

GENERAL BUSINESS TERMS AND CONDITIONS

of the business company THE INVITER LTD.

and companies directly owned & controlled by THE INVITER LTD.

Reg. No.: 09305998

with registered office at 40 GRACECHURCH STREET, LONDON EC3V 0BT, UNITED KINGDOM

the company registered in the register: The Registrar of Companies for England and Wales.

for Business (Partners)

I. Introductory Provisions

I.1. These General Business Terms and Conditions (hereinafter only referred to as the “Conditions”) are issued by the company THE INVITER LTD., Reg. No.: 09305998 with registered office at 40 GRACECHURCH STREET, LONDON EC3V 0BT, UNITED KINGDOM (hereinafter only referred to as the Mediator).

I.2. Explanation of terms:

THE INVITER is the Internet portal on the Internet page <http://theinviter.com/> and the mobile application co-operating with this portal (hereinafter only referred to as “THE INVITER” or the “Web pages”). The designation THE INVITER or Web pages is a collective designation for the Internet portal and for the mobile application. The whole chapter II is dedicated to a more detailed explanation of THE INVITER.

The Mediator is the operator and the administrator of the mobile application THE INVITER and the Internet portal THE INVITER, which is the company THE INVITER LTD. Ltd., Reg. No.: 09305998, with registered office at 40 GRACECHURCH STREET, LONDON EC3V 0BT, UNITED KINGDOM (hereinafter only referred to as the “Mediator”).

The Partner is an entrepreneur - operator of any service, which can be ordered and paid for in the co-operation with THE INVITER and where a discretionary person can be invited (e.g. restaurant, cafés, etc.) (hereinafter only referred to as the “Partner”). The Partner shall use THE INVITER especially for the marketing purposes.

The Host is a person organizing the invitation for a third person (the Invited), i.e. the one, who pays the price of the service on behalf of a third person at the Partner on condition that the service

shall be picked up by that third person later on within the time of validity of the invitation (hereinafter only referred to as the “Host”).

The Invited is the person, on behalf of whom the Host organizes the invitation, i.e. the consumer of the service provided by the Partner and paid by the Host, unless established otherwise hereinbelow (hereinafter only referred to as the “Invited”).

The User is a collective designation for the Partner, the Host and the Invited (hereinafter only referred to as the “User”).

I.3. The Conditions modify mutual rights and obligations and relationships of the Users of THE INVITER arisen in the connection with using and consuming of the services of the Mediator/THE INVITER, i.e. entry, further using and related legal relationships. The Conditions shall apply to any usage of THE INVITER (i.e. Internet portal and mobile application) for its purpose established in Article II. of the Conditions.

These conditions are focused especially on the group of the Users providing the services (e.g. restaurants) by means of or in co-operation with THE INVITER, i.e. on the Partners.

I.4. By accessing THE INVITER or logging-in by means of the Facebook network, the User – the Partner confirms that it has been acquainted with the current wording of the Conditions, agrees with them and undertakes to comply with them.

I.5. Each registered Partner – physical person or legal entity – shall be obliged to identify the physical person specified by them, who shall be liable, together with the registered Partner, for legal tasks of the Partner and for the content of the announcements made accessible by it, invitations and other pieces of information provided to the Mediator or other Users by means of THE INVITER. This specified physical person has, beside other things, the obligations according to the provisions of Article III.12. hereof.

I.6. The Mediator reserves the right to modify the Conditions unilaterally or complete them. The effect of such changes shall take place as of the day of the moment of publication of such changes or, as the case may be, modified Conditions on the Internet pages of THE INVITER or, as the case may be, in another suitable manner so that the Partner could be acquainted with the current wording of the Conditions without inadequate troubles; the Conditions shall always apply in the current wording.

