

Baby City Guide –Terms and Conditions for platform 1.0

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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. Terms of Service

By using the Site, Application (version 2.0) or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and Services and all Collective Content (defined above).

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site or Services in accordance with these Terms may subject you to civil and criminal penalties.

AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF BCG, INCLUDING BY INAPPROPRIATELY USING ANY BCG INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES, OR COLLECTIVE CONTENT.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "website") you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, provided on these pages and through the website are owned, operated and provided by menu2many spol. s r.o. and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject menu2many spol. s r.o. to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that menu2many spol. s r.o. provides.

The effective date of these Terms and Conditions is 1 September, 2017. These Terms and Conditions were written in English. To the extent any translated version of these Terms and Conditions conflicts with the English version, the English version controls.

We reserve the right, in our sole discretion, to change these Terms and Conditions ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and Conditions and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms and Conditions will govern any disputes arising before the effective date of the Updated Terms.

You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that BCG is not responsible or liable for the conduct of any user. BCG reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a Third-Party, which may be publicly posted on that Third-Party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. BCG does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that BCG is in no way responsible or liable for any such third-party services or features. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY.

You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if BCG has not itself provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold the BCG Parties (defined below) harmless for activity related to the Application.

You agree that you are responsible for all data charges you incur through use of the Service.

BCG does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to BCG a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the Service's Privacy Policy, available in the Privacy section. You can choose who can view your Content and activities, including your photos, as described in the Privacy Policy.

Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that BCG may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms and Conditions; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any Third-Party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms and Conditions in your jurisdiction.

The Service contains content owned or licensed by BCG ("BCG Content"). BCG Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and BCG, BCG owns and retains all rights in the BCG Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the BCG Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the BCG Content.

The BCG name and logo are trademarks of Baby City Guide, and may not be copied, imitated or used, in whole or in part, without the prior written permission of BCG. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of BCG, and may not be copied, imitated or used, in whole or in part, without prior written permission from BCG.

Although it is BCG's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, BCG reserves the right to remove any Content from the Service for any reason,

without prior notice. Content removed from the Service may continue to be stored by BCG, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, BCG encourages you to maintain your own backup of your Content. In other words, BCG is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. BCG will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

You agree that BCG is not responsible for, and does not endorse, Content posted within the Service. BCG does not have any obligation to pre-screen, monitor, edit, or remove any Content. If your Content violates these Terms and Conditions, you may bear legal responsibility for that Content.

Except as otherwise described in the Service's Privacy Policy, available at <http://BCG.com/legal/privacy/>, as between you and BCG, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with BCG is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place BCG in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of BCG, and BCG will not be liable for any use or disclosure of any Content you provide.

It is BCG's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, BCG does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that BCG is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

3. Privacy

BCG respects your privacy. Please have a look at our privacy policy for further information.

4. Scope of BCG Services

The BCG Platform is an online community that enables registered users ("Members") to publish reviews, information and experience on the BCG Platform and to communicate and transact directly with Members that are seeking such information

As the provider of the BCG Platform, BCG does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any commercial services. When Members make a review, they do so in their good faith to share useful information within the Members group. BCG is not and does not become a party to or other participant in any contractual relationship between Members, nor is BCG a travel agency or acting as an agent in any capacity for any Member.

To promote the BCG Platform and to increase the exposure of Reviews to potential Members, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, the Member Content may be translated, in whole or in part, into other languages. BCG cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The BCG Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and noninfringement.

The BCG Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. BCG is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by BCG of such Third-Party Services.

Due to the nature of the Internet, BCG cannot guarantee the continuous and uninterrupted availability and accessibility of the BCG Platform. BCG may restrict the availability of the BCG Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the BCG Platform. BCG may improve, enhance and modify the BCG Platform and introduce new BCG Services from time to time.

The Site, Application and Services can be used to facilitate the listing and Booking of Accommodations. Such Accommodations are included in Listings on the Site, Application and Services by Hosts. You may view Listings as an unregistered visitor to the Site,

Application and Services; however, if you wish to book an Accommodation or create a Listing, you must first register to create an BCG Account (defined below).

