

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 Hosts and Invited

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 the said portal (hereinafter only referred to as "THE INVITER" or "Web pages"). The designation THE INVITER or Web pages is a comprehensive designation for the Internet portal and for the mobile application. The whole chapter II is dedicated to a more detailed explanation of THE INVITER.

Mediator is the operator and administrator of the mobile application THE INVITER and the Internet portal THE INVITER, which is 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").

Partner is a businessman – provider of any service (such as restaurants, cafés, etc.), which can be ordered and paid in the co-operation of THE INVITER and to which it is possible to invite any person (hereinafter only referred to as the "Partner"). The Partner shall use THE INVITER in particular for the marketing purposes.

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

then picked up by the concerned third person within the validity of the invitation (hereinafter only referred to as the "Host").

Invited is a person, of 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").

User is a comprehensive designation for the Partner, the Host and the Invited (hereinafter only referred to as the "User").

I.3. The Conditions govern mutual rights and obligations and relationships of the Users of THE INVITER formed in connection with using and drawing of services of the Mediator/THE INVITER, i.e. access, other use and related legal relationships. The Conditions shall apply to any use of THE INVITER (i.e. Internet portal and mobile application) for its purpose established in Article II. hereof.

These Conditions are focused in particular on the group of the Users ordering and consuming services from the Partners (e.g. from restaurants) by means or in co-operation with THE INVITER, i.e. on the Hosts and the Invited.

I.4. By entering THE INVITER or logging-in by means of the Facebook network, the User confirms that they have been acquainted with the current wording of the Conditions, agree with them and undertake to adhere to them.

I.5. The Mediator reserves the right to unilaterally modify or complete the Conditions. The effect of such changes shall take place as of the day of the moment of the publication of such changes or, as the case may be, of the modified Conditions on the Internet pages of THE INVITER or, as the case may be, in another suitable manner so that the User could be acquainted with the current wording of the Conditions without inadequate difficulties; 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 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 - Host has the necessary contact data or invites the Invited on the basis of a spatial limitation 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 coordinates. The limit for ensuring the invitation is the minimum and the maximum price of the service. In the place of drawing the service, a wi-fi network with active connection to the Internet shall be available or mobile signal shall be available in such a measure that mobile data are available.

II.3. Use of 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. For such service, the Host shall pay to the Mediator, as the intermediary, the price of the said 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 kept by THE INVITER (hereinafter only referred to as the "account") and the transaction fees and costs of the Mediator or third parties related to the transfer of the credits,
 3. On the Web pages, the purchase order of the service shall be registered, the Host shall be identified, who enters the identification data of the Invited incl. their electronic address, which enables to accept the electronic "invitation",
 4. On the basis of the purchase order, THE INVITER generates the electronic "invitation" of the Invited and the invitation is sent to the Invited to the provided 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 draw the service ordered by the Host on their behalf.
- II.4. A registered Partner is each provider of the service validly registered in THE INVITER, that has ensured the use of the wi-fi network with active connection to Internet or available mobile signal in the place of provision of the service on such a level that mobile data are available, which enable to open and verify the invitation in the application or in the portal THE INVITER. The price of the service at the registered Partner shall be paid by the Host by transferring the credits to the Mediator at the moment of entering the invitation (ordering the service). Then, after the activation of the invitation by the Invited and drawing of service, the Mediator shall pay the price of the service to the Partner in the billing period.
- II.5. THE INVITER may also mediate the service at a non-registered partner subjected to compliance with the aforesaid conditions of availability of the wi-fi network with active connection to Internet or mobile signal and compliance with the minimum and maximum prices of the service. A non-registered partner does not co-operate in the model of operation of THE INVITER described above (Article II.3., points 1. - 6.) in any other way than by the provision of the service to the Invited. In case of the non-registered partner, the price of the provided service including the transaction fees, shall be paid at first by the Host on the account of THE INVITER at the time of ordering the invitation and also the actual Invited at the time of the realization of the invitation directly to the non-registered partner. The price of the consumed service at a non-registered partner is then, after the verification of the invitation, sent by means of the GPS coordinates in the place of the realization of the invitation by THE INVITER to the Invited in the form of the credits at the value of the consumed service. In such a case, the non-registered

partner does not contribute directly to the utilization of THE INVITER and the transaction costs are born by the Host in full.

II.6. By means of THE INVITER, the invitations at the expense of the Partner may also be offered by the Partners, and the invitation is realized subjected to the conditions established by the Partner that posted the invitation in the application of THE INVITER or, as the case may be, that sent it to the User. Before the realization of this invitation, it is usually necessary for the User (the Invited) to download the so-called reservation of the invitation to their electronic equipment. Then the invitation is activated after the arrival of the customer (the User) to the Partner and the submission (activation) of the reservation of the invitation in the electronic equipment of the User. The User expressly agrees with accepting such type of the invitations ensured by the Partners.

II.7. Validity of the invitation lasts for the period of one year as a maximum.

III. Price and Credits

III.1. The price of the service provided by the registered Partner shall be paid by the Mediator, after the Host has purchased at the Mediator and then transferred the required number of credits to the Mediator, which correspond to the price of the service at the time of entering the invitation (ordering of the service) and the PayPal transaction costs, which shall be paid by the Host. The price of the service shall be paid to the registered Partner after the activation of the invitation by the Invited within the billing period. THE INVITER do not store credit card details nor does THE INVITER share customer details with any 3rd parties.

III.2. 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 with accuracy corresponding to the user friendliness.

III.4. The credits shall be paid by the Host at the Mediator usually immediately before ordering the service for the Invited in the currency of the state, in which the service is drawn, for the price 1:1 to the currency in which is the service is evaluated, by means of a payment card. However, the Host may have the credits on their account at THE INVITER from earlier times.

