



TERMS OF USE

Use of the ZAINOO travel guide

Use of this website is governed by the terms and conditions described below. Your use of this website indicates your acceptance of these terms and conditions. ZAINOO with its main domain zainoo.com is operated by ALEWA – WebText, WebMarketing, WebConsulting OG (hereinafter referred to as: "ALEWA"). ZAINOO reserves the right to make modifications to these Terms & Conditions of Use at any time and without notice to users. You accept the obligation to review these Terms & Conditions of Use prior to each use, and your use of this website constitutes an acceptance to be bound by any modifications. These Terms and Conditions of Use are referred to hereafter as the “Agreement”.

For the use of ZAINOO you have to activate a check box during the registration process. If you click this box, you expressly agree to the following terms and conditions. If you do not wish to be bound by these Terms, you may not use the site and its services! A violation of the conditions formulated here, entitles ZAINOO to an immediate exclusion from the use of this website and services.

In addition, when using particular ZAINOO owned or operated services, you and ZAINOO shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines are hereby incorporated by reference into the Agreement.

DESCRIPTION OF SERVICE

The term “Service” shall mean the Internet web pages, data, analyses, screens, reports, documentation, spreadsheets, photographs, maps and other information of any kind that are accessible through the ZAINOO web application, which application is currently located at various URLs owned and operated by ZAINOO, as well as all updates, enhancements and modifications thereto. In addition, the meaning of “Service” shall include all correspondence, email, or data sent by ZAINOO personnel or agents.

You also understand and agree that the Service may include advertisements or links to third party websites. You also understand and agree that the Service may include certain communications from ZAINOO, such as service announcements, administrative messages and various emails, which may include attachments.

You understand and agree that ZAINOO assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

ZAINOO may modify or terminate the services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. ZAINOO reserves the right to modify these Terms of Service from time to time without notice.

ELIGIBILITY

You must be eighteen (18) or over to register as a Member and/or use the Website and/or the Service. Membership in the Service is void where prohibited. By using the Website and/or the Service, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions herein. You further represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. Your Membership may be terminated without warning and you may be barred from any future use of the Website and/or the Service if you provide any information that is untrue, inaccurate, not current, or incomplete, including but not limited to misrepresenting your age, or



if ZAINOO has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete. Your Membership is solely for your personal use, and you agree not to authorize others to use your Membership account, including but not limited to your profile. You are solely responsible for all content published or displayed through your Membership account, including but not limited to e-mail messages, and for your interactions with other Members. ZAINOO reserves the right to refuse or revoke Membership to anyone at any time for any reason.

TERM

This Agreement shall remain in full force and effect while you use the Website, the Service, and/or are a Member. You may terminate your Membership at any time, for any reason, by sending an e-mail to support@zainoo.com with the "Deactivate my account" in the subject. You agree that termination of your Membership or restriction on access to the Service, including but not limited to the discontinuance of providing the Service, may be effected without prior notice, and acknowledge and agree that upon termination of your Membership or restriction on access to the Service, ZAINOO may immediately deactivate your Membership, and bar any further access by you to such files and/or the Service. ZAINOO is not obliged to preserve, keep, or maintain back-up copies of any material submitted or posted on the Website and/or through the Service. You agree that ZAINOO shall not be liable to you or any third party for termination of your Membership, denial of access to the Service, discontinuance of providing the Service, or deletion of your content, information, and files.

INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Austria and European Union (EU) or the country in which you reside.

NON-COMMERCIAL USE ONLY

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

Non-Commercial Use by Members. All Organizations, companies, and/or businesses alike may not become Members and should not use the ZAINOO Service or the Web site for any purpose. The ZAINOO Web Site service is meant for personal use of the individual Members only; and may not be used in connection with any commercial activities or endeavours. The following include Illegal and/or unauthorized uses of the Web site: Collection of usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Web site will be investigated thoroughly, and the appropriate legal action will be taken, including without limitation, criminal, civil and injunctive redress.

ZAINOO occasionally receives requests from people to remove search results from its indices. Although ZAINOO reserves the right to address such requests individually, the general approach that ZAINOO takes reflects the following principles:

Given the enormous volume of web site information added, deleted, and changed on a frequent basis, ZAINOO cannot and does not screen anything made available through its indices. For more information, please refer to the ZAINOO privacy policy.