II. What is THE INVITER, Its Purpose

II.1. THE INVITER is a tool for mediating the service/services ensured by the Partner, by means of an “invitation”, in a defined place for a discretionary invited person/persons - the Invited, about whom the person organizing the invitation - the Host has the required contact data or the Invited invites them on the basis of spatial specification of validity of the invitation.

II.2. The Host using THE INVITER may ensure the service for the Invited by means of THE INVITER at the Partner in a specific place defined by GPS co-ordinates. The limit for ensuring the invitation is the minimum price and the maximum price of the service. In the place of consuming the service, a wi-fi network shall be available with active connection to Internet or a mobile signal shall be available to such a level that mobile data are available.

II.3. Using THE INVITER is realized as follows:

1. At first, the Host shall buy **credits** at the Mediator, for which they shall order, by means of THE INVITER, on behalf of the Invited, an exactly defined service offered and provided by a specific Partner,
2. The Host shall pay for such service to the Mediator a price of that service according to the current price list of the Partner by means of the credits registered by that time in the applicable currency on the user account of the Host administered by THE INVITER (hereinafter only referred to as the "account"),
3. On the Web pages, the purchase order of the service shall be registered, the Host shall be identified who shall enter the identification data of the Invited incl. their electronic address, which enables them to accept the electronic "invitation",
4. On the basis of the purchase order, THE INVITER generates the electronic "invitation" and the invitation is sent to the Invited to the said electronic address,
5. For the period of validity of the invitation, the Invited may come to the Partner to the defined place, submit the electronic invitation, which is activated by the Partner, and consume the service ordered by the Host on their behalf.
6. For consuming the service by the Invited, the price of the service shall be transferred to the Partner from the side of the Mediator, from which the Mediator shall deduct its commission to the Partner according to the rules specified hereinbelow.

II.4. A registered Partner is each operator of the service validly registered in THE INVITER that has ensured, in the place of the provision of the service, the use of the wi-fi network with active connection to the Internet or available mobile signal to such a level so that mobile data are available that shall enable to open and verify the invitation in the application or portal of THE INVITER. The price of the service at a registered partner shall be paid by the Host so that they shall transfer the credits to the Mediator at the moment of ordering of the invitation (ordering the service). Consequently after the activation of the invitation by the Invited and consuming the service, the Mediator shall pay the price of the service to the Partner within the billing period (Article III.5.). From the price is credited Mediator's commission.

II.5. Furthermore, THE INVITER also enables the Partners to use THE INVITER for the **marketing purposes**. A registered Partner can use THE INVITER for the marketing purposes e.g. by posting in the application THE INVITER by themselves or, as the case may be, sending directly

by means of THE INVITER, the invitation related to the marketing event for a specific number of customers or, as the case may be, for the specifically selected or discretionary customers that shall then consume the service at the costs of the Partner (e.g. the first 20 customers that download a so-called reservation of the invitation to their electronic equipment and that come to the operation facility of the Partner among the first twenty customers after the hour identified in advance (in the invitation) and the invitation is activated after their arrival to the Partner by the follow-up submission (activation) of the reservation of the invitation in their electronic equipment).

II.6. To establish the commission (refer to Article IV.), the Partner is obliged to be based, in the marketing events, on the prices of the services provided by the Partner as a default, i.e. on its common price lists. It is expressly forbidden to establish a different (special) price list of the services for the marketing purposes, subjected to the sanction of the exclusion of the Partner from the registration in THE INVITER.

I.7. Validity of the invitation shall last for the period of one year at the latest.

III. Price and Credits

III.1. At the registered Partner, the price of the service shall be transferred by the Mediator. Before the payment of the price of the service, the Mediator shall count in the commission according to the applicable price list. The transaction for the price of the service is credited by the Mediators fee, the commission; therefore commission is directly deducted from the payment. The required quantity of the credits of the Host shall be transferred to the Mediator, which corresponds to the price of the service at the time of entering the invitation (ordering the service). The price of the service shall be transferred to the Partner within the billing period (Article III.5.) after the activation of the invitation by the Invited. The transfer of the price of the service shall be realized exclusively by means of the payment gate Paypal.