III.5. The value of one credit corresponds to the unit of currency of the state, 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. THE INVITER shall keep the credit account, in which there is a possibility to switch

over the initial currency. The User shall set-up the initial currency, into which all incoming and outgoing payments shall be transferred. In the overview of their account, the account balance is displayed to the User in credits; there the User sets up the initial currency and the transactions on the account are displayed.

III.6. Validity of the credits, unless established otherwise by the Mediator, has no time limitation. If the price of the credits is returned upon request of the User in cash to that User, the Mediator shall have the right towards the User for the compensation of the costs related to the purchase of the credits and their consequent conversion back into cash.

III.7. The Invited shall have no right to the payment of the price of the service in cash on condition that they refuse to draw the service. In such a case and in case when the Invited does not draw the service within the established period, the value of the unused service shall return to the Host in the form of the so-called Cancellation for the unused service. The cancellation for the unused service means that the purchase order of the service is cancelled, the invitation cannot be activated anymore and the credits are, after the deduction of the costs of the Mediator, returned to the account of the Host. Such obtained credits can be used again for the invitation of another person.

III.8. In case of the cancellation for the unused service, the Mediator shall have the right to the compensation of the costs related to the transfer of the credits and their administration in THE INVITER. Such costs are deducted from the value of the returned credits at the moment of the realization of the cancellation for the unused service.

III.9. THE INVITER shall not be liable for exchange rate differences at the purchase, use and possible return of the credits to the Host.

III.10. In the realization of the invitation (i.e. consumption of the service) at a registered Partner, the Invited shall be provided 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 consumption of the service by the Invited. In particular the Partner shall not be authorized to request any additional payment for the price of the service from the Invited claiming that the price of the services has increased in the meantime. It shall not apply to a non-registered partner.

III.11 THE INVITER shall not be liable for the existence of the Partner at the time of validity of the invitation. In case of the impossibility of the realization of the invitation on the basis of the reasons of cancellation of the Partner, the price of the invitation shall be returned to the Host after the deduction of the transaction costs.

III.12 Refund/Cancellation Policy

Transactions between Mediator and private bank account of Host, Invited and Partner are serviced by PayPal. For withdrawal of the credit Host, Invited and Partner shall have own PayPal account. In the case of expired validity of the invitation Mediator refunds credits back to Host's account in THE INVITER application automatically. Cancellation of the invitation by Host or Invited is not possible within the validity of the invitation. Cancelling the invitation by Host or Invited means cancelling ordered service within the validity of the invitation. In necessary cases please contact THE INVITER team via the e-mail address: business@theinviter.com

IV. Conditions of Use of THE INVITER

IV.1. The Internet pages **theinviter.com** include texts, pictures, videos, software, products and services, system for mediating purchase orders and activation of the 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.

IV.2. 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.

IV.3. Using the Web pages by the Host and the Invited and access thereto shall be free of charge. 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.). The Host shall bear the costs of the Mediator and third parties for the transaction fees of the PayPal service.

IV.4. 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.

IV.5. 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.

IV.6. 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.

IV.7. 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.

IV.8. 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 obligation for the mediated contracts (services), 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. Accessibility THE INVITER application via smartphone

IV.9. 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.

V. Rights and Obligations of Contracting Parties

V.1. The Mediator undertakes to enable the Users to mutually conclude contracts on provision of service according to Article II. hereof 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).

V.2. The User declares 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.

V.3. The User may not, in particular: (i) use the Web pages in any other way than it is established in Article II. hereof 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 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.

V.4. When consuming the service, the Invited shall be obliged to submit the electronic invitation to the registered Partner; it which shall be activated by the Partner that shall provide the Invited with the relevant service. The invitation is only activated in the exactly defined place according to the GPS coordinates entered by THE INVITER at the time of ordering the service by means of the invitation, when the tolerance is 50 m (it shall apply both to a registered and unregistered Partner). THE INVITER / the Mediator shall not bear any responsibility for accuracy of the place of destination according to the GPS coordinates entered by the User. An attempt to deceive the GPS coordinates is a violation hereof. In case of such a violation, the Mediator shall have the right to the compensation of damages and the User shall be unilaterally excluded from THE INVITER. All credits located on the credit accounts of the User shall be forfeited as a contractual penalty to the Mediator.

V.5. 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.

VI. Responsibility for Content of Web Pages

VI.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.

VI.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.

VI.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).

VI.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.

VI.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 User 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).

VI.6. THE INVITER / the Mediator invite 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

VII.1. Protection of the personal data of the User, who is a physical person, is ensured in compliance with the applicable legal regulations about personal data protection.

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

VII.3. The User shall agree with processing the following personal data: 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 jointly referred to as the "Personal data" only).

VII.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 Mediator of the services (including the Mediators of payment systems or methods), that are concerned by the rejection and/or payment, including exclusively within the necessarily required range and for the necessarily required period.

VII.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.

VIII. Provision of Licence, Copyrights

VIII.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 registered in the register at 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.

VIII.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.

VIII.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.

VIII.4. The User shall only be authorized to use the source code of the Web pages for personal needs (the Host, the Invited).

VIII.5. The content of THE INVITER cannot be preserved, modified, copied or extended or other proprietary rights to it cannot be enforced, unless THE INVITER has granted a prior consent to such conduct.

VIII.6. Unless agreed otherwise, nobody is authorized to copy, change, modify, alter or correct the source code of the Web pages or parts thereof or otherwise intervene into them. 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.

VIII.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.

VIII.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.

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

VIII.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.

IX. Final Provisions

IX.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.

IX.2. These Conditions, use of the Web pages 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.

IX.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.

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

THE INVITER