

TERMS AND CONDITIONS

for

KONEKTR

by

models4media s.r.o.

dated June 2021

INTRODUCTORY CLAUSES

- (i) These Terms and Conditions govern your use of the KONEKTR mobile application ("KONEKTR") intended for ensuring various communication and the social network services developed by us ("Services"). KONEKTR is the online platform which connects influencers with their most passionate followers.
- (ii) The Services include all functionalities that are made available through the KONEKTR, in particular showing photos and videos, live chat, live stream, direct messages, tips and direct video calls. KONEKTR enables you as an Content Creator to interact and communicate with KONEKTR's users ("User" or "Users") via video and voice calling, direct messaging and other available communication functionalities of KONEKTR. It is up to you as the Content Creator to decide how to interact with users as long as it does not violate the applicable laws or these Terms and Conditions. Moreover, KONEKTR provides you with an access to the platform through which you can show your own photos or videos to your avid fans.
- (iii) These Terms and Conditions also regulate your relationship with the company **models4media s.r.o.**, having its registered office at Kopernikova 2281/2, 120 00 Prague 2, the Czech Republic, Company ID No.: 07630093, registered by Municipal Court of Prague, file No. C 304382 ("we", "us", or "models4media"). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree with these Terms and Conditions, please do not use KONEKTR and/or the Services. If you have any questions on these Terms and Conditions, please contact us via info@konektr.com
- (iv) KONEKTR and the Services constitute a platform developed and operated by us and intended for use by third party Content creators. By using KONEKTR and/or the Services you agree to be bound by these Terms and Conditions that constitute the binding agreement (the "Agreement") between you and models4media ("Parties" and each individual party also as the "Party"). These Terms and Conditions set out the legally binding terms for your use of KONEKTR and/or the Services and are available on the website **www.konektr.com** (the "Website") as well as in your mobile application. The technical requirements related to the use of KONEKTR may be found also on the Website.
- (v) This Agreement includes KONEKTR's policy for acceptable use and content posted or shared through KONEKTR and/or the Services, your rights, obligations and restrictions regarding your use of KONEKTR and/or the Services and a link to the KONEKTR's privacy policy.

THE AGREEMENT (TERMS AND CONDITIONS)

1. SUBJECT MATTER OF THE AGREEMENT

1.1. On the basis of this Agreement and under the conditions stipulated herein:

1.1.1. we undertake to provide you as the Content Creator with access to the application KONEKTR and its Services; to the extent agreed upon between the Parties, we shall reward you for the following premium activities and effort via KONEKTR :

- a) active communication such as video calls, live stream – for the interactions and communication with an individual User or group of Users through the KONEKTR's communication Services, we reward with credits on the basis of number of minutes of your video call which the User(s) purchase(s) via our credit system);
- b) premium content, all Users gifting on your personalized profile the Users unlocking access to view your unique custom premium content or Users gifting on your personalized profile, we shall reward you with credits, also during the Live Stream and Video Call;
- c) your exclusive posting with claps. The more claps you collect, the more popular ranked you will be.

1.1.2. you may show the exclusive content to the Users via your Content Creator account and to interact and communicate with the Users by getting rewarded-for activity and effort that require in-app purchases by Users' credit system as well as to motivate the Users to use the in-app purchases.

1.2. KONEKTR enables you to show your posts with pictures or videos via your Content Creators account. Please note that you have several options how to show the pictures or videos via your Content Creators account to the Users:

- a) your non-premium content is accessible to each registered User – videos and pictures are accessible to the Users without any in- app purchase
- b) your individual Premium content is accessible only to the User who unlock access to these unique posts with videos and photos via our credit system base on in- app purchase Your reward is on the basis of credits which the Users spend for getting access to your Premium content (see KONEKTR's Reward Policy under 3.1 hereof).

1.3. We do not pay you any remuneration or fees for any license to content that you publish via KONEKTR, as KONEKTR does not obtain any license to your pictures or videos; these pictures or videos and rights to them remain fully yours and KONEKTR only provides you with the platform and software solution which enables you to show these pictures or videos to the Users or your avid fans.

2. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. We undertake to provide the application KONEKTR and its Services in a professional manner, in compliance with good industry practice and within the agreed scope and quality herein.

2.2. You confirm that you are older than 17 years and that you are not subject to any statutory age limits that would prevent you from entering into this Agreement.

2.3. KONEKTR has no tolerance for objectionable abusive content or abusive users. It is strictly prohibited to present any sexual, pornographic, political, violence content or any discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. In-adherence will result in your account being banned.