III.2. To complete the registration, the Partner shall be obliged to record and authorize their own Paypal account to the environment of THE INVITER so that the price of the service could be transferred from the side of the Mediator.

III.3 THE INVITER does not store credit card details and THE INVITER does not share customer details with any 3rd parties either.

III.4. The minimum amount of the price of the service is 1 USD and the maximum level of the price of the service is 999 USD. If the price is identified in another currency, the minimum and maximum amounts of the price of the service shall be the value of the equivalent of the amount of 1 USD and 999 USD in the applicable currency according to the current exchange rate.

III.5. The billing period for the payment of the price of the service is 10th, 20th and the last day in month if occurred any transaction within this period. A tax document shall be always issued by the Mediator if any transaction occurred. The tax document includes all the commissions credited to the partner and deducted from transaction. After the expiration of the billing period, the tax document is available to the partner for download on the web THE INVITER in partner's account.

III.6. The value of one credit corresponds to the unit of the currency, in which the service is provided by the Partner, i.e. 1:1 to the currency, in which the service is valued by the Partner, e.g. 1 credit = 1 USD.

III.7. Validity of the credits is not limited in time unless established otherwise by the Mediator.

III.8. THE INVITER shall not be responsible for exchange rate differences at the purchase, use and possible return of the credits. The credits shall be kept on the applicable accounts in the target amounts according to the currency, for which the credits were purchased.

III.9. The Invited shall be provided, at the realization of the invitation (i.e. when consuming the service) at the registered Partner, by the Partner with the ordered service regardless of possible price or exchange rate differences at the time between the payment of the ordered service by the Host and consuming the service by the Invited. The Partner shall not be authorized, in particular, to request any possible additional payment of the price by the Invited with reference of the fact that it has increased the prices of the services in the meantime. It shall not apply to a non-registered Partner.

III.10. THE INVITER shall not be responsible for the cancellation of the Partner within the period of validity of the invitation. Should a cancellation of the Partner, or, as the case may be, of the place intended for the realization of the invitation take place, the Partner shall be obliged to immediately announce the expected cancellation to THE INVITER and inform other users on the web pages about the threat of the cancellation. The specified representative of the cancelled Partner or, as the case may be, representative of the cancelled operating facility, which shall be always a physical person, is obliged to cancel or, as the case may be, suspend by means of THE INVITER all entered invitations to the cancelled operating facility; otherwise it shall be liable for the damages caused by its inaction. In case that this obligation is not met, the Mediator is authorized to:

- exclude the Partner and the representative identified by it from THE INVITER and ban their repeated registration in THE INVITER
- suspend the payments of all registered operating facilities of that particular Partner.

In case of the impossibility to realize the invitation due to the cancellation of the Partner, the price of the invitation shall be returned to the Host after the deduction of the transaction costs.

III.11. If the registered Partner fails to meet its obligation to provide the Invited with the service, the credits shall be returned to the Host. In such a case, the Mediator shall have the right to the compensation of the incurred transaction costs and the contractual fine of 1000 USD from the Partner for each such case. The payment of the contractual fine shall not be included into the claim for the compensation of damages and good name from the side of the Mediator.

IV. Commission

IV.1. A registered Partner undertakes to pay a **commission** to the Mediator for the use of THE INVITER in the manner described herein. The commission is credited to the transaction therefore Partner obtains payment cleared from the commission. The transaction fees of PayPal shall be paid by the Host in case of ordering the service at the registered and non-registered Partner in the ratio 1:1, unless established otherwise.