POSTING COMMUNITY GENERATED MATERIAL ON OUR SITES

Certain areas of ZAINOO allow users to post, add, or upload information, data, text, photographs, graphics, messages and/or other content ("Postings"). You acknowledge and agree that Postings and any and all liability arising from Postings are the sole responsibility of the user who posted the content ("Poster"), and not ZAINOO. ZAINOO does not control the Postings and does not guarantee the accuracy, integrity or quality of any Postings.



- a. You understand that by using the ZAINOO Services, you may be exposed to Postings that are offensive, indecent or objectionable. To the extent permitted by that law, ZAINOO will not be liable in any way for any Postings, including, but not limited to, for any errors, omissions or misrepresentations in any Postings, or for any loss or damage of any kind incurred as a result of the use of, or arising from, any Postings.
- b. You understand and agree that ZAINOO may review, modify, or delete, without notice, any data, text, software, music, sound, message, photograph, graphic, image, video, profile, forum post, journal, review, information, comment, work of authorship, or other material or expression (collectively, "Content"), whether posted publicly or posted privately to other Members, that in the sole judgment of ZAINOO violates this Agreement or which might be offensive, indecent, or illegal, or which might harm, violate the rights, or threaten the safety of any person. ZAINOO is the final arbiter of what IS and IS NOT allowed on the Website.
- c. You are solely responsible for the Content that you publish, transmit, upload, communicate, or display (collectively, "post") on the Website and/or through the Service, whether posted publicly or posted privately to other Members. You understand that ZAINOO has no obligation to monitor the Website, or monitor, control or edit the Content thereon, or monitor any use of the Service by Members, or remove inappropriate Content. ZAINOO is not responsible in any way for the Content posted by Members on any area of the Website, including but not limited to profiles, reviews, trip journals, albums, videos, and messages, or otherwise posted through the Service. By posting Content on the Website and/or through the Service, you agree to bear all risks associated with the accuracy and completeness of such Content.
- d. By submitting material and content to ZAINOO, you are granting ZAINOO a non-exclusive, royalty-free, non-terminable license right to use, copy, modify, show in public and create derivative works from that material in any form, anywhere. You will not be paid for granting ZAINOO these rights. You further agree to permit anyone to access, display, view, store and reproduce such Content for personal use.
- e. You further represent and warrant that:

You exclusively and irrevocably own the Content posted by you on the Website and/or through the Service or otherwise have the right to grant the License set forth in this section; and

any Content posted by you on the Website and/or through the Service does not violate or infringe the privacy rights, publicity rights, copyrights, trademarks, trade secrets, patents, moral rights or other intellectual property, contract, or proprietary rights of any person or entity. You agree to pay all royalties, fees, and other monies owing to any person or entity by reason of any Content that you post on the Website and/or through the Service.

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement or you feel that any other personal rights are violated on the website, please provide ZAINOO Copyright Agent with the URL and description of the of copyright or personal rights violating material and we shall handle your claim immediately.

ZAINOO Copyright Agent can be reached under support@zainoo.com.

- f. You may only use the Website and/or the Service for legitimate purposes for which the Website and/or the Service is available, and shall not use the Website and/or the Service for any other purposes. You must use the Website and/or the Service in a manner consistent with any and all applicable laws and regulations. In addition, ZAINOO prohibits activities that may harm the Website, the Service, Members, or other persons or property. ZAINOO reserves the right to investigate and take appropriate legal action, including but not limited to contacting law enforcement authorities and seeking remedies at law and equity, against anyone who, in ZAINOO sole discretion, makes illegal or unauthorized use of the Website and/or the Service. Prohibited activity includes but is not limited to:

