

1. Our Mission.

BAFFI exists to help you explore the world and share your unique knowledge and experience with others. We are happy to help build connections between locals and visitors so that you could feel at home wherever you are. This policy explains how we use your information and protect your right to privacy.

2. Terms and definitions

The document uses the following terms and definitions:

We, BAFFI – BAFFI LAB, S.R.L., its agents and affiliates.

BAFFI Website is a website hosted at www.baffi.me, other domains owned by BAFFI LAB, S.R.L., and its subdomains.

BAFFI App is a computer program designed to use BAFFI service on a user's mobile device.

BAFFI Platform – the computer programs and their component parts (databases, etc.), including the BAFFI Website and BAFFI App.

Service – services provided through the BAFFI Platform.

A Tour – a digital downloadable itinerary created and posted on BAFFI Platform.

A Member – Members are Baffi Platform users who publish, offer, search for, and purchase self-guided digital Tours.

A Guide - A member who uses Baffi Platform to create, publish and sell Tours.

A Visitor – A member who uses Baffi Platform to search for, purchase or use Tours.

To purchase a Tour – to acquire for value a temporal right to use a Tour on a Visitor's device for **Content Rental Period** .

Content – the text information, images, audio and video materials of copyright and/or related rights published on the BAFFI Platform. Content consists of BAFFI Content and Tour Content.

Tour Content - the text information, images, audio and video materials of copyright and/or related rights posted by a Guide on the BAFFI Platform.

BAFFI Content - the text information, images, audio and video materials of copyright and/or related rights posted by a BAFFI LAB, S.R.L. or its affiliates or agents on the BAFFI Platform.

Content Rental Period – the term during which a Visitor can use the purchased Tour.

BAFFI Fee – As an agent of a Guide BAFFI withholds agent`s remuneration according to the BAFFI Fees Schedule from the price of the Tour. The Tour price is set by the Guide. BAFFI Fees Schedule is accessible in the Guide`s personal profile (Profile – Legal section – Fees Schedule)

Transaction Fee – A fee charged by BAFFI to the Guide in order to cover the 3rd party payment processing fees charged to BAFFI for processing payments and payouts.

Payout – A periodic payment to the Guide covering a specific time period to transfer the Guide`s earnings to the Guide.

Visitor Terms

3. Searching and Purchasing on BAFFI.

3.1 Searching. You can search our marketplace using the App or our Website for Tours by using criteria like the type of a tour, location, language, etc. Search results are based on their relevance to your search and other criteria such as location.

3.2 Purchase. When you Purchase a tour, all applicable fees such as BAFFI service fee and taxes are included in the Tour price. When you receive the purchase confirmation, a contract is formed directly between you and the Guide, BAFFI is an agent of the Guide authorized to facilitate the purchase, including the payment and providing you with the opportunity to use the Tour with BAFFI App.

3.3 Tour Purchase. Tour purchase entitles you to use the Tour online, or to download it on your device for the offline use for the term of 30 days,(Content Rental Period) if another term is not provided under a special offer. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness, or other requirements to use the Tour. You assume all the risks of falsely confirming the required information.

3.4. Sharing a Tour. If the terms of your purchase include the right to share a Tour with another person, you can send the link, QR-code), other technical means of sharing to as many persons as provided in the terms of your purchase. You cannot share a Tour with others or with more persons than provided in the terms of your purchase. BAFFI may cancel the Tour without refund if you share your Tour in violation of the terms of your purchase.

3.5. Expiration of a Tour. After expiration of Content Rental Period your access to the Tour will be deactivated and any Tour Content on your device will be deleted. After expiration of Content Rental Period you cannot use the Tour or share it with others even if due to software malfunction, bugs or other issues outside of BAFFI`s control, expired Tour`s data or the entire Tour is not fully deleted and may still be available on your device.

4. Cancellations and Refunds.

4.1. A Visitor cannot cancel the purchase of a Tour and is authorized for no refunds, unless the purchased Tour is unavailable in BAFFI App for use within the Content Rental Period.

5. Your Responsibilities and Assumption of Risk.

5.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to the Tour. For example, this means: (i) you are responsible for having appropriate physical form or skills to go in a physically challenging bike tour or hike using the Tour you acquired, and (ii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you purchased the Tour for an additional visitor who is a minor or if you bring a minor to a tour, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

5.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the BAFFI Platform and any Content (as defined in Section 2. This means it is your responsibility to investigate a Tour to determine whether it is suitable for you. For example, Tours may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Tours.