IV.2. The amount of the commission of the Mediator is determined by the percentage of the total price of the service (including possible taxes and fees) provided by the Partner to the Invited according to the current price list of the services of the Partner, both in case of the realization of the common invitation and in case of a marketing event of the Partner. This price list of the services of the Partner shall be the common price list of the services of the Partner intended for other customers. It is expressly forbidden to establish a special price list for the services ordered by means of THE INVITER, subjected to the sanction of the exclusion of the Partner from the registration in THE INVITER. The price list of the commission from individual circuits of the services is identified in the Annex hereto on the Web pages.

IV.3. The commission from the price of the provided service is deducted at the moment of issuing the service by the Partner to the Invited.

V. Conditions of Using THE INVITER

V.1. The Internet pages **theinviter.com** include texts, pictures, videos, software, products and services, system for mediating purchase orders and activation of the invitations, General Business Terms and Conditions of the Mediator, price lists and other pieces of information presented on the pages or included therein. Similar information is also included in the mobile application THE INVITER.

- V.2. The Mediator provides the Partners with the Web pages and related services and helps them mediate the contracts with the end user (with the Host and the Invited).
- V.3. By their access to the Web pages, the User confirms that they have learnt the current wording of the Conditions and undertake to comply with them.
- V.4. Using the Web pages by the Partner shall be for a consideration in the form of a commission according to Article IV. The User themselves shall bear their costs arisen to them in connection with the use of the Web pages (for example the costs of the Internet connection etc.).
- V.5. The Mediator reserves the right to change, add or remove, at any time, any information included on the Web pages, as well as the functions and structure of the Web pages without a prior notice or designation of the information as incorrect or obsolete.
- V.6. Similarly, the Mediator reserves the right to exclude the User from access to the Web pages or parts thereof or the right to identify certain conditions for access to the Web pages.
- V.7. The User shall bear responsibility for the total damage caused by their unauthorized intervention into the Web pages or system for mediation and realization of the purchase orders and invitations.
- V.8. In case of the violation hereof, the Mediator shall be authorized to suspend all (or any) payments at the registered Partners till the moment of the elimination of the reason for the suspension of the payments or, as the case may be, compensation of possible damages.
- V.9. By means of THE INVITER, evaluation or classification of the service provided by the Partner is not realized; the only purpose and use of the application is mediating the service on behalf of the Invited in the identified place. The output for the Partner - i.e. operator of the used service - is obtaining a customer.
- V.10. The Mediator is not a contractual party of the agreements concluded by and between the Hosts, the Invited and the Partners offering their products and services by means of the Web pages. THE INVITER shall not bear any responsibility for meeting the obligations from the mediated contract (service), for quality of the service provided by the Partner or for possible damages caused to the user from the provided service or from the mediated contract.
- V.11. THE INVITER mobile application is accessible only via smartphone with supported Operation System. Current supported Operation systems are Android and iOS. The Android version of the mobile application THE INVITER supports devices running on Android 4.0 and higher. The iOS version of the mobile application supports iPhone devices running on iOS 8 and higher.

VI. Rights and Obligations of Contracting Parties

VI.1. The Mediator undertakes to enable the Users to mutually conclude contracts on provision of service according to Article II. of the Conditions with the use of the reserved parts of the Web pages, within which there is a section for individual groups of the Users (Partners, Hosts, Invited).

VI.2. The Partner undertakes to pay a **commission** to the Mediator for the use of the Web pages in the manner according to Article II. hereof according to Article IV., which shall also cover its share in the transaction costs.

VI.3. The User as well as any other User shall declare that (i) they have full legal capacity to act; (ii) all data provided to the Mediator are true, complete, accurate and correct; (iii) they use the Web pages by means of no more than one user account of THE INVITER. In case of a justified suspicion of the contrary, THE INVITER reserves the right to block or delete the user account or accounts and use other legal steps according to the applicable law.

VI.4. The User as well as any other User may not, in particular: (i) use the Web pages in any other way than it is established in Article II. of the Conditions or in violation hereof; (ii) commercially use the Web pages or their parts in a way that could cause harm to THE INVITER, the Mediator or the Partners; (iii) obtain log-in names or passwords of other Users; (iv) violate or try to violate the operation, stability, functioning or data of the Web pages; (v) use the Web pages in a way that would be detrimental to the rights of other Users.