- (1) is patently offensive to the online community, including but not limited to Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or cruelty to animals;
- (2) is vulgar, profane, abusive or indecent;
- (3) contains nudity, violence, or offensive subject matter;
- (4) exploits people in a sexual or violent manner;
- (5) threatens, harasses, or advocates harassment of another person;
- (6) invades another person's privacy;
- (7) violates or infringes the rights of others, including but not limited to Content that is protected by contract, rights of publicity, or intellectual property laws, such as copyright, trademark, trade secret, and patent laws, without first obtaining permission from the owner or rights holder;
- (8) involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, "spimming," "spamming" or "phishing;"
- (9) is false, misleading, disparaging, or defamatory, or promotes illegal activities or conduct that is abusive, threatening, obscene, disparaging, or defamatory;
- (10) promotes illegal or unauthorized copying of another person's or entity's copyrighted work, including but not limited to providing pirated computer programs or links thereto, providing information to circumvent manufacture-installed copy-protect devices or digital rights management software, or providing pirated music or videos or links thereto;
- (11) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page of the Website);
- (12) exploits people under the age of eighteen (18) in a sexual, violent, or otherwise objectionable manner, or solicits personal information from anyone under the age of eighteen (18);
- (13) involves pornographic or sexually explicit material of any kind, including but not limited to sexually suggestive imagery or language;
- (14) promotes, furthers, or provides instructional information about illegal activities, including but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (15) solicits passwords or personally identifying information from other Members for commercial or unlawful purposes;
- (16) involves commercial activities, including but not limited to sales, contests, raffles, sweepstakes, barter, advertising, and pyramid schemes, without the prior written consent of ZAINOO management;
- (17) violates any applicable local and international law or regulation.

Notwithstanding the prohibition on the Content listed above, you might become exposed to such information or material, in which event, you agree to hold harmless and covenant not to sue ZAINOO for any such exposure and any injuries based thereon.

g. You may restrict access to certain Content created by you to other ZAINOO members' or your ZAINOO friends' eyes only by changing your Account Settings or choosing the privacy options on the Website. However, any unrestricted Content is accessible to the general public. In addition, although ZAINOO makes reasonable efforts to maintain the security of any Content that you elect to restrict to other ZAINOO members' or your ZAINOO friends' eyes only, you understand that the internet is never 100% secure and any Content you post, whether restricted or unrestricted, is vulnerable to being accessed by unintended persons. Therefore, you agree to exercise caution not to post Content on the Website and/or through the Service that is of so personal or sensitive a nature that, if accessed by unintended persons, would cause you harm, loss or damage.

h. ZAINOO reserves the right to disclose any Content posted on the Website and/or through the Service as necessary to satisfy any applicable law, regulation, legal process or governmental request.

i. ZAINOO uses Flickr and Wikipedia content to enhance the user experience. For integration of Flickr fotos, ZAINOO uses the Flickr API but is not endorsed or certified by Flickr.

ZAINOO REGISTRATION

Certain portions of ZAINOO require users to register to obtain certain ZAINOO Services. Registration is initially available to anyone of requisite age and citizenship and is limited to one registration per user. By registering for these services, you agree to: (a) provide true, accurate, current and complete information about yourself as requested by the ZAINOO registration form (the "Registration Information") and (b) maintain and update the Registration Information to keep it true, accurate, current and complete. In addition to other grounds for suspension or termination of your use of the ZAINOO Services, if you provide any information that is untrue, inaccurate, not current or incomplete, or ZAINOO has reasonable grounds to suspect that information you have provided is untrue, inaccurate, not current or incomplete, ZAINOO has the right to suspend or terminate your access and refuse you any and all use of relevant Site.

PASSWORDS AND SECURITY

Access to certain ZAINOO Services require you to choose a user name and password. If you do so, you are responsible for maintaining the confidentiality of your password and account and for logging out of your account at the end of each session. In selecting a user name, you agree that you will not (i) select or use a screen name of another person with the intent to impersonate that person; (ii) use a name subject to the rights of any person without their authorization; or (iii) use a screen name that is offensive to people of ordinary sensitivities, illegal, or infringing. You are fully responsible for all activities that occur under your password or account. You agree (a) to notify ZAINOO immediately of any unauthorized use of your password or account or any other breach of security, and (b) to ensure that you exit from your account at the end of each session. ZAINOO cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

MONITORING

ZAINOO reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates the terms and conditions herein, including but not limited to removing any offending Content from the Website and terminating the Membership of such violators without notice. Accordingly, you agree that ZAINOO will have the right to access your Membership account and Content at any time, without advance notice, to investigate a violation of this Agreement or other misuse of the Website and/or the Service. You acknowledge and agree that ZAINOO reserves the right to, and may from time to time, monitor any and all information posted on the Website and/or through the Service, including but not limited to e-mail messages and Content restricted to your ZAINOO members' eyes only, for operational and other purposes.

