

## GENERAL TERMS AND CONDITIONS

### Definitions:

- Site: means iWelcome2.com
- Application: means the conjunction of the mobile applications (available on IOS and Android Mobile platforms) and the user surfaces of the website.
- Services: means the services of iWelcome2 providing an online platform that connects suppliers who provide services for users at various points of their city, through which iWelcome2 makes the Services available and as an application (including the Application) for mobile devices.
- Content: means all content that the Company makes available through the Site, Application, or Services, including any content licensed from a third party, but excluding Member Content including especially but not limited to text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.
- Company: means iWelcome2 Tourinform Kft. (registered number: 01-09-339840, tax number: HU25838486, address: Andrásy út 33. 4.fl 5.door 1061, Budapest, Hungary) as the operator of the Site and Application (referred to as „we”).
- iWelcome2: means the conjunction of the Application, the Services and Content provided by iWelcome2 Tourinform Kft. through iWelcome2.com and the mobile applications affiliated with it.
- User: means a Member who requests from a supplier booking of Services via the Site, Application or Services, paying the expenses related to booked services from the Listing of the supplier.
- Supplier: means a non-professional or professional Member who creates a Listing via the Application and Services, paying for using the Application to the Company.
- Listing: means a listing of services listed by a Supplier and available via Application.
- Member: means a person who completes our account registration process, including but not limited to Suppliers and Users as described herein.
- Payments: means the provider of all payments related to the Services being a third-party service provider. All payments to and from Members shall be handled by Barion without the inclusion, or transferring banking data towards the Company. Barion may verify the banking details given by the Member pursuant to the effective policies of Barion. For more details, please, see:

<https://www.barion.com/en/legal/>

## Scope

If you are using the Application or Services, you are contracting with the Company with respect to using the aforementioned, and with Barion Payment with respect to any payments or payouts from or to you conducted through the Application or Services.

By using the Application, you agree to comply with and be legally bound by the terms and conditions of these General Terms and Conditions ("Terms"), whether or not you become a registered user of the Services. These Terms shall govern your access to and use of the Application and Services and all Content, and shall constitute a binding legal agreement between you and the Company.

PLEASE ALSO READ CAREFULLY OUR PRIVACY POLICY.

If you do not agree to these Terms, you shall have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site and Application in accordance with these Terms may subject you to civil and criminal penalties.

Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Content, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Site, Application, Services, or Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR CONTENT.

If you accept or agree to these Terms on behalf of a legal entity, you represent and warrant that you have the authority to bind that legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that legal entity.

## Limitation of Use

The Site, Application and Services are intended solely for persons who are 18 or older. By accessing or using the Site, Application or Services, you represent and warrant that you are 18 or older.

Each Member shall warrant and accept that:

- a) you are over 18 years of age, you are not under guardianship limiting your legal capacity, as well as you possess the discretionary power to make valid legal declarations; b) the data communicated during the registration are true and accurate. In each case modification takes place in your data given, you shall modify these on the registration surface of the website in order to avail smoothly the services of the website and you shall ensure that these data remain true and accurate during the entire term of the registration;
- c) you may not pretend to be another existing person and may not register on the website under the name and/or other personal data of other persons. The Company hereby excludes the liability for any claim originating from such false registrations, and you shall be exclusively liable for all damage caused by such registration to third persons;
- d) the Company is not capable to and, thus, will not examine the truthfulness and accuracy of the data communicated during the registration and in relation to the usage of the Site/Application;
- e) you shall be obliged to abstain from attempting to enter the website, its server and networks, or other computerized system or network connected to the website without proper authorization.

You shall always respect all provisions of these general terms and conditions and shall abstain from violating them in any format, the violation of which may result in the exclusion from the website.

With the registration, you accept that you shall be obliged to indemnify and exonerate the Company, as well as its related enterprises, and its officers, managers, employees and agents from all such claims, damage, obligations, losses, liabilities, expenses or debts, and costs (including, but not limited to the legal costs as well) that originate from (i) breaching any provision of these general terms and conditions; and/or (ii) violating any right of third persons. The indemnification/compensation specified herein shall remain even after the termination of the effect of the general terms and conditions, as well as after finishing the usage of the website.