VI.5. A registered Partner is obliged, within the period of validity of the invitation, to provide the Invited with the ordered service even in case that it ceases to be a registered Partner due to any reason. For the event of a cancellation of the registered Partner, the provisions of Article III.9. hereof shall apply.

VI.6. Any misuse of payment cards of the Users used for the purchase of the credits at the Mediator shall be forbidden. However, the Mediator shall not be liable for any possible misuse of a payment card by a third party or by a Partner.

VII. Responsibility for Content of Web Pages

VII.1. THE INVITER / the Mediator shall not bear any responsibility for availability or functionality of the Web pages. THE INVITER / the Mediator shall not provide any warranty that the Web pages are flawless and that they do not contain viruses and/or other undesired software. THE INVITER / the Mediator shall not be liable either for damages caused by accessing or using the Web pages, downloading data from the Web pages, interruption of their operation, failure, data loss, unauthorized access to the data of the User or for lost profit related to the use of the Web pages.

VII.2. THE INVITER / the Mediator shall not warrant that the information presented on the Web pages was not modified due to technical defects or unauthorized third persons. THE INVITER / the Mediator shall not bear any responsibility for the information and content located on Web pages by third persons. THE INVITER / the Mediator shall not be liable for the content and availability of the Internet pages of third parties, to which THE INVITER refers on its Web pages. The use of such pages shall be made by the User on their own responsibility. THE INVITER / the Mediator recommend the Users reading the conditions of such pages carefully.

VII.3. The offers of products and services presented by the Partners on the Web pages are only informative; they shall not be a binding offer and they shall be governed by the conditions of third parties (Partners).

VII.4. THE INVITER / the Mediator shall not be liable for possible actions of the Partners in breach of good manners and actions of the Partners having features of unfair competition, which are related to the use of the Web pages. Furthermore, THE INVITER / the Mediator shall not be liable for a possible violation of personality rights or copyrights by the Partners.

VII.5. THE INVITER makes efforts to have the information contained on the Web pages always correct and accurate. However, it shall not guarantee correctness, completeness and up-to-date status of the information contained on the Web pages and it notifies herewith the Users to take this fact into account (i.e. that the information contained on the Web pages need not be always correct, current or totally complete).

VII.6. THE INVITER / the Mediator invites the User to report any suspicion that there is any detrimental or illegal content on the Web pages THE INVITER. The e-mail address for sending the warning: business@theinviter.com.

VIII. Personal Data Protection

VIII.1. Protection of the personal data of the Users is ensured in compliance with the applicable legal regulations about personal data protection.

VIII.2. THE INVITER processes personal data of the Users, who fill in the registration form or log-in by means of the Facebook network.

VIII.3. The User shall agree with processing the following personal data of theirs: name, surname or, as the case may be, business firm and identification office of the legal entity, domicile or, as the case

may be, registered office, e-mail address, telephone number, basic data provided by the Facebook network, list of friends on the Facebook network and e-mail address of the account of the User on the Facebook network and interests of the User on the Facebook network or, as the case may be, should it be enabled, also a note of the User (hereinafter everything collectively referred to as the "Personal data" only).

VIII.4. The User shall agree with processing of the Personal data for the purposes of the realization of the rights and obligations from the ordered and realized service and for the purposes of sending the information and commercial statements. In case and for the purpose of the realization of rejections, the User shall agree with one-off provision and processing of their personal data for the settlement of their rejection also to operator of the services (including the operators of payment systems or methods), that are concerned by the rejection and/or payment, all that exclusively within the necessarily required range and for the necessarily required period.

