

TERMS OF SERVICE

TOP OF CZECH - TERMS OF SERVICE

EFFECTIVE DATE: FEBRUARY 28, 2018

1 OUR INVITATION TO YOU

1.1 Welcome to Top of Czech! Top of Czech products and services are provided by the Top of Czech, located in Liberec, Czech Republic (“us”, “we”, “ours”). We invite you to access our websites and our products and services and applications (including mobile applications, the “Applications”) (the web sites, products, services and applications collectively, the “Services”), but please note that your invitation is subject to your review and agreement with these Terms of Service (collectively with all other operating rules, policies and procedures that we may publish on this website or in any of our applications, and our privacy policy “Terms”). These Terms apply to you whether you are a user, or a contributor of content, a contributor of products and services, and whether or not you registered.

1.2 Privacy Policy. Please also read carefully our Privacy Policy at www.topofczech.com. You agree that our Privacy Policy (as may be updated from time to time) governs our collection and use of your personal information.

1.3 Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time elsewhere in the Services; your use of such Services is subject to those additional terms and conditions. In the event of a conflict between the additional terms or other agreement and any provision in these Terms, the additional terms will prevail, but only with respect to the portion of the Services to which the additional terms apply.

1.4 Waivers. THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

2 ELIGIBILITY OF USERS

2.1 Eligibility of Users. We may, in our sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

2.2 Children. You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances use the Services.

3 CONTENT

3.1 Definitions. The term “Content” includes, without limitation, all User Content, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. The term “User Content” includes, without limitation, all Content added, created, uploaded, submitted, distributed, or posted to the Services by users, whether publicly posted or privately transmitted.

3.2 Responsibility for User Content. User content is the sole responsibility of the person who originated such User Content. Each user owns its own User Content. You represent that all User Content provided by you is accurate, complete, up to date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. We have no responsibility or liability for the deletion or accuracy of any User Content; the failure to store, transmit, or receive transmission of User Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. You acknowledge that we have no obligation to pre screen User Content, although we reserve the right in our sole discretion to pre screen, refuse, or remove any User Content at any time for any reason.

3.3 Notices and Restrictions. The Services may contain Content specifically provided by us, our brands, partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

3.4 Your License. Subject to these Terms, we grant each user of the Services a worldwide, non exclusive, non sublicensable and non transferable license to use (i.e., to download and display locally) content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

3.5 Availability of Content. We do not guarantee that any Content will be made available through the Services. We reserve the right to, but do not have any obligation to, (1) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms), or for no reason at all and (2) to remove or block any Content from the Services.

3.6 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

3.7 Content Provided by Other Parties. The Services may contain User Content provided by other users or third parties. We are not responsible for and do not control such User Content. We have the right, but no obligation to review or monitor such content. We do not approve, endorse or make any representations or warranties with respect to such User Content. You use all such User Content at your own risk.

3.8 Viruses, etc. We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or to your downloading of any material posted on it, or on any website linked to it

4 LICENSE

4.1 License Grant to You. Subject to your compliance with these Terms, we grant to you a limited, revocable, non exclusive, non transferable license, without the right to sublicense, to use the Services solely for your private, personal, non commercial use.

4.2 Restrictions on You. Except as expressly specified in these Terms, you shall not

\$ modify, or make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services;

\$ license, transfer, sell, rent, lease, distribute, assign, host, sublicense or otherwise commercially exploit the Services, in whole or in part;

\$ frame or utilize framing techniques to enclose any trademark, logo, or other portion of the Services (including images, text, page layout, or form);

\$ use any metatags or other "hidden text" using our name or trademarks;

\$ access the Services in order to build a similar or competitive website, product, or service;

\$ copy, reproduce, distribute, republish, download, display, post or transmit any part of the Services in any form or by any means; or

\$ remove or destroy any copyright notices or other proprietary markings contained on or in the Services.

4.3 Updates and Upgrades; No Obligation. We are not obligated to maintain or support the Services, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in its sole discretion issue updates or upgrades to the Services. You agree that the terms and conditions of these Terms will apply to all such updates or upgrades.