Guide Terms

6. Selling Tours on BAFFI.

6.1 Guide. You can be a professional guide, a hike enthusiast, a partygoer, or a shopaholic. Anyone can create a Tour and share it with others, so that they could follow your way and remunerate you for your precious experience. BAFFI offers you the opportunity to easily create Tours and post them online for sale among our vibrant community of Visitors in order to earn money doing it. It's easy to create a Tour and you are in control of the price, length and theme for each Tour. You can post as many Tours as you want. You can post a Tour about any place in the world from the place where you live to a place you once visited and still cannot forget.

6.2 Contracting with Visitors.

When a Visitor purchases your Tour and you receive the appropriate notice from the BAFFI Platform, you are entering into a contract directly with the Visitor, and you are responsible for the Tour Content, under the terms and at the price specified in your Tour, and the Tour information you provided when you created the Tour. You are also agreeing to pay applicable BAFFI Fee and applicable taxes for each purchase. BAFFI Payments will deduct amounts you owe from your payout.

6.3 Independence of Guides. Your relationship with BAFFI is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of BAFFI, except that BAFFI acts as a payment collection agent. BAFFI does not direct or control your Tours or any of your activity, and you agree that you have complete discretion whether to create Tours or what Tours to create, and at what price to set for the Tour .

7. Creating Your Tour.

7.1 Creating Your Tour. The BAFFI Platform provides tools that make it easy for you to create a Tour. The description of your Tour must include accurate information about the Tour, language, location and the sales price. The duration of the Tour may be approximate. You are responsible for the Tour Content you post and are liable for any information you post.

7.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Tour or Tours. For example: as it is illegal to promote sales of controlled substances in the territory where you offer a Tour, you cannot promote such sales and substances in your Tour. Some activity maybe illegal and encouraging others to engage in it can be treated as solicitation, or aiding and abetting a crime. In some places, the Tours you may want to offer might be prohibited altogether. If and when we provide information regarding legal requirements it is for informational purposes only and you should independently confirm your obligations. If you have questions about how local laws apply, you should always seek legal advice.

7.3 Search Ranking. The ranking of Tours in search results on the BAFFI Platform may depend on a variety of factors, including these main parameters:

- Visitor search parameters (e.g. number of Visitors, time and duration of the trip, price range),
- Tour characteristics (e.g. price, number and quality of images, Reviews, type of Guide Service, Guide status, age of the Tour, average Visitor popularity),
- Visitors` reviews,
- Visitor preferences (e.g. previous trips, saved Tours, location from where the Visitor is searching),
- Other considerations.

Search results may appear different on our mobile application than they appear on BAFFI Website.

7.4 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in creating your Tours (making photos, or recording videos). You are responsible for setting the Tour price. The Tour price you set is the price that will be visible to the Visitors in the BAFFI App, on our website, or in any other location we may choose to advertise your tours. Each Baffi user can set the preferred currency in order to view prices in it, therefore your Tour may be displayed in a different currency than what you set it to, converted automatically by our 3rd party partner to represent the price set by you in your currency.

7.5 Selling tours as a Team or Organization. If you work with a co-guide or guide as part of a team, business, or other organization, the entity and each individual who participates in providing Tours is responsible and liable as a Guide under these Terms. If you accept terms or enter into contracts, you

represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions.

7.6 Your Assumption of Risk. You acknowledge that Selling tours carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the BAFFI Platform, offering Tours. You agree that you have had the opportunity to investigate the BAFFI Platform and any laws, rules, regulations, or obligations that may be applicable to your Tours or Tours and that you are not relying upon any statement of law made by BAFFI.

8. Cancellations and Refunds.

8.1 Cancelation policy.

BAFFI maintains no cancelation policy. Therefore, once your Tour is sold it cannot be returned.

8.2 Refunds

The only case when the refund is required is when the Tour is unavailable on BAFFI Platform during the Content Rental Period. The reason for this could be deletion of the Tour from BAFFI Platform due to legal reasons, including claims of third parts, or if the Tour Content contradicts BAFFI Policy. You will be notified if the Tour is deleted and will have an opportunity to appeal it. We can withhold the sum of the refund from your further sales.

