

Terms of service Earth.Guide

1. CONTENT OF THE DOCUMENT

- 1.1. These Terms of Service constitute a contract between you and our company Gems s.r.o., located at address Srbska 2186/19, Kralovo Pole, 612 00 Brno , ID: 095 03 277, that is registered in the Business register under the No. C 119 331 , which is led by Regional Court in Brno (hereinafter referred to as the "**Provider**"), in connection with your use of our Service Earth.Guide (hereinafter referred to as the "**Service**").
- 1.2. This document is further referred to as "**Terms**".
- 1.3. By creating an account on the Service at <https://app.earth.guide> and using the Service, you agree to these Terms.

2. PROTECTION OF PERSONAL DATA

- 2.1. We take all our responsibilities seriously and we approach the protection of your personal data in the same way.
- 2.2. All the details about how we process your personal data and your rights deriving from this are written down in the following document Principles of processing and protection of the personal data.

3. THE USER

- 3.1. We welcome any natural person to be the user of our application, that has reached 18 years of age.
- 3.2. If you have already been 16 years old and have not yet reached full legal capacity as per laws of your country, we need your registration and consent of these Terms to be approved by your legal guardian, who will explain the content of this document. If you are not yet 16 years old, we are only allowed to enable you the Service under the condition that the registration is done by your legal guardian, under whose sole supervision and control you will use the Service.
- 3.3. As of right now, the Service is intended mainly for natural persons, the issue of legal person users and the self-employed natural persons, is impacted by additional conditions mentioned under number 4 of the Terms.
- 3.4. It is prohibited to use the Services by entities, who had a user account blocked in the past due to violation of the law or these Terms.

4. THE USER WHO IS NOT A NON-BUSINESS NATURAL PERSON

- 4.1. We want to allow our Service to be used by business entities or legal persons, or persons who are in the position of such legal entities, provided that the conditions specified in this Article 4 of the Terms are met.

- 4.2. You can use our Service and register as natural persons or legal persons, that do business in the field of tourism, especially operators of tourist attractions, restaurants, or accommodations, alternatively in the fields which are connected to travelling. Other areas of business or activity are prohibited within our Service.
- 4.3. In the case of adding new locations or content according to the Art. 8 of the Terms, the user, in accordance with this Article. 4 of the Terms, is authorized to upload only content that is related to the application and promotes the Services or products, that are explicitly linked to the activities referred to in paragraph. 4.2 of the Terms.
- 4.4. It is forbidden to use the Service to persons whose user account has been blocked in the past due to violation of the law or these Terms.
- 4.5. The User expressly acknowledges that the Provider has the right to limit or delete any content entered by the User and to limit or cancel the User account, especially if the User misuses the Service in a manner contrary to its purpose and these Terms.

5. SERVICE DESCRIPTION

- 5.1. Our Service works as a web application for discovering new tourist destinations, based on your data and preferences shared by using the application. The Service allows exploring new places. Using the interactive function to add them among the favorite places, that you can return to in your profile, as well as use other features, that are in the scope of services provided, for example entering new locations.
- 5.2. Our Service can only be used for personal purposes, not for the purpose of direct or indirect economic or commercial benefit for you or a third person, just as any form of business, unless expressly stated otherwise in these Terms.
- 5.3. When using our Service, you are bound to use it in accordance with its purpose and not to misuse individual functions to commit crime, infringe on the rights of third parties or in violation of these Terms.
- 5.4. You do not pay any price or fee for using the Service in accordance with these Terms.

6. THE USER ACCOUNT

- 6.1. After creating an account in the Service, your user account will be fully operation ready.
- 6.2. You can only provide true and up-to-date information for your user account.
- 6.3. You can also use your Facebook account to log in to your user account. By doing so, you give us permission to access and use information about your Facebook account, including your public profile, to verify your identity.
- 6.4. You acknowledge that you are solely responsible for the security of your login information, and in the event of its misuse, you are responsible for all related actions. In the event, that you lose account access, contact us immediately.
- 6.5. For the avoidance of doubt, we would like to inform you that we reserve the right to modify, change, limit, or cancel your user account if it violates these Terms or the law.
- 6.6. You may cancel your user account at any time, as stated and described in Article 12 of the Terms.

7. LIMITS

7.1. When using the Service:

7.1.1. you must not pretend to be someone else, to create user accounts under a name and personal information, that does not belong to you.

7.2. you may not use the Service, or any content contained in it for any commercial purpose without our permission except for the purposes explicitly connected to activities stated in the Article 4.2 of the Terms

7.2.1.

7.2.2. you must not provide information that is inaccurate or untrue.

7.2.3. you must not break the law or engage in deceptive or fraudulent conduct

7.2.4. you must not violate these Terms

7.2.5. you must not use the Service in a manner that could endanger or disrupt the operation of the Service, by disrupting, damaging or adversely affecting the Service, the servers, or networks connected to the Service

7.2.6. you must not misuse individual functions of the Service or use them in violation of the rules (objection report etc.)

7.2.7. you must not use automated tools or other mechanisms to acquire and use information, such as robots, bots or other data collectors (scrapers), applications for search and exploration of the sites, proxy or other manual or automated equipment tool, method or process for accessing, retrieving, indexing, data mining, or in any way reproducing or bypassing the navigation structure or presentation of the Service or its content;

7.2.8. you must not use framing methods to mirror any part of the Service on other sites.

7.2.9. you must not violate the rules for adding places

7.2.10. you must not violate the rules protecting the rights of a third party and intellectual property rights.

8. RULES FOR ADDING PLACES

8.1. Within the Service, you may add photos and the location of places you like, subject to the rules set out in these Terms and in this article 7 of the Terms.

