., photos, comments, and other materials) that you post to the Service.

### Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Services, or through Baby City Guide promotional campaigns, you hereby grant to Baby City Guide a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, translate, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site and Services. Baby City Guide does not claim any ownership rights in any such

Member Content and nothing in these Privacy Policy or in the corresponding Terms and Conditions will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Services or through Baby City Guide promotional campaigns. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Services or through Baby City Guide promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to Baby City Guide the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Baby City Guide's use of the Member Content (or any portion thereof) on, through or by means of the Site, the Services or Baby City Guide promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

#### **Analytics information:**

We use third-party analytics tools to help us measure traffic and usage trends for the Service. These tools collect information sent by your device or our Service, including the web pages you visit, add-ons, and other information that assists us in improving the Service. We collect and use this analytics information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual User.

#### **Cookies and similar technologies:**

When you visit the Service, we may use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use Baby City Guide and provide features to you.

We may ask advertisers or other partners to serve ads or services to your devices, which may use cookies or similar technologies placed by us or the third party.

#### **Log file information:**

Log file information is automatically reported by your browser each time you make a request to access (i.e., visit) a web page or app. It can also be provided when the content of the webpage or app is downloaded to your browser or device.

When you use our Service, our servers automatically record certain log file information, including your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails sent to our Users which then help us track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service.

#### **Device identifiers:**

When you use a mobile device like a tablet or phone to access our Service, we may access, collect, monitor, store on your device, and/or remotely store one or more "device identifiers." Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device's operating system or other software, or data sent to the device by Baby City Guide.

A device identifier may deliver information to us or to a third party partner about how you browse and use the Service and may help us or others provide reports or personalized content and ads. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

#### **Metadata:**

Metadata is usually technical data that is associated with Member Content. For example, Metadata can describe how, when and by whom a piece of Member Content was collected and how that content is formatted.

Users can add or may have Metadata added to their Member Content including a hashtag (e.g., to mark keywords when you post a photo), geotag (e.g., to mark your location to a photo), comments or other data. This makes your Member Content more searchable by others and more interactive. If you geotag your photo or tag your photo using other's APIs then, your latitude and longitude will be stored with the photo and searchable (e.g., through a location or map feature) if your photo is made public by you in accordance with your privacy settings.

#### **Links**

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Baby City Guide is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Baby City Guide of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Baby City Guide platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's Terms and Conditions.

## 4. Using your information

In addition to some of the specific uses of information we describe in this Privacy Policy, we may use information that we receive to:

- help you efficiently access your information after you sign in
- remember information so you will not have to re-enter it during your visit or the next time you visit the Service;
- provide personalized content and information to you and others, which could include online ads or other forms of marketing
- provide, improve, test, and monitor the effectiveness of our Service
- develop and test new products and features
- monitor metrics such as total number of visitors, traffic, and demographic patterns
- diagnose or fix technology problems
- automatically update the Baby City Guide application on your device

Baby City Guide or other Users may run contests, special offers or other events or activities ("Events") on the Service. If you do not want to participate in an Event, do not use the particular Metadata (i.e. hashtag or geotag) associated with that Event.

## 5. Sharing of your information

We will not rent or sell your information to third parties outside Baby City Guide (or the group of companies of which Baby City Guide is a part) without your consent, except as noted in this Policy.

### Parties with whom we may share your information:

We may share Member Content and your information (including but not limited to, information from cookies, log files, device identifiers, location data, and usage data) with businesses that are legally part of the same group of companies that Baby City Guide is part of, or that become part of that group ("Affiliates"). Affiliates may use this information to help provide, understand, and improve the Service (including by providing analytics) and Affiliates' own services (including by providing you with better and more relevant experiences). But these Affiliates will honor the choices you make about who can see your photos.

We also may share your information as well as information from tools like cookies, log files, and device identifiers and location data, with third-party organizations that help us provide the Service to you ("Service Providers"). Our Service Providers will be given access to your information as is reasonably necessary to provide the Service under reasonable confidentiality terms.

We may also share certain information such as cookie data with third-party advertising partners. This information would allow third-party ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you.

We may remove parts of data that can identify you and share anonymized data with other parties. We may also combine your information with other information in a way that it is no longer associated with you and share that aggregated information.

### Parties with whom you may choose to share your Member Content:

Any information or content that you voluntarily disclose for posting to the Service, such as Member Content, becomes available to the public, as controlled by any applicable privacy settings that you set. To change your privacy settings on the Service, please change your profile setting. Once you have shared Member Content or made it public, that Member Content may be re-shared by others.