8.3 Tour deletion and availability. If you delete a Tour, or tag it as “draft”, it is immediately removed from the searchable database and from the marketplace, thus no sales of such Tour will be possible. Notwithstanding this, you agree to grant BAFFI the right to keep the Tour available for use to those customers who have purchased it for the entire duration of the Content Rental Period. At the expiration date of the last purchased tour’s rental term, it will be permanently removed from our database in case of a deletion, or will remain as a draft if you choose to keep it on our platform for future use.

8.4 Tour updates/changes. If you update an existing tour, you agree that the new content shall be automatically made available to any user who has already purchased this tour, as long as the Content Rental Period of the Tour has not expired.

9. Taxes.

9.1 Guide Taxes. As a guide, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("**Taxes**").

9.2 Collection and Remittance by BAFFI. In jurisdictions where BAFFI facilitates the collection and/or remittance of Taxes on behalf of Guides, you instruct and authorize BAFFI to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by BAFFI are identified to Members on their transaction records, as applicable. BAFFI may seek additional amounts from Members (including by deducting such amounts from future payouts) in the event that the Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations, and you agree that your sole remedy for Taxes collected by BAFFI is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Guides, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

9.3 Tax Information. In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that BAFFI may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Tours to facilitate accurate tax reporting by you, our Visitors, and/or their organizations.

General Terms

10. Reviews.

After each Tour, Visitors will have an opportunity to review the Tour. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language. BAFFI may from time to time verify reviews. Therefore, not all reviews are verified by BAFFI for accuracy and some of them might be incorrect or misleading.

11. Content.

When you create a Tour, BAFFI Platform enables you to provide text, photos, audio, video, information, and other content (collectively, "**Tour Content**"). By providing Tour Content, in whatever form and through whatever means, you grant BAFFI a non-exclusive, worldwide, royalty-free, revocable, perpetual (unless revoked), sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Tour Content, without limitation. The license to use Tour Content is revoked when you delete your profile or delete a Tour in your profile. After the revocation BAFFI will not use your Tour Content, except the Tour Content of the Tours that are already purchased. BAFFI is not obliged to remove any parts of a Tour Content that was reposted for marketing purposes before the revocation.

If content you provided upon our demand includes personal information, our Privacy Policy describes how we use that personal information. If you volunteer personal information as a part your Tour Content, we are not responsible for keeping it private as you publish it.

Where BAFFI pays for the creation of Content or facilitates its creation, BAFFI may own that Content, in which case supplemental terms or disclosures will state that.

You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant BAFFI the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. BAFFI prohibits, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that BAFFI may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. BAFFI does not guarantee the accuracy or quality of translations and Guides may be responsible for confirming or challenging the accuracy of such translations.

12. BAFFI Fees, Taxes, Payouts

BAFFI is an agent of the Guide. Guides do not pay BAFFI for creating or publishing Tours. BAFFI facilitates the sales of Tours created on BAFFI Platform and is, therefore, entitled to remuneration for providing the Guides access to and use of the BAFFI Platform to sell the Tours.

12.1 BAFFI Fee. **BAFFI Fee** is the fee charged by Baffi Lab SRL for providing the Guides access to the BAFFI Platform in order to create and sell the digital tours. BAFFI Fee is calculated as a percentage of the Tour Price set by the Guide (exclusive of any sales or value-added taxes) at the time of sale of each Tour and will be withheld from the Guide Payout.

12.2 Transaction Fee. In addition to the BAFFI Fee, the **Transaction Fee**, calculated from the total Tour price that includes all appropriate sales or value added taxes shall be withheld from every payment made to the Guide to cover billing and payment processing expenses charged to BAFFI by 3rd parties.

12.3 Fee Changes or Updates. BAFFI reserves the right to change its BAFFI Fee and/or Transaction Fee at any time and will provide Guides with a notice of any fee changes before they become effective. Fee changes will not affect purchases made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 14.2. Except as otherwise provided under these Terms, service fees are non-refundable.

12.4 Taxes. The sale of any Tour is taxed according to the laws of the country where the purchase took place. BAFFI considers that the Tour purchase takes place in the country identified in the purchaser's billing address provided in his user profile.

Depending on the jurisdiction, this tax may be the VAT (Value Added Tax) or sales tax. In some jurisdictions sales of virtual tours (being digital products) are not taxable at all. If the sale is taxable, it is charged as a percentage of the Tour price set by the Guide and is added to the Tour price at the time of the Tour's purchase by a Member.