- 2.4. You shall send us your filled-in application form before the Agreement is concluded. Your application form must include your name and surname, date of birth, email address and internet hyperlink to your public account at the social networks Instagram (the content at your Instagram account has to be publicly available at least during the registration process under this Section). As soon as we receive your application form, we will commence its manual evaluation at our approval centre. The process of approving your application form is based on the assessment of your activities and individual content that is publicly available at other social networks and the assessment of numbers of your followers at other social network (for example, we prefer the Influencers with individual and original content).
- 2.5. We will notify you about the confirmation or rejection of your application within 48 hours from the time of receipt. This Agreement is concluded when we send the confirmation of your application form to your email address. Until the confirmation or rejection of your application you are entitled to use KONEKTR as the User; you are entitled to use KONEKTR as the User also in the case when your application to Content Creator role is rejected.
- 2.6. Please note that your application form may be rejected, in particular, based on the grounds as follows:
- 2.6.1. some of the content that is publicly available at other social network does not comply with the aims, visions or purposes of KONEKTR (for example, content available at your profile is of a marketing nature);
- 2.6.2. your account at other social network does not have sufficient number of followers;
- 2.6.3. your account at other social network does not have sufficient interactions with your followers (for example, your posts do not include sufficient number of "Like" and/or users' comments).
- 2.7. If your application form is rejected, you may send us a new application form with new information that may justify the new evaluation of your application. The new application form may be submitted no sooner than 30 days after the previous application has been rejected.
- 2.8. You are responsible for the accuracy and content of any information, data and/or materials disclosed and/or provided to us and/or published in connection with the Services.
- 2.9. You shall be solely responsible for the security of your account and password to KONEKTR. All behaviour and activities conducted through your account in KONEKTR will be deemed as your behaviour and activities for which you shall be solely responsible.
- 2.10. We reserve the right to reject any application form or refuse or stop access to KONEKTR and/or Services anytime to any Influencer, with or without notice or reason, in particular in cases where the Content Creator breaches this Agreement.
- 2.11. Apple is neither in any way involved in sponsorship of the content nor ranking of the profiles.

3. REWARDS

- 3.1. You shall be rewarded for your activities via KONEKTR that are provided to the User under this Agreement and in accordance with our reward policy for Content Creator as below.
- 3.2. In principle, the reward will be given to the Content Creators via KONEKTR only in an amount of collected credits via Konektr Services under Art. 1.1.1. The creation and posting of non-premium content available through your KONEKTR's account to Users is not rewarded (see Art. 1.2) (a)).
- 3.3. All credits that Users spend for the interactions with you and for other Premium Services which you provided through KONEKTR are credited to your personal KONEKTR wallet under your Content Creator profile

registration Your personal wallet has two parts: (i) "Pending Balance" and (ii) "Current Balance". The specific amount of your reward is dependent on the amount of credits that Users spent for the Premium Services pursuant to Art. 1.1.1 hereof within ten (10) days period, as stated below. Please note that all credits collected are accounted to the part of your personal account so-called "Pending Balance". All credits are accumulated in your "Pending Balance" for every day during ten (10) days periods. Upon expiration of a particular ten (10) days period, all of collected credits are gradually rolling to the second part of your personal account so-called "Current Balance". The credits are rolled gradually for every day of the previous ten (10) days period. Therefore, all credits stored in your "Pending Balance" within particular ten (10) days period are completely rolled to the "Current Balance" over the following ten (10) days (for example, if you earn 10 credits on 1 April 2021 and on 2 April 2021 you earn another 15 credits you will see the amount of 25 credits in overall within "Pending Balance". After 10 days period, these credits will begin to roll to your "Current Balance" as follows: the amount 10 credits earned on 1 April 2021 is moved to the "Current Balance" on 11 April 2021; the amount of 15 credits earned on 2 April 2021 is moved to the "Current Balance" on 12 April 2021, etc. It means that the overall amount of 25 credits will be converted to the "Current Balance" on 12 April 2021).

- 3.4. Parties have agreed that you shall convert the sum of your reward under this Agreement from "Current Balance" of your personal Konektr wallet and subsequently you may collect the credits and send them to your collection email.