The limitation related to the age of the Member shall be in accordance with the local regulation in relation to coming of age, i.e. in case a Member of 18 years is minor according to his legal regulation, he shall be prohibited to use the Site, Application or Service.

## Operation of the Site, Application and Services

### Account Registration

In order to access certain features of the Site and Application, and to book an Services or create a Listing, you must register to create an account ("iwelcome2 Account") and become a Member. The Members shall give their personal details (name, gender, date of birth, telephone number, e-mail address), profile (preference of programs, length and type of travel), Supplier availability details available only after confirmed bookings (address, navigation data) and banking details for Barion Payment purpose.

During Payment, you will be provided a choice to save your payment details for future purchases. In this case we will create you an ID with Barion. We will never access or save your card details, these data you provide directly to Barion as per Barion's terms and conditions referred to above. In the course of your future purchases you may choose to pay with your saved details, in which case the Payment will happen automatically by your confirmation, without redirecting you to the Barion site.

Please note that "Barion Payment Zrt." will appear on your statements as well as on the notifications from your bank.

You may register to join the Services directly via the Site or Application or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your iwelcome2 Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to iwelcome2 through the Site, Services or Application; or (ii) allowing iwelcome2 to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to iwelcome2 and/or grant iwelcome2 access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating iwelcome2 to pay any fees or making iwelcome2 subject to any usage limitations imposed by such third-party service providers. By granting iwelcome2 access to any Third-Party Accounts, you understand that iwelcome2 will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your iwelcome2 Account and iwelcome2 Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your iwelcome2 Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or iwelcome2's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your iwelcome2 Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application.

**PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.**

iwelcome2 makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and iwelcome2 is not responsible for any SNS Content.

We will create your iwelcome2 Account and your iwelcome2 Account profile page for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an

SNS as described above. You may not have more than one (1) active iwelcome2 Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. iwelcome2 reserves the right to suspend or terminate your iwelcome2 Account and your access to the Site, Application and Services if you create more than one (1) iwelcome2 Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your iwelcome2 Account, whether or not you have authorized such activities or actions. You will immediately notify iwelcome2 of any unauthorized use of your iwelcome2 Account.

Listings As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the services to be listed, including, but not limited to type, price and availability. In order to be featured in Listings via the Site, Application and Services, all Suppliers must have valid physical address. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to book your offer via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a User requests a booking of your offer, you may not request the User to pay a higher price than in the offer.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of an offer in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (including health-related laws), tax requirements, and rules and regulations that may apply to any offer included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties.

PLEASE NOTE THAT iwelcome2 ASSUMES NO RESPONSIBILITY, UNDERTAKES NO LIABILITY FOR A SUPPLIER'S COMPLIANCE WITH ANY AGREEMENTS WITH OR DUTIES TO THIRD PARTIES, APPLICABLE LAWS, RULES AND REGULATIONS.

iwelcome2 reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that iwelcome2, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or other iwelcome2 policies, or otherwise harmful to the Site, Application or Services.

If you are a Supplier, you understand and agree that iwelcome2 does not act as an insurer or as your contracting agent. If a User requests a booking of an offer, any agreement you enter into with such User is between the Supplier and the User, and iwelcome2 is not a party thereto.

Notwithstanding the foregoing, Barion Payments serves as the limited authorized payment collection agent of the Supplier for the purpose of accepting, on behalf of the Supplier, payments from Users of such amounts stipulated by the Supplier.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request an offer, including, but not limited to, requiring

Members to have a verified phone number, in order to book an offer. Any Member wishing to book an offer included in Listings with such requirements must meet these requirements.

If you are a Supplier, iwelcome2 makes certain tools available to you to help you to find Listings ad/or services fitting best your preferences.

#### No Endorsement

iwelcome2 does not endorse any Member or any of the Services.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from iwelcome2 with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Supplier against iwelcome2 regarding the remittance of payments received from a User by iwelcome2 on behalf of a Supplier, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

#### Bookings

A User may book services from the Listing of a Supplier indicating the quantity and the date of available services.