VIII.5. The User understands that they are obliged to identify their Personal data correctly and truly and that they are obliged to inform THE INVITER without undue delay about a change in their Personal data; otherwise they shall be liable for the loss incurred by the identification of incorrect Personal data.

IX. Provision of License, Copyrights

IX.1. The Web pages are an author's work and as such, they are also protected, in addition hereto, with the applicable legal regulations for the protection of copyrights. The system THE INVITER is an intellectual property of the company THE INVITER LTD., Reg. No.: 09305998 with registered office at 40 GRACECHURCH STREET, LONDON EC3V 0BT, UNITED KINGDOM, the company registered in the register: The Registrar of Companies for England and Wales. THE INVITER is a registered international trademark registered in the International register of trademarks kept with the International Institute of the World Intellectual Property Organization in Geneva. Its misuse is forbidden.

IX.2. Herewith the Mediator grants non-exclusive, non-transferable, non-assignable, free-of-charge, world-wide right to use the Web pages (including the applications for mobile devices) subjected to the condition of compliance herewith, in the manner established herein.

IX.3. The User shall not be authorized to subject the use of the Web pages by their business partners or other third parties to any fees whatsoever.

IX.4. The User shall only be authorized to use the source code of the Web pages for personal needs (the Host, the Invited) or for internal needs of its firm (the Partner).

IX.5. The content of THE INVITER may not be preserved, modified, copied or circulated or execute any other proprietary rights to it, unless THE INVITER has granted a prior consent to such conduct.

IX.6. Unless agreed otherwise, the User (or any other person) is not authorized to copy, change, modify, alter or correct the source code of the Web pages or parts thereof or otherwise intervene into them and is obliged to ensure that nobody else does it. It is forbidden for the User and other third parties to lease the Web pages, lend, translate, grant sub-licence, merge, publish, display by means of other webs and applications or include them into other webs and applications and otherwise circulate and preserve them. The same shall apply to the documentation related to the Web pages.

IX.7. For a violation of this ban, the User is obliged to pay a contracting fine to the Mediator at the amount of 1,000,- USD (or, as the case may be, equivalent in the applicable currency) for each violation of this ban. It shall be without prejudice to the right of the Mediator for the compensation of damages.

IX.8. No rights shall result for the Users from the actual use of the Web pages for the purposes of ensuring the offer and acceptance of the services provided by the Partners and offered or, as the case may be, mediated by means of the Web pages, not even to the information about names, business marks, trademarks and differentiating features of any nature, which are published on the Web pages by individual Users.

IX.9. THE INVITER only mediates the services provided by the Partners and shall not bear any responsibility whatsoever for the provision or non-provision or, as the case may be, defective provision of the service.

IX.10. When using the Web pages, the User shall be obliged to comply with the legal regulations and they shall be always obliged to respect the rights of THE INVITER and third parties. The User undertakes that they shall not use THE INVITER if the use thereof by the User would result in a violation of legal regulations. It is forbidden to misuse THE INVITER for terrorist acts, assistance to them or committing other criminal activities.

X. Final Provisions

X.1. The User shall have the obligation to comply herewith even when they have not been voluntarily acquainted herewith despite the fact that the content hereof is published on the Internet (on the Web pages) in a sufficiently visible and suitable place.

X.2. These Conditions, use of the Web pages and the application THE INVITER as well as the disputes arisen therefrom shall be subjected to the law of the United Kingdom of Great Britain and Northern Ireland regardless of the fact, from where the access to the Web pages was realized. The applicable courts for the resolution of such disputes arisen in connection with the use of THE INVITER are the courts of the United Kingdom of Great Britain and Northern Ireland.

X.3. Invalidity or inefficiency of any provision hereof shall not result in invalidity or inefficiency hereof as a whole. Instead of the invalid or inefficient provision, such provision shall be used that is as close as possible to the meaning and purpose of the originally intended provision.

X.4. The Conditions shall become effective as of the moment of the publication thereof on **www.theinviter.com**.

THE INVITER

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