4. YOUR RIGHTS AND OBLIGATIONS REGARDING THE USE OF KONEKTR AND THE SERVICES

- 4.1. You as the Content Creator are solely responsible for using of KONEKTR and the Services.
- 4.2. You may not create an account in KONEKTR for others, or allow others to use your account. You shall immediately notify us if you discover unlawful use of your account by others. Further, you may not impersonate any other individual, entity or organisations.
- 4.3. You are solely responsible for the content that you create, publish, upload, post, share or display through KONEKTR or any material and information that you transmit to the Users or other Content Creators via KONEKTR (including, but not limited to, any text messages, live calls files, photos, videos, video comments, and for all your interactions arising out of, or relating to the conduct of the Users or other Influencers or anyone else in connection with the use of KONEKTR). For avoidance of any doubt, direct messages and direct calls that you send or connect directly to other KONEKTR User(s) will only be accessible or viewable by those User(s) or group(s) you directly send such information; we do not store or monitor any direct communication between the Influencers and the Users.
- 4.4. Under applicable provisions of the Czech Civil Code (Act No. 89/2012 Coll.), you hereby grant to us a royalty-free consent to use, modify, copy, distribute and communicate to the public the pictures or videos of yours which you decide to show the Users via KONEKTR and you agree that we may use them for our marketing purposes. Please note that the said consent is not part of the premium content and you may revoke this consent anytime by deleting your pictures or videos or account in KONEKTR. However, these will continue to appear if you have shared it with others and they have not deleted it, in which case the consent also lasts.
- 4.5. On grounds of the consent granted under Art. 4.4 we may use some of your pictures or videos to promote your profile among KONEKTR's community (for example, we may organise some contest with the Content Creators pictures of videos that is focused on increasing Users' interactions). We may also add any advertisement, at our discretion, into your pictures or videos that you publish or communicate via KONEKTR.

- 4.6. You undertake not to use KONEKTR and Services for any illegal or prohibited activities, in particular for the activities that:
- 4.6.1. are patently offensive and/or promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - 4.6.2. include or promote any materials with pornographic, erotic or sexual nature;
 - 4.6.3. harass or advocate harassment of another person;
 - 4.6.4. involve the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
 - 4.6.5. promote information that to your knowledge is false or misleading, or promote or involve illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 - 4.6.6. promote an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated music or video files;
 - 4.6.7. contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 - 4.6.8. provide material that exploits people under the age of 18 in a sexual or violent manner, or solicit personal information from anyone under 18;
 - 4.6.9. provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
 - 4.6.10. solicit passwords or personal identifying information for unlawful purposes from users.
- 4.7. You shall use KONEKTR and the Services in a manner consistent with any and all applicable laws and regulations. You shall also ensure that no viruses or other malicious code will be uploaded or shared through KONEKTR and the Services.
- 4.8. You shall abstain from any activities that could facilitate or encourage any violations of this Agreement, any any third parties' right, or any right of the third person.
- 4.9. You are solely responsible for the provision of the premium content in accordance with all applicable legal obligations related to such activities (for example, pursuant to local trade regulations you may be obliged to obtain a trade license). Please be aware of any legal regulations that may be applicable to you in connection with being active at KONEKTR and follow these rules.
- 4.10. Similarly, as in case with Users' accounts, you may use the functionality of claps for interaction with other Content Creators. You may purchase packages of claps or you may use only claps which you get from us for free. We ensure that every day you will have at least the minimum number of claps as follows:
- 4.11. Minimum daily number of claps for the Content Creator is 20 claps. Please note that we add new claps to your Account only if the current number of your claps falls under the above-mentioned number of minimum daily claps (for example, if you have 20 claps and during one day you use only 3 claps, on the next day we will provide you with 3 new claps – it means that you may use up to 20 claps during this day again). Remember that if the current number of your claps is higher than the above-mentioned number of minimum daily claps, we do not add any new claps to your account. However, you may purchase various packages of claps directly through KONEKTR at any time (for example, you can buy the packages that include 50, 150, 300 or 500 claps – as displayed in the app) and you may use them throughout the time you are registered with KONEKTR.

- 4.12. You shall carry out activities via KONEKTR towards the Users regularly. You may also link your account from other social networks (e.g. Instagram) with your account at KONEKTR via the hyperlink or similar in way in order to promote KONEKTR among your followers at other social networks.
- 4.13. Each Content Creator can use Live Stream Video mode. Our Live Stream Video Policy strictly prohibited any political incorrectness, racist and religious attack, violent behavior, sexual acting, illegal activity during Live Stream Video session.
- 4.14. Is in your solely responsible to behave properly to each User during whole Live Stream Video and avoid any behavior conflicts.
- 4.15. You may receive Gifts during Live Stream Video.
- 4.16. Set up Live Stream session can last maximum 24 hours and can be shut down after minimum 10 minutes of your attendance on Live Stream. You can leave and re-enter any time. We count all your multiple entries into the session. Nevertheless, it will be automatically terminated after maximum 24 hours after creation.