MEMBER DISPUTES

You are solely responsible for your interactions with other ZAINOO Members. ZAINOO reserves the right, but has no obligation, to monitor disputes between you and other Members and take appropriate action if ZAINOO, in its sole discretion, finds any violation of this Agreement or other improper conduct.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. The Website and the Service are provided on an "AS IS" and "AS AVAILABLE" basis. ZAINOO expressly disclaims any warranty of any kind, whether express or implied, including but not limited to warranties of merchantability, of fitness for a particular purpose, or of non-infringement. ZAINOO cannot guarantee and does not promise any specific results from use of the Website and/or the Service. ZAINOO makes no guarantee that the Website and/or the Service will be timely, secure, or error-free. The Website and/or the Service may be temporarily or indefinitely unavailable for maintenance or other reasons.



ZAINOO makes no guarantee of availability of the Website and/or the Service and reserves the right to modify, withdraw, suspend or discontinue providing any or all functionality or features of the Website and/or the Service without notice at any time. No advice or information, whether oral or written, obtained by you from the Website or through the Service or from any Member shall create any warranty not expressly stated herein.

b. The Website contains opinions, recommendations, statements, and information provided by third parties, including but not limited to Content posted by other Members. ZAINOO does not represent, endorse, verify, or guarantee the truthfulness, accuracy, completeness, integrity, quality, or reliability of any such Content posted by such third parties, or vouch for any opinions or recommendations expressed by such third parties. The opinions and views expressed by such third parties do not necessarily represent those of ZAINOO. Accordingly, ZAINOO is not responsible for any incorrect or inaccurate Content posted on the Website and/or through the Service, whether caused by ZAINOO, any visitor of the Website (a "Visitor"), any Member, or by any of the equipment or programming associated with or utilized in connection with the Website and/or the Service. You understand and agree that you use Content or other information obtained from the Website and/or through the Service at your own discretion and risk. Any reliance by you on Content or other information posted by Members or other third parties on the Website and/or through the Service will be at your own risk.

c. Under no circumstances will ZAINOO be responsible for any loss or damage, including but not limited to personal injury or death, resulting from anyone's use of the Website and/or the Service, any Content posted on the Website and/or through the Service, or any interactions between Members or Visitors, whether online or offline. ZAINOO is not responsible for the conduct, whether online or offline, of any Member or Visitor.

d. ZAINOO assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Visitor or Member communications. ZAINOO is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of e-mail on account of technical problems or traffic congestion on the internet, the Website, a third party's website, or a combination thereof, including but not limited to injury or damage to a Visitor's or a Member's or any other person's computer equipment related to or resulting from participating in or downloading materials in connection with the internet, the Website, the Service, or a third party's website.

e. The Website and/or the Service may contain advertisements of and links to external websites operated by parties other than ZAINOO. Such advertisements and links are provided for your reference only. ZAINOO does not control such websites and is not responsible for their contents. ZAINOO display of advertisements for or inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Accordingly, you agree that ZAINOO does not endorse those advertisements or websites, is not responsible for their availability or accuracy, or for their content, advertising, products, services or other resources. You further agree that ZAINOO will not be liable or responsible, directly or indirectly, for any loss suffered or alleged to be suffered in connection with your use of or reliance upon such content, advertising, products, services or other resources made available by such advertisements or websites. Your business dealings with, or participation in promotions of, advertisers found on the Website and/or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers.

f. You understand and agree that web storage or space provide by ZAINOO to its Members is intended solely for the presentation of travel-related Content authorized under this Agreement. Photographs, videos, and other Content posted by you on the Website and/or through the Service are saved for the purpose of display on the Website and not for storage or other purposes. You understand and agree that ZAINOO is not responsible for and assumes no liability for preserving, maintaining, or continuing to offer access to any photograph, video, albums, journals, reviews, e-mail messages, comments, profiles, or other content posted by you on the Website and/or through the Service.

LIMITATION ON LIABILITY

IN NO EVENT SHALL ZAINOO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT DAMAGES, ARISING FROM YOUR USE OF THE WEBSITE AND/OR THE SERVICE, EVEN IF ZAINOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ZAINOO IS NOT LIABLE TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, INCLUDING BUT NOT LIMITED TO: (I) YOUR INABILITY TO USE THE WEBSITE AND/OR THE SERVICE OR ACCESS CONTENT THEREON; (II) REMOVAL OF, ALTERATION OF, DELETION OF, UNAUTHORIZED ACCESS TO, OR THEFT OF YOUR E-MAIL MESSAGES, CONTENT, OR OTHER INFORMATION; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY POSTED OR OTHERWISE EXPRESSED ON THE WEBSITE AND/OR THROUGH THE SERVICE; (IV) ACCESS DELAYS TO, INTERRUPTIONS TO, SUSPENSION OF, OR TERMINATION OF THE WEBSITE AND/OR THE SERVICE; (V) NON-DELIVERY, MISDELIVERY, OR CORRUPTION OF E-MAIL MESSAGES OR CONTENT; (VI) PERSONAL INJURY; OR (VII) PROPERTY DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ZAINOO'S LIABILITY TO YOU, IF ANY, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ZAINOO FOR THE SERVICE DURING THE TERM OF YOUR MEMBERSHIP.