4.4 The information provided by the Services 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 us to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Services or any portion of the Services, 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 we provides.

4.5 Modification. We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof. By continuing to access or use the Services after we have posted a modification

on the Services you are indicating that you agree to the modification. If the modifications are not acceptable to you, your only recourse is to cease using the Services.

4.6 Ownership. You acknowledge that (1) the Services are and will remain our sole property and is subject to protection under U.S. and foreign copyright laws and (2) all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and content made available through the Services are owned by us or its licensors or suppliers. Our names, logo, trademarks and the product names associated with the Services belong to us (or our licensors or suppliers, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. Neither these Terms nor your access to the Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms.

4.7 Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services (“Feedback”). You may submit Feedback by emailing us, through the “Contact” section of Services, or by other means of communication. You acknowledge and agree that all Feedback you give us will be our sole and exclusive property and you hereby irrevocably assign to us all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect, and maintain our intellectual property rights and other legal protections for the Feedback.

5 RULES OF CONDUCT

5.1 In General. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Services.

5.2 Specifically. You shall not (and shall not permit any third party to) either (1) take any action or (2) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, that:

\$ is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;

\$ you know is false, misleading, untruthful or inaccurate;

\$ constitutes unauthorized or unsolicited advertising, junk or bulk e mail (i.e. spamming);

\$ infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy below);

\$ contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

\$ tampers in any way with the Services or puts any computer programs, information or data into the Services that contains any viruses, time bombs, trojan horses, worms, scripts, denial of service attack software or other computer programming routines that may damage, interfere with, intercept or expropriate the Services or any data or content contained within or used by the Services,

\$ copies, stores or otherwise accesses or uses any information contained on in the Services for purposes not expressly permitted by these Terms;
\$ impersonates any person or entity, including any of our employees or representatives; or
\$ includes anyone's identification documents or sensitive financial information.

You shall not:

\$ take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;
\$ interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
\$ bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
\$ forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source identifying information;
\$ run any form of auto responder or "spam" on the Services;
\$ use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such);
\$ recruit or otherwise solicit any user to join third party services or websites that are competitive to us;
\$ make the functionality of the Services available to multiple users through any means; or
\$ otherwise take any action in violation of our guidelines and policies.

You shall abide by all applicable local, state, national and international laws and regulations. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to

\$ satisfy any applicable law, regulation, legal process or governmental request,
\$ enforce these Terms, including investigation of potential violations hereof,
\$ detect, prevent, or otherwise address fraud, security or technical issues,
\$ respond to user support requests, or
\$ protect the rights, property or safety of us, our users and the public.

6 FORUMS

6.1 Using Our Forums. Any message posted on our forums, including any files attached to posts, expresses only the views of the author of the message and does not necessarily reflect our views or any person or entity associated with us. While we may use moderators and administrators to monitor the content and appearance of messages and files posted in our forums, you acknowledge that we are under no obligation to do so. Considering the real time nature of the forums, it is impossible for us to monitor or review every message and file. You agree that neither us nor any person or entity associated with us, will be held responsible for the contents, accuracy, completeness or validity of any information posted on our forums. You agree that you will not use our forums to post any material, or links to any material, or to attach files, which includes material, which is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or

otherwise violative of any law. You agree you will not post promotional information for a website or entity with which you are an affiliate, employee, owner, or otherwise receive any benefit from. Users who breach this provision are authorizing our forums to charge the sum of \$1000.00 in advertising fees per violative post, plus any collection and legal fees involved in collecting the debt. You agree you will not post any copyrighted material without the express permission of the copyright holder, unless such copyright is owned by you or us.

6.2 Complaints. Advertisements, referral programs, chain letters, pyramid schemes, solicitations and links to on line gambling sites are also inappropriate on our forums. Any user who believes that a posted message is objectionable is encouraged to contact us via email. Upon receipt of such notification, we will make reasonable efforts to take such action as we deem necessary within a reasonable period of time. Since this is a manual process, you are advised that we may not be able to remove or edit particular messages immediately. We reserves the right to delete any message for any reason whatsoever, at our sole discretion.