IMPORTANT NOTICE!

- 4.17. Our Platform is not responsible for any injuries, life-threatening responsibilities or any property losses and damages during your “Live Stream Video” and “Live Challenge” activity
- 4.18. Is in your solely responsible to consider any of your activity during whole Live Stream Video and Live Stream activities if any of your skills are in harmony with your abilities.
- 4.19. You should avoid any abuse behavior where you collect any credits for your “Live Stream” activity with the knowledges that you are not able to fulfill your “Live Stream”.

5. OUR RIGHTS AND OBLIGATIONS WITHIN PROVISION OF KONEKTR

- 5.1. We reserve the right to change the type and content of our Services in KONEKTR, at our discretion, with an advanced notice addressed to the Content Creators via our App.
- 5.2. We shall not in any way monitor your communication with the Users or with other Content Creators; however, you acknowledge and agree that based on requests of third parties we may remove or make unavailable any content provided by you if we deem it necessary to comply with our obligations as the service provider to protect rights of such third parties, mitigate damages and not be liable for content uploaded to KONEKTR. We make no representations or warranties as to your conduct via KONEKTR. We do, however, recommend that if you choose to exchange personal information with any User or Influencer of KONEKTR, then you should take it upon yourself to do a background check on said person.
- 5.3. We represent and warrant that the direct calls and similar communication via KONEKTR are carried out only in live regime on servers without any recordings of such communication, except the recordings necessary for technical processing and post-processing operations of the communication.
- 5.4. We may evaluate your activities at KONEKTR, in particular, whether or not you are an active or inactive Content Creator; in case of your inactivity at KONEKTR we may send you a notification on imminent inactivation of your Account. If you do not renew your activity at KONEKTR within due course, we may terminate this Agreement with immediate effect and delete your account at KONEKTR.
- 5.5. We reserve the right to refuse or stop access to KONEKTR and its Services anytime provided that you use KONEKTR for illegal or prohibited activity, in particular for the activities pursuant to Art. 4.6 hereof or in case of any suspicion of financial fraud.

- 5.6. In case of any suspicion of financial fraud, we may cease any in-app purchase for your account for an indefinite period of time in order to evaluate the whole process; until twwhole investigation by KONEKTR or the state authorities is concluded there won't be any other in-app purchase to your Account.
- 5.7. The Parties are aware that illegal or unauthorised use of KONEKTR and its Services is prohibited. Appropriate legal action may be taken by us for any illegal or unauthorized use of KONEKTR and its Services. We reserve the right to cooperate with appropriate law enforcement agencies with respect to any activities conducted via KONEKTR that may violate any applicable laws.

6. INTELLECTUAL PROPERTY

- 6.1. The content of KONEKTR and Services and KONEKTR itself are protected by copyright, database rights and other intellectual property rights. We retain and reserve all copyright, trademark, intellectual and other property rights pertaining to KONEKTR, its development and/or use. We provide the Content Creators and Users with the access to KONEKTR's functionality and the Services pursuant to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as conferring any license of any intellectual property rights or such materials by us to you. You are entitled to use KONEKTR and its Services in common way in accordance with this Agreement.
- 6.2. You may not post, share, distribute, communicate or reproduce through KONEKTR any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the author, the owner of such proprietary rights or the person exercising such proprietary rights according to applicable law. The said authorisation must be provided upon our request. In case the Content Creator is in breach of this obligation and takes any action that may harm any rights to intellectual property of any person, then we assume no responsibility, nor liability for any infringements of the Content Creator's or any third party's rights to intellectual property.
- 6.3. If you share, post, upload, stream or communicate any content through KONEKTR to publicly accessible areas of the KONEKTR environment, we do not claim any ownership of your content, nor do we claim any license to the content that is covered by intellectual property rights (for example, photos or videos).