INDEMNITY

You agree to indemnify and hold ZAINOO, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees and costs, relating to or arising out of your use of the Website and/or the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth herein, including but not limited to your posting of Content or other material that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property rights of any person or entity, or that defames any person, or violates their rights of privacy or publicity, or disparages any entity.

TRADEMARKS

“ZAINOO” and the ZAINOO logo are trademarks and/or servicemarks of ZAINOO, and all other trademarks, servicemarks and trade names used on the ZAINOO Website are the property of their respective owners.

The Website and the Service contain copyrighted material (including but not limited to graphic designs, source code, member-created content, and compilations of individual data), trademarks, trade dress, and other proprietary information of ZAINOO (collectively, “Proprietary Information”). Except for that information which is in the public domain or licensed by you to ZAINOO (as set forth below and for which you have legal authority to license) or for which you have been given written permission by the management of ZAINOO, you may not copy, modify, publish, transmit, distribute, publicly perform, display, reverse engineer, create derivative works of, sell, or otherwise exploit any Proprietary Information. In addition, you may not attempt to discover any source code used in connection with the Website and/or the Service. By agreeing to the terms herein, ZAINOO grants you a limited, non-transferable, revocable, and non-exclusive license to reproduce and display the interface of the Website and/or the Service and content posted thereon (excluding any source code) solely for your personal use in connection with viewing the Website and using the Service. Please contact us if you have any questions regarding this Agreement at support@zainoo.com.

E-MAIL OPT-OUT

ZAINOO may use a Member's e-mail address to send updates, notices, newsletters or news regarding the Website and/or the Service and/or a Member's friends. Members may elect not to receive e-mail of this type by changing their settings in Account Settings on the Website. However, ZAINOO reserves the right to send e-mail to Members at all times, regardless of their Account Settings, to alert them of material changes to their Membership.

COMMUNICATIONS TO NON-MEMBERS

Members can invite friends to join the Service and become ZAINOO friends by sending invitation e-mails via our automated invitation interface. ZAINOO stores the e-mail addresses of invitees that a Member provides so that the invitees may be added automatically to that Member's list of ZAINOO friends if they join the Service, and also to send reminders of the invitations. ZAINOO does not sell these e-mail addresses or use them to send any other communications besides invitations and invitation reminders to join the Service.

Your reviews and ratings may be used by third parties, which may or may not include personally identifiable information.

Except as set forth in this Privacy Policy, we do not sell, rent, share, trade or give away any of your personal information. In the event that all or substantially all of our assets relating to our Sites are sold or transferred to another party, your personally identifiable information may be transferred to this acquiring entity. Finally, we may disclose your personally identifiable information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our Visitor Agreement; to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or other users of our Sites; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

ZAINOO will notify you when information about you may be provided to third parties in ways other than explained above, and you will have the option to prevent such information sharing.

SECURITY

ZAINOO use commercially reasonable security measures to protect the loss, misuse, and alteration of the information under our control. However, ZAINOO cannot guarantee the protection of information against interception, misappropriation, misuse, or alteration or that your information may be not be disclosed or accessed by accidental circumstances or by the unauthorized acts of others. You should be aware that ZAINOO has no control over the security of other sites on the Internet you might visit, interact with, or from which you buy products or services.

POLICY CHANGE

ZAINOO reserves the right to change this policy should ZAINOO deems it advisable to do so. If ZAINOO makes significant changes that affect the use or disclosure of your personal information, ZAINOO will make reasonable efforts to notify you of the changes and to give you the opportunity to cancel your registration.

These Terms of Service are governed by the Law of the Republic of Austria. The rules of conflicts of Laws are excluded. Any disputes between you and ZAINOO shall be settled before the Landesgericht in Wels, if you are a consumer, before your ordinary court.