12.5 BAFFI Invoices. BAFFI will furnish a monthly invoice to the Guide for any fees charged. Such invoice will be provided on a monthly basis no later than the 15th of the month following the month in which the transactions occurred. If you are a Guide residing in the European Union and the Tour is taxable under the law, we ask you to provide information and supporting documents on whether you collect and pay the VAT, and in the case of being a VAT agent, you must provide BAFFI with an official VAT invoice in electronic format such as PDF, or via the official invoice exchange platform where required by law. Acceptable invoices are such that can be electronically transmitted and filed with the appropriate tax authorities. Baffi Lab SRL reserves the right to request additional supporting information from you if this information is necessary for the payout or taxation purposes.

12.6 Baffi Payouts. The Payout to the Guide will proceed as follows:

- BAFFI provides, between the 1st and 5th business day of the month, a revenue report showing the total sales generated by the guide in the previous calendar month and the amount due to the Guide after deductions (BAFFI Fee and Transaction Fee)*
- If requested, the Guide shall furnish BAFFI with an appropriate official invoice. This invoice must contain all the necessary information required by the tax authorities of the Guide's country of residence, such as the Guide's name, legal address, tax ID and other information
- The payment to the Guide is made by BAFFI on a monthly basis within 5 business days following the receipt of the Guide's invoice. In jurisdictions where an invoice from the Guide is not required, BAFFI will issue a payout to the Guide by the 15th of the month for the amount due to the Guide for the previous calendar month.

* Only **cleared and undisputed transactions** are included in the report. Cleared transaction means a successful electronic payment made by the Member to BAFFI for a Tour that the Member purchased. Due to the nature of electronic payments and transaction clearance times, which BAFFI has no control over, a transaction may take up to 7 business days to clear, therefore an uncleared transaction will be excluded from the Guide payout until a successful clearance and will be included in the Guide payout during the next payout cycle (next calendar month). If a Member, a bank, legal authority, or any third party disputes the transaction BAFFI reserves the right to retain the disputed amount until the dispute is resolved.

12.7 Transaction Currency. According to the location of the Member purchasing the Tour, BAFFI reserves the right to show the Tour price in the currency chosen by the Member. Payment to the Guide will be made in the currency supported by BAFFI and configured by the user in the personal profile section (Profile – Wallet- Currency).

13. BAFFI Platform Rules.

13.1 Rules. You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the BAFFI Platform
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the BAFFI Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the BAFFI Platform or Content.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the BAFFI Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the BAFFI Platform.
- Only use the BAFFI Platform as authorized by these Terms or another agreement with us

- You may only use another Member's personal information as necessary to facilitate a transaction using the BAFFI Platform as authorized by these Terms.
- Do not use the BAFFI Platform, our messaging tools, or Guides' or Visitors' personal information to send commercial messages without the recipient's express consent.
- You may use Content made available through the BAFFI Platform solely as necessary to enable your use of the BAFFI Platform as a Visitor or Guide.
- Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
- Do not require or encourage Visitors to open an account, leave a review, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a reservation, unless authorized by BAFFI.
- Do not engage in any practices that are intended to manipulate our search algorithm.
- Do not use, copy, display, mirror or frame the BAFFI Platform, any Content, any BAFFI branding, or any page layout or design without our consent.
- Honor your legal obligations
 - Understand and follow the laws that apply to you, including privacy, and data protection.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
 - Read and follow these Terms and our Policies.
 - Do not use the name, logo, branding, or trademarks of BAFFI or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with BAFFI branding.
 - Do not offer Tours that violate the laws or agreements that apply to you.
 - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

13.2 Reporting Violations. If you believe that a Guide, Tour or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting BAFFI. In addition, if you believe that a Guide, Tour or Content has violated our Terms and Policies, you may report your concerns to BAFFI. If you reported an issue to local authorities, BAFFI may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

13.3 Copyright Notifications. If you believe that Content on the BAFFI Platform infringes upon copyrights, please notify us at contact@baffi.me.

14. Termination, Suspension, and other Measures.

14.1 Term. The agreement between you and BAFFI reflected by these Terms is effective when you become the BAFFI Platform user (for example to create a Profile) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

14.2 Termination. You may terminate this agreement at any time by sending us an email at support@baffi.me or by deleting your account through your profile. BAFFI may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. BAFFI may also terminate this agreement immediately and without notice and stop providing access to the BAFFI Platform if you breach these Terms, you violate our Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect BAFFI, Guides, Visitors, or third parties.