7. PERSONAL DATA PROTECTION

- 7.1. We undertake to comply with the data protection laws applicable in our jurisdiction. You acknowledge that you have read and fully understand our Privacy Policy that is accessible at: www.konektr.com, which describes how we process the data you provide to us or generated when you use KONEKTR. If you have any question, please contact us at: info@konektr.com

8. ADVERTISEMENT AND USING OF KONEKTR

- 8.1. You may grant to us a specific consent in order that we will represent you and act on your behalf you as your agent in negotiation of agreements regarding your promotion of goods and services of any third party ("Sponsors").
- 8.2. Once you intend to be represented by us in negotiation with Sponsors, you will need to provide us with your explicit consent via KONEKTR mobile application or the Website. As soon as your request is processed, we will start with seeking marketing opportunities that may be interesting to you and your activities.

- 8.3. You may always decide whether or not to use the marketing opportunity which we have found for you. If you intend to use the marketing opportunity, we will take all required steps prior to entering into an agreement and we may also conclude such agreement on behalf of you with the Sponsor(s).
- 8.4. For avoidance of any doubt, Parties take note that all agreements with Sponsor(s) may be concluded only between the Sponsor and you as the Influencer. The terms and conditions of an agreement with the Sponsor(s) will be individually agreed with each Sponsor and no specific conditions of your marketing activities via KONEKTR are included in this Agreement.
- 8.5. Your consent granted under Art. 8 may be withdrawn at any time. The withdrawal of consent shall not affect our activities based on consent before its withdrawal. Please note that we may not represent you and act on behalf of you as your agent in negotiation with Sponsors without your consent under this Art. 8 (it means that our representation of the Influencers is not included in the Agreement provided that we do not acquire specific consent from an individual Influencer).

9. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 9.1. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred, in whole or in part, to any third party without prior written consent of the other Party, unless otherwise stated in the Agreement. Any such assignment or transfer without prior written consent shall be invalid and ineffective. Such consent shall not be unreasonably withheld or delayed by the Parties. The Agreement shall be binding upon the Parties' legal successors and their assignees accordingly.

10. DURATION AND TERMINATION OF THE AGREEMENT

- 10.1. This Agreement has been entered into for an indefinite period of time, unless otherwise agreed between the Parties in writing.
- 10.2. You are entitled to terminate this Agreement unilaterally via a written notice delivered to us or via cancellation of your registration in KONEKTR at any time without the need to state any reasons. The Agreement ceases to exist by the end of the given calendar week in which the termination notice is delivered to us or your registration has been cancelled.
- 10.3. We are entitled to terminate this Agreement unilaterally via a written notice delivered to you at any time once you are inactive at KONEKTR. The Agreement ceases to exist by the end of the given calendar week in which the termination notice is delivered to you.
- 10.4. In the event that you breach any of your obligations prescribed by Art. 2 or 4 or 6 hereof, we will be entitled:
- 10.4.1. to terminate this Agreement one-sidedly via a written notice delivered to you, in particular when your breach is of a material nature or it is a repeated breach of the same obligation (more than twice); the Agreement ceases to exist by the end of the given calendar week in which the termination notice is delivered to you;
- 10.4.2. to send you a written notice with specification of the identified breach and with the information that the Agreement will be immediately terminated, if you breach the same obligation again;
- 10.4.3. to block your account at KONEKTR with or without time limitation.
- 10.5. In any case we may immediately delete your content that has breached your obligation prescribed by Art. 2 or 4 or 6 hereof without the need to state any reasons.

- 10.6. Once the Agreement is terminated pursuant to Art. 10.4.1 hereof, we shall be entitled to charge you the contractual penalty in the amount of the total value of the collected credits from the Users, which are stored at your KONEKTR wallet when the termination notice is delivered to you. Thus, these collected credits may be removed from your account. This contractual penalty does not preclude us from claiming any compensation for damage resulting from the breach of the duty, which is subject to the contractual penalty.
- 10.7. The provisions of Art. 9.1, Art. 12, 13, 15 as well as other provisions hereof the nature of which implies that these should survive the termination hereof, shall not be affected by the termination of this Agreement.

11. FORCE MAJEURE

- 11.1. No Party shall be held liable for non-fulfilment of its obligations under the Agreement, in whole or in part, as a result of events beyond its reasonable control, which prevent the Party from complying with any of its obligations under the Agreement. Such events shall include, without limitation, Acts of nature (such as earthquakes, fires, drought, tidal waves, floods or other natural disasters), strikes (unless solely restricted to employees of the Party), lockouts, riots, acts of war, insurrections, invasions, mobilisation, acts of terrorism, embargoes, epidemics, governmental laws and regulations imposed or amended after the conclusion of the Agreement, communication line failures or power failures ("Force Majeure Events"). Delays in delivery or completion dates due to the Force Majeure Events shall automatically extend such dates for an additional period equal to the duration of the Force Majeure Events. In the event such non-performance lasts for a period of sixty (60) days or more, either Party is entitled to terminate the Agreement by giving written termination notice to the other Party.
- 11.2. Either Party is obliged to notify the other Party without undue delay about the occurrence of the Force Majeure Events in order to obtain the relief pursuant to Art. 12.2 hereof.