#### User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, Application, Services and Content. In connection with your use of the Site, Application, Services and Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, tax regulations;
- use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Content;
- use the Site, Application, Services or Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, Application, Services or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service

attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application, Services or Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an iwelcome2 User or Supplier;
- offer, as a Supplier, any Services that you do not yourself own or have permission to offer;
- register for more than one iwelcome2 Account or register for an iwelcome2 Account on behalf of an individual other than yourself;
- contact a Supplier for any purpose other than asking a question related to an offer, such as Supplier's Services or Listings;
- contact a User for any purpose other than asking a question related to a booking or such User's use of the Site, Application and Services;
- recruit or otherwise solicit any Supplier or other Member to join third-party services or websites that are competitive to iwelcome2, without iwelcome2's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Content;
- use the Site, Application, Services or Content to find a Supplier or User and then complete a booking of an Services independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to iwelcome2's provision of the Services or for any other reasons;
- as a Supplier, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that:
  - (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - (iii) is fraudulent, false, misleading or deceptive;
  - (iv) is defamatory, obscene, pornographic, vulgar or offensive;
  - (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

(vi) is violent or threatening or promotes violence or actions that are threatening to any other person;

or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
  - use, display, mirror or frame the Site, Application, Services or Content, or any individual element within the Site, Application, Services or Content, iwelcome2's name, any iwelcome2 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without iwelcome2's express written consent;
  - access, tamper with, or use non-public areas of the Site, Application or Services, iwelcome2's computer systems, or the technical delivery systems of iwelcome2's providers;
  - attempt to probe, scan, or test the vulnerability of any iwelcome2 system or network or breach any security or authentication measures;
  - avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by iwelcome2 or any of iwelcome2's providers or any other third party (including another user) to protect the Site, Services, Application or Content;
  - forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Content to send altered, deceptive or false source-identifying information;
  - attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Content;
- or • advocate, encourage, or assist any third party in doing any of the foregoing.

iwelcome2 has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

iwelcome2 may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against iwelcome2 or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms and the iwelcome2 Supplier Guarantee, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of iwelcome2, its users, or members of the public. You acknowledge that iwelcome2 has no obligation to monitor your access to or use of the Site, Application, Services or Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to



respond to content that it determines is otherwise objectionable or as set forth in these Terms. iwelcome2 reserves the right, at any time and without prior notice, to remove or disable access to any Content that iwelcome2, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

## Privacy Policy

iwelcome2 collects information about you when you use our mobile application and website, (collectively, the “Services”) and through other interactions and communications you have with us.

### SCOPE AND APPLICATION

This Privacy Statement (“Statement”) applies to persons anywhere in the world who use our Services (“Users”). This Statement applies to information we collect from those using our Services to sell offers and those using our Services to purchase offers.

### COLLECTION OF INFORMATION

#### INFORMATION YOU PROVIDE TO US

We collect information you provide directly to us, such as when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate with us. This information may include: name, email, phone number, nationality, gender, profile picture, payment method, items requested (for delivery services), delivery notes, and other information you choose to provide.

#### INFORMATION WE COLLECT THROUGH YOUR USE OF OUR SERVICES

When you use our Services, we collect information about you in the following general categories:

- **Location Information:** When you use our Services, we collect precise location data about the location of users. If you permit the iwelcome2 app to access location services through the permission system used by your mobile operating system (“platform”), we may also collect the precise location of your device when the app is running in the foreground or background. We may also derive your approximate location from your IP address.
- **Profile information:** When Users register on iwelcome2.com (either through the webpage or within our mobile apps) they are required to provide information about their traveling habits. For Users wishing to use our services, this may include preferred type of activities, duration of stay and budget. For Users wishing to use our services to Supplier Users, this information may include their

information about their location facilities etc... Providing this information is essential to the functioning of the application.