When you delete your Visitor's account you lose access to all the Tours you purchased without a refund. When you delete your Guide's account all the created and draft Tours will be deleted without the possibility to restore. The Tours that are already purchased will be deleted only after expiration of Content Rental Period, but they will not be available from further purchase from the date when your profile or the Tour were deleted.

14.3 Guides' and Visitors' Violations. If (i) you breach these Terms or our Policies (ii) you violate applicable laws, regulations, or third-party rights, or (iii) BAFFI believes it is reasonably necessary to protect BAFFI, Guides, Visitors, or third parties; BAFFI may, with or without prior notice:

- suspend or limit your access to or use of the BAFFI Platform and/or your account;
- suspend or remove Tours, Reviews, or other Content;
- cancel confirmed purchases; or
- suspend or revoke any special status associated with your account.

For minor violations or where is otherwise appropriate as BAFFI determines in its sole discretion, you will be given notice of any intended measure by BAFFI and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting us at contact@baffi.me. If a Tour is cancelled under this Section, the amount paid to the Guide will be reduced by the amount we refund or otherwise provide to the Visitor, and by any other costs we incur as a result of the cancellation.

14.4 Legal Mandates. BAFFI may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 14.3.

14.5 Effect of Termination. If you are a Guide and terminate your BAFFI account, your account (profile) will be terminated upon expiration of Terms of Purchase for all the Tours purchased prior to your notification to BAFFI that you intend to terminate your account. If you terminate your account as a Visitor, any confirmed purchase(s) will be automatically cancelled and no refund will be available. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the BAFFI Platform has been limited, or your BAFFI account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the BAFFI Platform through an account of another Guide or Visitor unless otherwise authorized by BAFFI.

14.6 Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 3 through 27.

15. Modification.

BAFFI may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the BAFFI Platform and update the “Last Updated” date at the top of these Terms. We will also provide you with notice of any material changes by email at least 30 days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the BAFFI Platform will constitute acceptance of the revised Terms.

16. Resolving Complaints and Damage Claims.

Although BAFFI is not liable for Tour Content, we will apply our best effort to resolve any issue or complaint concerning a Tour. If you have a complaint concerning discrimination, harassment, misrepresentation, violation of a copyright, by a Guide or by a Visitor in Visitor’s review contact us at contact@baffi.me. You agree to cooperate in good faith, provide any information BAFFI requests, execute documents, and take further reasonable action, in connection with Member’s complaints, claims under insurance policies, or other claims related to your provision or use of Tours.

17. BAFFI’s Role.

We offer a platform that enables Members to publish, offer, search for, and purchase Tours. While we work hard to ensure our Members have great experiences using BAFFI, we do not and cannot control the conduct of Visitors and Guides. You acknowledge that BAFFI has the right, but does not have any obligation, to monitor the use of the BAFFI Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the BAFFI Platform (including 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) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Tours that don’t meet quality and eligibility criteria. Members acknowledge and agree that BAFFI administers its Terms policies including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist BAFFI in good faith, and to provide BAFFI with such information and take such actions as may be reasonably requested by BAFFI with respect to any investigation undertaken by BAFFI regarding the use or abuse of the BAFFI Platform. BAFFI is not acting as an agent for any Member except for facilitating sales of Tours by publishing them on BAFFI Platform and collecting payments when a Visitor purchases a Tour.

18. BAFFI Accounts.

You must register an account to access and use many features of the BAFFI Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 16 years or older. We may deny registration for a person if the person, his country of residence or activity falls under US or European sanctions. You represent and warrant that you are not a person or entity barred from using the BAFFI Platform under the laws of any applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account

and must immediately notify BAFFI if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

19. Disclaimer of Warranties.

We provide the BAFFI Platform and all Content “as is” without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the truthfulness or legality of any Tour Content or content posted in the Guide’s profile or suitability of a Tour for any Visitor; (ii) we do not warrant the performance or non-interruption of the BAFFI Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Tours or Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member or Tour being "verified" (or similar language) indicate only that the Member or Tour or BAFFI has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

20. Limitations on Liability.

Neither BAFFI (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the BAFFI Platform or any Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the BAFFI Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the BAFFI Platform, or (iv) publishing or purchase of a Tour, including the provision or use of Tours, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not BAFFI has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

Except for our obligation to transmit payments to Guides under these Terms, or make refund payments under these Terms, in no event will BAFFI’s aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the BAFFI Platform, any Content, or any Guide Service, exceed: (A) to Visitors, the amount you paid for the Tour at issue, (B) to Guides, the amount withheld as BAFFI Fee for the Tour at issue, or (C) to anyone else, one hundred U.S. dollars (US\$100).