7 THIRD PARTY SERVICES

The Services also contain links to other websites, which are not operated by us (the “Linked Sites”). We have no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites is subject to the terms of use and service contained within each such site.

8 PAYMENTS

8.1 Payments. We use a third party payment processor (the “Payment Processor”) to allow you to pay for products purchased through the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. By choosing to purchase goods through the Services, you agree to pay through the Payment Processor, all charges at the prices then in effect for your purchase in accordance with the applicable payment terms and you authorize us, via the applicable Payment Processor, to charge your chosen payment provider (“Payment Method”). Such charges for your purchase may include state and local sales tax, the amount of which varies due to factors including the type of item purchased. You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment. You acknowledge and agree that (1) your purchases through the Services are transactions between you and the brand of such purchases, and not with us or any of our affiliates; and (2) we are not a party to your payment transaction for such purchases and we are not a buyer or a seller in connection with such transactions.

8.2 Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, via the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your applicable purchase upon demand.

8.3 Current Information Required. **YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR PAYMENT METHOD. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR PAYMENT METHOD CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT)**

OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD.

9 PRODUCTS

9.1 Payment in Full. All reservations booked through us must be prepaid in full. You agree to pay to us the fees, costs, expenses and other charges in connection with your reservation (collectively, the "Charges"). You acknowledge and agree that the Charges will be billed to your payment card, or that you will pay the Charges using another payment method approved by us

9.2 Incidentals. Our bookings do not include any incidental charges, expenses or services, except as specifically described in your itinerary. You are liable for any such incidental charges, expenses or services that you incur or consume during your trip.

9.3 Cancellations. Once you sign off on a completed itinerary

- (1) any changes requested will incur a change fee as disclosed in the itinerary
- (2) you cannot cancel the trip and you are responsible for the full itinerary price.

9.4 Personal to You. You may not sell, auction, barter, share or transfer the itinerary to a third party.

9.5 Trip Insurance. Given the nature of travel services, we recommend that you obtain independent insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of your trip. Please note that such insurance is not included with your purchase with us.

9.6 Pricing.

9.6.1 We pre negotiate certain rates with service providers to facilitate the booking of reservations on your behalf. We retain service fees as compensation for facilitating reservations, which vary according to the amount and type of reservation booked through us. The rates displayed on the our web site reflect our pre negotiated rates, which include the fees retained by us.

9.6.2 We strive to provide accurate pricing information regarding the products and services available on the our web sites. We cannot, however, insure against pricing errors or pricing changes. We reserve the right, in our sole discretion, to not process or cancel any bookings placed for a product or service whose price was (1) incorrectly provided as a result of an error, or (2) changed by the service provider. If this occurs, we will notify you by email and correct the pricing on the our web sites.

9.6.3 If additional charges apply to your booking (including but not limited to the addition of an extra traveler, resort fees or other taxes or incidentals), which charges you do not pay at the time of checkout on our web sites, you will be responsible for paying these charges directly to the service provider.

9.6.4 We do not guarantee that we offers best available rates for products and services available on the Service.

9.7 Order Processing. We may, in our sole discretion, choose to not process or to cancel your reservation in certain circumstances. This may occur, for example, when the booking you wish to reserve is no longer available or has been mispriced, we suspect the reservation request is fraudulent, or in other circumstances that we deem appropriate in its sole discretion. We also reserve the right, in our sole discretion, to take steps to verify your identity to process your reservation. We will either not charge you or refund the Charges for reservations that we do not process or cancel.

9.8 Product and Service Availability. In rare cases, a hotel, trip or event may be available when a customer places the order, but becomes unavailable prior to check in. We take the responsibility, that proposed hotels, events, tours and trips are available only till the moment, when the first proposal of the itinerary is sent you, which is represented by the time, when we sent the email with the link to your to download the first proposal of the itinerary.

9.9 Special Requests. If you have any special requests in connection with your itinerary, you must submit them to us at the time you fill the questionnaire or at latest during the revision of the first proposal of the itinerary sent to you by us via email. We will pass along any requests we deem reasonable to the relevant service providers. We cannot guarantee, however, that the service providers will fulfill such requests, as such services or amenities may not be available. We are not liable for any failure to fulfill a special request, and no cancellation due to any special request not being met shall be allowed. We do not accept booking requests conditioned or contingent on the fulfillment of a special request. We will deem any such booking a “regular” booking with the special request handled as specified herein.