- **Transaction Information:** We collect transaction details related to your use of our Services, including the type of service requested, date and time the service was provided, amount charged, distance traveled, and other related transaction details. Additionally, if someone uses your promo code, we may associate your name with that person.
- **Log Information:** When you interact with the Services, we collect server logs, which may include information like device IP address, access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and the third-party site or service you were using before interacting with our Services. We may employ cookies to gather this information.

#### INFORMATION WE COLLECT FROM OTHER SOURCES

We may also receive information from other sources and combine that with information we collect through our Services. For example:

- If you choose to link, create, or log in to your iwelcome2 account with a social media service (e.g., Facebook), or if you engage with a separate app or website that uses our API (or whose API we use), we may receive information about you or your connections from that site or app.

#### USE OF INFORMATION

We may use the information we collect about you to:

- Provide, maintain, and improve our Services, develop new features, provide customer support to Users and Suppliers, develop safety features, authenticate users, and send product updates and administrative messages;
- Perform internal operations, including, for example, to prevent fraud and abuse of our Services; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research;

and to monitor and analyze usage and activity trends;

- Send you communications we think will be of interest to you, including information about products, services, promotions, news, and events of iwelcome2 and other companies, where permissible and according to local applicable laws; and to process contest, sweepstake, or other promotion entries and fulfill any related awards;

#### SHARING OF INFORMATION

We may share the information we collect about you as described in this Statement or as described at the time of collection or sharing, including as follows:

## THROUGH OUR SERVICES

We may share your information:

- Between Suppliers and users to provide the Services. For example, we share your ratings to different services.
- With third parties with whom you choose to let us share information, for example other apps or websites that integrate with our API or Services, or those with an API or Service with which we integrate; and

## OTHER IMPORTANT SHARING

We may share your information:

- With iwelcome2 subsidiaries and affiliated entities that provide services or conduct data processing on our behalf, or for data centralization and / or logistics purposes;
- With vendors, consultants, marketing partners, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process;
- With law enforcement officials, government authorities, or other third parties if we believe your actions are inconsistent with our User agreements, Terms of Service, or policies, or to protect the rights, property, or safety of iwelcome2 or others;
- In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company;
- If we otherwise notify you and you consent to the sharing; and in an aggregated and/or anonymized form which cannot reasonably be used to identify you.

## SOCIAL SHARING FEATURES

The Services may integrate with social sharing features and other related tools which let you share actions you take on our Services with other apps, sites, or media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the social sharing service. Please refer to the privacy policies of those social sharing services for more information about how they handle the data you provide to or share through them.

## ANALYTICS AND ADVERTISING SERVICES PROVIDED BY OTHERS

We may allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs, and other technologies to identify your device when you visit our site and use our Services, as well as when you visit other online sites and services.

## YOUR CHOICES

## ACCOUNT INFORMATION

You may correct your account information at any time by logging into your online or in-app account. If you wish to cancel your account, please email us at [info@iwelcome2.com](mailto:info@iwelcome2.com). Please note that in some cases we may retain certain information about you as required by law, or for legitimate business purposes to the extent permitted by law. For instance, if you have a standing credit or debt on your account, or if we believe you have committed fraud or violated our Terms, we may seek to resolve the issue before deleting your information.

## ACCESS RIGHTS

iwelcome2 will comply with individual's requests regarding access, correction, and/or deletion of the personal data it stores in accordance with applicable law.

## LOCATION INFORMATION

We request permission for our app's collection of precise location from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, you can later disable it by changing the location settings on your mobile device. However, this will limit your ability to use certain features of our Services.

## Ownership

The Site, Application, Services, and Content are protected by copyright, trademark, and other laws of Hungary. You acknowledge and agree that the Site, Application, Services and Content, including all associated intellectual property rights, are the exclusive property of iwelcome2 and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Content.

Application License Subject to your compliance with these Terms, iwelcome2 grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and run such copy of the Application solely for your own personal use.

## iwelcome2 Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, iwelcome2 grants you a limited, non-exclusive, non-transferable license, to (i) access and view any iwelcome2 Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by iwelcome2 or its licensors, except for the licenses and rights expressly granted in these Terms.

## Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. Member Content may include photographs, images related to the Members, as well as the offers on the Listings. By making available any Member Content on or through the Site, Application and Services, you hereby grant to iwelcome2 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. iwelcome2 does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to iwelcome2 the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content, nor your posting, uploading, publication, submission or transmittal of the Member Content or iwelcome2's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Would a Member not satisfy the above obligations, iwelcome2 and/or the Company shall be indemnified and held harmless in case of occurrent claims in this relation.

## Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that iwelcome2 is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by iwelcome2 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the iwelcome2 platform implement HERE Maps mapping services, including HERE Maps API(s). Your use of HERE Maps is subject to HERE Global B.V.'s terms of use, located at, <https://legal.here.com/en-gb/terms>

#### Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of iwelcome2 used herein are trademarks or registered trademarks of iwelcome2. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

#### Copyright Policy

iwelcome2 respects copyright law and expects its users to do the same. It is iwelcome2's policy to terminate in appropriate circumstances the iwelcome2 Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see iwelcome2's Copyright Policy for further information.

#### Suspension, Termination and iwelcome2 Account Cancellation

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## Limitation of Liability

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EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE SUPPLIERS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE iwelcome2 SUPPLIER GUARANTEE, IN NO EVENT WILL iwelcome2'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY SERVICES VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY SERVICES OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A USER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A SUPPLIER, THE AMOUNTS PAID BY iwelcome2 TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN iwelcome2 AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## Indemnification

You agree to release, defend, indemnify, and hold iwelcome2 and its affiliates and subsidiaries, and their officers, directors, employees 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 (a) your access to or use of the Site, Application, Services, or Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with



any Member, (ii) booking of Services, or (iii) creation of a Listing; (d) the usage of Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of booking or using Services; and (e) your participation in the Referral Program.

#### Accessing and Downloading the Application from iTunes, GooglePlay

The following applies to any Application accessed through or downloaded from the Apple and Google ("Application Developer") App Store ("App Store Sourced Application"):

- You acknowledge and agree that (i) these Terms are concluded between you and iwelcome2 only, and not the Application Developer, and (ii) iwelcome2, not the Application Developer, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.
- You acknowledge that the Application Developer has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify the Application Developer, and the Application Developer will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, the Application Developer will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between iwelcome2 and the Application Developer, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of iwelcome2.
- You and iwelcome2 acknowledge that, as between iwelcome2 and the Application Developer, the Application Developer is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and iwelcome2 acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between iwelcome2 and the Application Developer, iwelcome2, not the Application Developer, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- You and iwelcome2 acknowledge and agree that the Application Developer, and the Application Developer's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, The Application Developer will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

## Miscellaneous

### Reporting Misconduct

If you stay with or Supplier anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to iwelcome2 by contacting us with your police station and report number at [info@iwelcome2.net](mailto:info@iwelcome2.net) provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

### Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between iwelcome2 and you regarding the Site, Application, Services, Content, Referral Program, and any bookings or Listings of Services made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between iwelcome2 and you regarding bookings or listings of Services, the Site, Application, Services, Content and Referral Program.

### Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without iwelcome2's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. iwelcome2 may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

### Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by iwelcome2 (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

### Controlling Law and Jurisdiction

These Terms shall be interpreted in accordance with the laws of Hungary.

You and iwelcome2 agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "Disputes") will be settled by binding

arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and iwelcome2 are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and iwelcome2 otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this section shall be deemed void. Except as provided in the preceding sentence, this section shall survive any termination of these Terms.

All disputes arising out of or in connection with these Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Budapest.

#### General

The failure of iwelcome2 to enforce any right or provision of these Terms shall not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision shall be effective only if in writing and signed by a duly authorized representative of iwelcome2. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms shall be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision shall be enforced to the maximum extent permissible and the other provisions of these Terms shall remain in full force and effect.

#### Modification

The Company reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the fees, at any time and without prior notice. If we modify these Terms, the Company undertakes to post the modification on the Site or via the Application or provide you with notice of the modification. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, please, discontinue using the Site, Application and Services and, if applicable, unsubscribe and/or delete, have deleted your registration at iwelcome2.

Effective from: 5th December, 2018