When rendering our Service, the information that we disclose is based on the information provided to us by Suppliers. As such, the Suppliers are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Supplier (or its facilities, venue, products or services) made available.

Our Service is made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Platform for any commercial or competitive activity or purpose.

We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your BCG account by logging into the Service and completing the form. If we terminate your access to the Service or you use the form detailed above to deactivate your account, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others). Upon termination, all licenses and other rights granted to you in these Terms and Conditions will immediately cease.

We reserve the right to refuse access to the Service to anyone for any reason at any time.

We reserve the right to force forfeiture of any username for any reason.

We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms and Conditions.

5.Account Registration and Member Verification

You must register an account and become a Member ("BCG Account") to access and use certain features of the BCG Platform, such as publishing a review, commenting on other Member's posts or communicate within the Members group.

You can register an BCG Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google.

You must provide accurate, current and complete information during the registration process and keep your BCG Account and public BCG Account profile page information up-to-date at all times.

You may not register more than one (1) BCG Account unless BCG authorizes you to do so. You may not assign or otherwise transfer your BCG Account to another party.

You are responsible for maintaining the confidentiality and security of your BCG Account credentials and may not disclose your credentials to any Third-Party. You must immediately notify BCG if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your BCG Account. You are liable for any and all activities conducted through your BCG Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members and screen Members against Third-Party databases or other sources and request reports from service providers.

As part of the functionality of the Site and Services, you may link your BCG Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to BCG through the Site or Services; or (ii) allowing BCG to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

Unless otherwise specified in these Terms, all linked Third-Party content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your BCG Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or BCG's access to such Third-Party Account is terminated by the third-party service provider, then THIRD-PARTY

Content will no longer be available on and through the Site and Services. You have the ability to disable the connection between your BCG Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. BCG makes no effort to review any THIRD-PARTY Content for any purpose, including but not limited to for accuracy, legality or non-infringement and BCG is not responsible for any THIRD-PARTY Content.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any Third-Party.

6. Content

BCG may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the BCG Platform ("Member Content"); and (ii) access and view Member Content and any content that BCG itself makes available on or through the BCG Platform, including proprietary BCG content.

The BCG Platform, BCG Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the Czech Republic and other countries. You acknowledge and agree that the BCG Platform and BCG Content, including all associated intellectual property rights, are the exclusive property of BCG and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the BCG Platform, BCG Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of BCG used on or in connection with the BCG Platform and BCG Content are trademarks or registered trademarks of BCG 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 BCG Platform, BCG Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the BCG Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by BCG or its licensors, except for the licenses and rights expressly granted in these Terms.

Subject to your compliance with these Terms, BCG grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and view any Collective Content made available on or through the BCG Platform and accessible to you, solely for your personal and non-commercial use.

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the BCG Platform, you grant to BCG a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the BCG Platform, in any media or platform. Unless you provide specific consent, BCG does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

You are solely responsible for all Member Content that you make available on or through the BCG Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the BCG Platform or you have all rights, licenses, consents and releases that are necessary to grant to BCG the rights in and to 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 BCG's use of the Member Content (or any portion thereof) 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.

You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities or substances; or (vi) violates BCG's Content Policy or any other BCG policy. BCG may, without prior notice, remove or disable access to any Member Content that BCG finds to be in violation of these Terms or BCG's then-current Policies or Standards, or otherwise may be harmful or objectionable to BCG, its Members, third parties, or property.

BCG respects copyright law and expects its Members to do the same. If you believe that any content on the BCG Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

7. Service Fees

Our service is free of charge as we will not charge you for our Service.

For commercial use, if applicable, BCG reserves the right to change the Service Fees at any time, and we will provide Members adequate notice of any fee changes before they become effective.

8. Ratings and Reviews

Within a certain timeframe after visiting certain City or Place, Members can leave a public review ("Review") and submit a star rating ("Rating") about the visited site. Any Ratings or Reviews reflect the opinion of individual Members and do not reflect the opinion of BCG. Ratings and Reviews are to some extent verified by BCG for accuracy but still may be incorrect or misleading.

Ratings and Reviews by Guests and Hosts must be fair, truthful and factual and may not contain any offensive or defamatory language.

Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a Third-Party write a positive or negative Review.

The default setting of the ranking of Suppliers on our Platform is 'Recommended' (or any similar wording) (the "Default Ranking"). Please note that the Default Ranking is created through a fully automatic ranking system (algorithm) and based on multiple criteria, which include not only the popularity of the City or Place but also other criteria set in the "Add Review" form.

The average travellers review may be (a) uploaded onto the relevant City or Place information page on our Platform for the sole purpose of informing (future) users of your opinion of your experience and useful information to other Members and users.

We reserve the right to adjust, refuse or remove reviews at our sole discretion. The Member's review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

9. Disputes between Members

Members agree to cooperate with and assist BCG in good faith, and to provide BCG with such information and take such actions as may be reasonably requested by BCG, in connection with any submitted review disagreement or other complaints or claims made by Members. A Member shall, upon BCG's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by BCG or a Third-Party selected by BCG.

10. Prohibited Activities

You are solely responsible for compliance with any and all laws, rules and regulations that may apply to your use of the BCG Platform. In connection with your use of the BCG Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the BCG Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies BCG endorsement, partnership or otherwise misleads others as to your affiliation with BCG;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the BCG Platform in any way that is inconsistent with BCG's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the BCG Platform in connection with the distribution of unsolicited commercial messages ("spam");
- contact another Member for any purpose other than asking a question related to a particular review, or the Member's use of the BCG Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;

- use, display, mirror or frame the BCG Platform or Collective Content, or any individual element within the BCG Platform, BCG's name, any BCG trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the BCG Platform, without BCG's express written consent;
- dilute, tarnish or otherwise harm the BCG brand in any way, including through unauthorized use of Collective Content, registering and/or using BCG or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to BCG domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the BCG Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by BCG or any of BCG's providers or any other Third-Party to protect the BCG Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the BCG Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the BCG Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with BCG's express consent).

You acknowledge that BCG has no obligation to monitor the access to or use of the BCG Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the BCG Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist BCG in good faith, and to provide BCG with such information and take such actions as may be reasonably requested by BCG with respect to any investigation undertaken by BCG or a representative of BCG regarding the use or abuse of the BCG Platform.

If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to BCG by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

11. Disclaimers

If you choose to use the BCG Platform or Collective Content, you do so voluntarily and at your sole risk. The BCG Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the BCG Services, laws, rules, or regulations that may be applicable to your Listings and/or Host Services you are receiving and that you are not relying upon any statement of law or fact made by BCG relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

Subject to the limitations set out in these terms and conditions and to the extent permitted by the Czech Republic law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Cities or Places as made available on our Platform, (iii) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (iv) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the City or Place operator or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies).

By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that BCG may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as BCG at its discretion sees fit. You are granting BCG a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute,

sublicense, communicate and make available the photos/images as BCG at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to BCG publishing and using these photos/images. BCG does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of BCG. BCG disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any Third-Party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by BCG at any time and without prior notice.

The foregoing disclaimers apply to the maximum extent permitted by the Czech Republic law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by the Czech Republic law.

12. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the BCG Platform ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the BCG Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

13. Applicable Law and Jurisdiction

Regardless of your residence, these Terms will be interpreted in accordance with the laws of the Czech Republic, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 14 must be brought in city court in Prague, Czech Republic, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Prague, Czech Republic.

14. Arbitration

Except if you opt-out or for disputes relating to: (i) your or BCG's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); or (ii) violations of the API Terms, you agree that all disputes between you and BCG (whether or not such dispute involves a Third-Party) with regard to your relationship with BCG, including without limitation disputes related to these Terms and Conditions, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the Czech Republic Arbitration Association's rules for arbitration of consumer-related disputes and you and BCG hereby expressly waive trial by jury.

As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor BCG will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if BCG is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the Czech Republic Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either BCG or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms and Conditions.

You may opt out of this agreement to arbitrate. If you do so, neither you nor BCG can require the other to participate in an arbitration proceeding. To opt out, you must notify BCG in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

menu2many spol. s r.o., Stremchova 6, 100 00 Prague, Czech Republic

You must include your name and residence address, the email address you use for your BCG account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with BCG.