9.10 Product Descriptions. Descriptions, images, references, features, content, specifications, products, prices, and availability of any products made available through the Services are subject to change without notice. We make reasonable efforts to accurately display the attributes of the products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products on the Services at a particular time does not imply or warrant that these products will be available at any time. We are providing in our e-books the dates and hours of the available services according to our best knowledge, but we cannot guarantee, that the dates and hours indicated in our ebooks will be valid in the time and date of your visit. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any product purchased through the Services. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product; to honor or impose conditions on the honoring of, any coupon, coupon code, promotional code, or other similar promotions; to bar any user from making any or all purchases; and to refuse to provide any user with any product.

9.11 Errors. The Services may contain typographical errors, grammatical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Services that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out of date information regarding pricing, shipping, payment terms, or return policies.

9.12 Discount Codes. Promotional discount codes We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made though

this Website. The conditions of use relating to any discount code will be specified at the time of issue. Only one promotion code can be used per order. A promotional code can't be used after an order has been placed. A promotion code can't be used after an order has been placed. If the promotional code has expired, then you shouldn't try to use it. Also you can't swap your promotional code for cash. If you've been given a promotional discount code, then it can only be used by you on your own account for the purpose for which it was issued. You shouldn't pass your promotional code around your friends, or post it in a forum B you should keep it confidential and only use it for your own purchases through the Services. Look after your promotional code, because we are not obliged to provide you with a replacement and abuse of the code if it inadvertently gets lost and used by someone else will result in its cancellation. Brand or product category exclusions may also apply. We will let you know if the promotional code can't be used against certain brands or product categories in your basket before you complete your purchase. Don't use a promotional code to buy discounted products, and then sell them on for a higher price to make yourself a bit of extra money. If you do use your promotional code in any of the ways listed above or in a way that we consider abuses the spirit in which the promotional code was issued, then we can cancel or withdraw your promotional code at any time, and without letting you know beforehand.

9.13 Gift Vouchers. Once a gift voucher has been locked to an individual's Account, the gift voucher becomes their property. After a gift voucher has been locked to an individual's Account, we reserve the right to refuse to discuss the gift voucher further with the individual who initially purchased it. Gift Vouchers are valid for 24 months, and you don't have to spend them all at once.

10 TERM; TERMINATION

10.1 Subject to this Section, these Terms will remain in full force and effect while you use the Services.

10.1.1 We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may involve deletion of your content placed to our web page.

10.1.2 If we exercise our discretion under these Terms to terminate, any or all of the following can occur with or without prior notice or explanation to you:

\$ you will not be able to access the Services, your Content, or receive assistance from Customer Service,

\$ any pending or accepted future purchases will be immediately terminated,

\$ we may communicate to your seller that a potential or confirmed purchase has been cancelled,

\$ you will not be entitled to any compensation for purchase (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Account.

10.2 We have no liability whatsoever to you for any termination of your rights under these Terms, including for deletion of your content.

10.3 All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11 WARRANTY DISCLAIMER; LIMITATIONS; INDEMNIFICATIONS

11.1 Your Release of Us. You hereby forever discharge and release us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to:

\$ the Services;

\$ any inaccurate, incomplete, unreliable, illegal or infringing Content posted on the Services, whether caused by us or any user of the Services, or by any of the equipment or programming associated with or utilized in the Services;

\$ the conduct, whether online or offline, of any user;

\$ any injury, loss or damage caused by another user or User Content posted on the Services, whether online or offline; and

\$ any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Services' users' communications.

11.2 Limitation of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT:

\$ THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;

\$ any defects or errors will be corrected;

\$ any content or software available at or through the Services is free of viruses or other harmful components; or

\$ the results of using the Services will meet your requirements.

YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11.3 Indemnification. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to:

\$ your use of, or inability to use, the Services;

\$ your violation of these Terms;

\$ your violation of applicable laws or regulations;

\$ your User Content;

\$ your violation of any rights of another party, including any users; or

\$ your interaction with any other user.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11.4 Limitation of Liability.

11.4.1 To the maximum extent permitted by law, the Service Is Available “As Is.” you expressly understand and agree that:

(1) your use of the service and the purchase and use of any products are all at your sole risk. The service is provided and products are sold on an “as is” and “as available” basis. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non infringement.

(2) we do not warrant that (A) the service will meet all of your requirements; (B) the service will be uninterrupted, timely, secure or error free; or (C) all errors in the software or service will be corrected.

(3) any material downloaded, products purchased from the us or otherwise obtained through the use of the Services is done at your own discretion and risk and you are solely responsible for any damage to your computer or other device or loss of data resulting from the download or use of any such material.

(4) no advice or information, whether oral or written, obtained by you from us or through or from the service shall create any warranty not expressly stated in these terms of service.

11.4.2 You expressly understand and agree that the Top Of Czech, its subsidiaries, affiliates and licensors, and our and their respective officers, employees, agents and successors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, cover or other intangible losses (even if we have been advised of the possibility of such damages) resulting from:

\$ the use or the inability to use the Services;

\$ the cost of procurement of substitute goods and services resulting from any goods, products, data, information or Services purchased or obtained or messages received or transactions entered into through or from the Services;

\$ unauthorized access to or the loss, corruption or alteration of your transmissions, content or data;

\$ statements or conduct of any third party on or using the Services, or providing any services related to the operation of the Services;

\$ our actions or omissions in reliance upon your account information and any changes thereto or notices received therefrom;

\$ your failure to protect the confidentiality of any passwords or access rights to your account information;

\$ the acts or omissions of any third party using or integrating with the Services or offering

products in through the Services;

\$ any advertising content or your purchase or use of any advertised or other third party product or Services;

\$ any action taken in connection with an investigation by us or law enforcement authorities regarding your or any other party's use of the service; or

\$ any action taken in connection with copyright or other intellectual property owners;

\$ any direct damages in excess of (in the aggregate) of the lesser of (A) the amount paid for the applicable purchase giving rise to the liability or (B) \$500.00 and the existence of more than one claim will not enlarge this limit; or

\$ any other matter relating to the Services.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

11.5 Time to Bring a Claim. You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of the Services or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

12 CHANGES

These Terms are subject to revision. After we make the change and we will change the "Effective Date" above, we will place the new Terms on our web page www.topofczech.com

These updates will be effective immediately ONLY for new users of our Services. Ongoing Service will be handled under the Terms revision valid on the date, when the contract was made.

13 MISCELLANEOUS

13.1 Entire Agreement and Severability. These Terms are the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

13.2 Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

13.3 Assignment. These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns.

13.4 Relationship. Your relationship to us is that of an independent contractor and no agency, partnership, joint venture, or employment relationship is created as a result of these Terms and

neither party has any authority of any kind to bind the other in any respect. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding which users gain access to the Services.

13.5 Electronic Communication. The communications between you and us use electronic means, whether you use the Services or send us emails, or whether we post notices on the Services or communicate with you via email. For contractual purposes, you (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non waivable rights. Electronic notices should be sent to topofczech@gmail.com.

13.6 No Waiver. Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

13.7 Headings; Construction. The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation. The word “including” means “including without limitation.”

14 DMCA COPYRIGHT POLICY

14.1 DCMA. We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>) that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights.

14.2 Procedure for Reporting Copyright Infringement. If you believe that material or content residing on or accessible through the Services infringes a copyright., and wish to have the allegedly infringing material removed, please send a written notification of copyright infringement containing the following information to the Designated Agent listed below:

- \$ A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- \$ Identification of works or materials being infringed;
- \$ Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- \$ Contact information about the notifier including address, telephone number and, if available, e mail address;
- \$ A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- \$ A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s

fees incurred by us in connection with the written notification and allegation of copyright infringement.

14.3 DMCA Notice Address. Please contact the Designated Agent to Receive Notification of Claimed Infringement for us at topofczech@gmail.com