8.2. You can only insert photos that:

8.2.1. are your author's work, or to which you exercise property rights;

8.2.2. do not display personal data of you or third parties, especially portraits of persons from whom a specific natural person can be identified (therefore, it does not apply to blurred faces or persons in the distance, etc.);

8.2.3. are true and the acquisition of which corresponds to the place indicated;

8.2.4. do not violate these Terms or the laws, not even by publishing them.

8.3. You acknowledge that the Service Provider may set additional conditions regarding technical parameters, such as the quality and size of photographs.

- 8.4. You also acknowledge, that the Provider is not obliged to publish the photos and location of the places you have entered, and that it is authorized to delete the places already published or to limit their visibility.
- 8.5. You agree to comply with the terms of the intellectual property when adding places.

9. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 9.1. You acknowledge that the content contained in the Service, as well as the Service itself, may be protected by intellectual property rights, as copyrighted work. As this is the case, you may not:
 - 9.1.1. use, reproduce, modify, transmit or create derivative works of any copyrighted work, content, photographs, trademarks, trade name or other rights and intellectual property, without the prior written consent of the Provider;
 - 9.1.2. reproduce, modify, translate, sublicense, sell or otherwise provide, reverse engineer, decompile, or otherwise modify or research the Service or any portion of its parts.
- 9.2. In the event that you use a photograph as part of the process of adding a place in our Service, you agree to use only photographs that you are the author of or for which you exercise the relevant economic rights and that you have the express authority to do so and with the Author's consent. All rights to the photos remain with you, but to provide you with the Service, we will need a license, that you grant us, when you upload the photo into the Service, to the following extent: the license is granted non-exclusive, royalty-free, transferable, without time, territory, or quantity limit for all purposes, including use, communication to the public, modification, copying, display, or creation of derivative works. The license expires by deleting the photo from the Service, but not necessarily upon termination of the user account. By uploading a photo, you also expressly agree that we are not obliged to credit you as the author.
- 9.3. The license granted according to the paragraph 8.2 of the Terms does not mean that you cannot use your photos as you wish, on the contrary, we ask you only for the smallest possible license scope so that we can operate our Service in accordance with the law and not interfere with your intellectual property rights.

10. WARNINGS AND LIMITATIONS OF LIABILITY

- 10.1. We would like to inform you, that the use of our Service by you is your voluntary decision, including the decision to upload a photo and further use of the Service.
- 10.2. We will do our best to avoid any possible problems, so that you can feel safe while using the Services. However, as part of the Service, we cannot guarantee, that it will always be available and will work without limits.
- 10.3. Regarding the above, we would like to inform you that, to the maximum extent permitted by law, we are not liable for any defects, damage, loss or any harm, that may be caused to you during the use of the Service. Likewise, we are not responsible for the content of our Services, that is made up of the users themselves and third parties.

11. CONTENT REPORTING

- 11.1. In the event, that you will find our Service, content of another user or third party violates these Terms, otherwise interferes with your rights, the rights of others or violate the law, let us please know, that we can solve the incident.
- 11.2. You can report content via your user account or via email to our contact address. We reserve the right to review your complaint and to take any action within a reasonable time.
- 11.3. For the avoidance of doubt, we state that we are not responsible for any interference with the rights of third parties, as we do not use technologies, that would allow us to actively seek out and prevent such incidents.

12. ACCOUNT CANCELLATION

- 12.1. You may delete your account in our Service at any time by either writing to us or requesting cancellation through your User Account.
- 12.2. In the event, that you demand it of us, we will, without undue delay, cancel your account and your personal information stored in our Services will be anonymized, so that they do not lead to the identification of your person.
- 12.3. We reserve the right to cancel your account, if you violate the law or these Terms, while using our Service.
- 12.4. In the event of cancellation of your user account, we will only keep the statistics about your activity and information about the places added in accordance with the license you have granted to us.

13. LEGAL REGIME

- 13.1. Unless prohibited by law in a specific case, these conditions are governed, to the maximum extent possible, by the law of the Czech Republic. These conditions are governed by Czech law to the maximum extent possible.

14. CONFLICT SOLVING

- 14.1. If we restrict or cancel your user account or restrict or remove content, that you have uploaded to the Service and you feel that we have acted in violation of these Terms or the law, you have the right to ask us to review our decision in accordance with this Article 14 of the Terms.
- 14.2. In the case mentioned in paragraph 14.1, you could write to us on our email listed in the section of our contact details. From the moment your request is received, we will start reviewing our decision, informing you of the outcome of our review as soon as possible, but no later than 30 days after receiving your request.
- 14.3. We would like to inform you, that you have no legal right to demand us complying with your request and that in the event of committing a breach of our Terms, or if we should be legally liable for your actions, or if your actions would have a negative effect on other users of our Service, we are not obliged to comply with your request.
- 14.4. Should there be a dispute between you and our company regarding the use of the Services, we jointly agree to resolve the dispute amicably, and if this is not possible, we jointly agree

to resolve the dispute before a court with substantive and territorial jurisdiction of the Czech Republic, under Czech law.

15. CHANGES AND UPDATES

- 15.1. We reserve the right to improve and enrich our Service with new features. For these reasons, it may be necessary to change these Terms to match the form of our Service.
- 15.2. Before each change of the Conditions, we will notify you in advance, but at least 30 days before the changes take effect, either through our Service or e-mail, that you provide during registration. If you do not like the modified Service or do not agree with the Terms changes, you can cancel the account in accordance with Article 11 of the Terms.

16. OUR CONTACT DETAILS

- 16.1. You can contact us at any time via these contacts: support@earth.guide

17. FINAL PROVISIONS

- 17.1. These conditions take effect on 01.08.2021.