These limitations of liability and damages are fundamental elements of the agreement between you and BAFFI. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

21. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at BAFFI's option), indemnify, and hold BAFFI (including BAFFI personnel, affiliates, and agents) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our policies, (ii) your improper use of the BAFFI Platform, (iii) your interaction with any Member, purchase and taking a Tour, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

22. Governing Law and Venue.

These Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 24 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

23. Dispute Resolution and Arbitration Agreement.

23.1 Application. This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against BAFFI in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 24 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

23.2 Overview of Dispute Resolution Process. BAFFI is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom this Section 23 applies: (1) an informal negotiation directly with BAFFI's customer service team (described in paragraph 23.3, below), and if necessary (2) a binding arbitration administered by the American Arbitration Association ("AAA").

23.3 Mandatory Pre-Arbitration Dispute Resolution and Notification. At least 30 days prior to initiating an arbitration, you and BAFFI each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to BAFFI at contact@baffi.me. BAFFI will send its notice of dispute to the email address associated with your BAFFI account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at www.adr.org) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org).

23.4 Agreement to Arbitrate. You and BAFFI mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the BAFFI Platform, Tours, or any Content (collectively, “Disputes”) will be settled by binding individual arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and BAFFI agree that the arbitrator will decide that issue.

23.5 Exceptions to Arbitration Agreement. You and BAFFI each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief. You and BAFFI agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

23.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the “AAA Rules”) then in effect, except as modified here. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

23.7 Modification to AAA Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, BAFFI agrees that any required arbitration hearing may be conducted, at your option: (a) in the U.S. county where you reside; (b) in San Francisco County; (c) via phone or video conference; or (d) if all parties agree, by solely the submission of documents to the arbitrator.

23.8 Modification of AAA Rules - Attorney’s Fees and Costs. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, BAFFI will pay all arbitration fees and expenses. Either party may make a request that the arbitrator award attorneys’ fees and costs upon proving that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

23.9 Arbitrator’s Decision. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

23.10 Jury Trial Waiver. You and BAFFI acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

23.11 No Class Actions or Representative Proceedings. You and BAFFI acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

23.12 Severability. Except as provided in Section 23.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

23.13 Changes to Agreement to Arbitrate. If BAFFI changes this Section 24 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and BAFFI (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and BAFFI.

23.14 Survival. Except as provided in Section 23.12 and subject to Section 14.6, this Section 23 will survive any termination of these Terms and will continue to apply even if you stop using the BAFFI Platform or terminate your BAFFI account.

24. Miscellaneous.

24.1 Other Terms Incorporated by Reference. Our Privacy Policy and other supplemental policies and terms linked to in these Terms apply to your use of the BAFFI Platform, are incorporated by reference, and form part of your agreement with BAFFI.

24.2 Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between BAFFI and you pertaining to your access to or use of the BAFFI Platform and supersede any and all prior oral or written understandings or agreements between BAFFI and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and BAFFI. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 23.11 above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word "will" is used in these Terms it connotes an obligation with the same meaning as "shall."

24.3 No Waiver. BAFFI's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

24.4 Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without BAFFI's prior written consent. BAFFI may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

24.5 Notice. Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by BAFFI via email, BAFFI Platform notification, messaging service (including SMS), or any other contact method we enable and you provide.

24.6 Third-Party Services. The BAFFI Platform may contain links to third-party websites, applications, services or resources ("**Third-Party Services**") that are subject to different terms and privacy practices. BAFFI is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

24.7 Google Terms. If you access or download BAFFI App from the Google Play Store, you agree to Google Play Terms and Conditions. Some areas of the BAFFI Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

24.8 Apple Terms. If you access or download BAFFI App from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement.

24.9 BAFFI Platform Content. Content made available through the BAFFI Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of BAFFI and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the BAFFI Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, BAFFI grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access, download and view the Content made available on or through the BAFFI Platform and accessible to you, solely for your personal and non-commercial use, within the Content Rental Period.

24.10 Force Majeure. BAFFI shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

24.11 Emails and SMS. You may receive administrative communications from us using the email address, phone number, or other contact information you provide for your BAFFI account. You may also receive promotional emails and SMS from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails or SMS using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have a BAFFI account.

24.12 Contact Us. If you have any questions about these Terms please email us at contact@baffi.me