Subject to your profile and privacy settings, any Member Content that you make public is searchable by other Users and subject to use under our Baby City Guide API. The use of the Baby City Guide API is subject to the API Terms and Conditions which incorporates the terms of this Privacy Policy.

If you remove information that you posted to the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users or third parties using the Baby City Guide API have copied or saved that information.

### What happens in the event of a change of control:

If we sell or otherwise transfer part or the whole of Baby City Guide or our assets to another organization (e.g., in the course of a transaction like a merger, acquisition, bankruptcy, dissolution, liquidation), your information such as name and email address, Member Content and any other information collected through the Service may be among the items sold or transferred. You will continue to own your Member Content. The buyer or transferee will have to honor the commitments we have made in this Privacy Policy.

### Responding to legal requests and preventing harm:

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

# 6.Storage of your information

## **Storage and Processing:**

Your information collected through the Service may be stored and processed in the United States or any other country in which Baby City Guide, its Affiliates or Service Providers maintain facilities.

Baby City Guide, its Affiliates, or Service Providers may transfer information that we collect about you, including personal information across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located outside of the Czech Republic or the European Union, which means in other regions with laws governing data collection and use that may differ from the Czech Republic law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

By registering for and using the Service you consent to the transfer of information to the Czech Republic or to any other country in which Baby City Guide, its Affiliates or Service Providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

We use commercially reasonable safeguards to help keep the information collected through the Service secure and take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. However, Baby City Guide cannot ensure the security of any information you transmit to Baby City Guide or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed.

Please do your part to help us. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to emails between you and Baby City Guide, at all times. Your privacy settings may also be affected by changes the social media services you connect to Baby City Guide make to their services. We are not responsible for the functionality, privacy, or security measures of any other organization.

# 7.Your choices about your information

## **Your account information and profile/privacy settings:**

Update your account at any time by logging in and changing your profile settings.

Unsubscribe from email communications from us by clicking on the "unsubscribe link" provided in such communications. As noted above, you may not opt out of Service-related communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices).

Learn more about reviewing or modifying your account information.

## **How long we keep your Member Content:**

Following termination or deactivation of your account, Baby City Guide, its Affiliates, or its Service Providers may retain information (including your profile information) and Member Content for a commercially reasonable time for backup, archival, and/or audit purposes.

# 8.Children's privacy

Baby City Guide does not knowingly collect or solicit any information from anyone under the age of 15 or knowingly allow such persons to register for the Service. The Service and its content are not directed at children under the age of 15. In the event that we learn that we have collected personal information from a child under age 15 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 15, please contact us.

# 9.Third-Party providers

We are not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. Please remember that when you use a link to go from our Service to another website or service, our Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorize to access your Member Content. If you are using a third-party website or service and you allow them to access your Member Content you do so at your own risk.

## 10. Contact us

If you have any questions about this Privacy Policy or the Service, please find the appropriate support channel in the Platform at which to contact us.

In the event of the death of an Baby City Guide Member, please contact us. We will usually conduct our communication via email; should we require any other information, we will contact you at the email address you have provided in your request.

## 11. Changes to our privacy policy

Baby City Guide may modify or update this Privacy Policy from time to time, so please review it periodically. We may provide you additional forms of notice of modifications or updates as appropriate under the circumstances. Your continued use of Baby City Guide or the Service after any modification to this Privacy Policy will constitute your acceptance of such modification.

You agree that Baby City Guide's Privacy Policy (as may be updated from time to time) governs Baby City Guide's collection and use of your personal information.

## 12. Intellectual Property Ownership and Rights Notices

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of the Czech Republic and foreign countries. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Baby City Guide and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of Baby City Guide used on or in connection with the Site, Services, and Baby City Guide Content are trademarks or registered trademarks of Baby City Guide in the Czech Republic and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Services, and Baby City Guide Content are used for identification purposes only and may be the property of their respective owners. As a Member or User, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Services and Collective Content, including Baby City Guide's Trademark & Branding Guidelines (as may be updated from time to time).

Unless stated otherwise, the software required for our services or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by menu2many spol. s r.o., its suppliers or providers.

Baby City Guide exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to Baby City Guide. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

### Reporting Copyright and Other IP Violations

We respect other people's rights, and expect you to do the same.

If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.