12. LIMITATION OF LIABILITY AND WAIVERS

- 12.1. If we are in breach of these Agreement, we are only responsible for any direct losses that the Content Creator and the User suffer as a direct result of such a breach, to the extent that they are a foreseeable consequence to both of the Parties at the time of the conclusion of the Agreement. No limitation of liability applies in case the damage is caused to the Content Creator or the User due to our proven intentional conduct.
- 12.2. In addition to the Force Majeure Events, our liability shall be limited as follows:
- 12.2.1. we shall be liable for the damage to Content Creator property only to the maximum extent of EUR 5.000,- (in words: five thousand euros).
- 12.3. We shall not be responsible or liable for:
- 12.3.1. loss of data caused by the Content Creator;
- 12.3.2. any incorrect, inaccurate or unlawful content communicated through KONEKTR or in connection with the Services provided, whether caused by the Content Creator or by any of the equipment or programming associated with or utilised;
- 12.3.3. the conduct, whether online or offline, of the Content Creator;
- 12.3.4. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, the Influencer's communication;

12.3.5.any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or traffic congestion on the Internet or at any website or combination thereof, including any injury or damage to the Influencer or to any person's computer related to or resulting from participation or downloading materials in connection with the Services;

12.3.6.any loss or damage, including personal injury or death, resulting from use of KONEKTR and its Services or from any Influencer's or third person's content communicated via KONEKTR or transmitted to the Influencer, or any interactions between Influencer and Users whether online or offline.

The same limitation of liabilities applies not only to all of the current features of KONEKTR and its Services, but also to any features that may be added/offered in future.

12.4. KONEKTR and its Services are provided "AS-IS" and we expressly disclaim any warranty of fitness for a particular purpose or non-infringement. We cannot guarantee and do not promise any specific results from the use of KONEKTR and/or its Services. Further, we cannot guarantee that KONEKTR and/or its Services will satisfy your requirements, or guarantee that KONEKTR and/or its Services will be uninterrupted.

13. INDEMNITY

13.1. You undertake to indemnify us and repay all damages, costs, expenses, and losses suffered or incurred by us arising out of or in connection with any breach of the warranties, undertakings, covenants and obligations contained in this Agreement. At our request and at your own expense, you shall provide all reasonable assistance to enable us to resist any claim, action or proceedings brought against us as a consequence of that breach.

14. COMMUNICATION

14.1. All notices or requests required to be given under the Agreement shall be made in writing (the term "in writing" includes both electronic and paper form of communication).

14.2. Unless otherwise provided herein, any notices, requests, invoices or other communication hereunder made in writing shall be delivered by email or registered mail or courier.

14.3. Any notices or requests hereunder shall be deemed to have been given:

14.3.1.if delivered by courier or registered mail, upon its delivery to the recipient or upon recipient's refusal to take it over;

14.3.2.if sent by e-mail, upon three (3) days after its sending to the other Party.

14.4. Any changes of the Party's postal address and/or e-mail address must be notified to the other Party without undue delay in accordance with the provisions of this article.

14.5. You may contact us via our email address **info@konektr.com** anytime.

15. GOVERNING LAW AND JURISDICTION

15.1. The Agreement shall be governed by the substantive law of the country of the models4media's registered office, with the exclusion of any conflict-of-laws provisions.

15.2. All disputes arising from or in connection with the Agreement between Parties shall be amicably settled by mutual consultation of Parties. If Parties do not conclude a written agreement about resolution of dispute not

even in thirty (30) days from the delivery of written invitation to mutual consultation, each Party is entitled to submit the dispute to the competent court in the state of the models4media's registered office, which in case of an action against the Influencer shall be the District Court for Prague 2, or, in case the matter would fall under the competence of a regional court, than it shall be the Municipal Court in Prague.

16. FINAL PROVISIONS

- 16.1. Severance: If any provision of this Agreement is declared void, invalid, or illegal by a competent judicial or arbitration authority, the validity or legality of any of the other provisions and of the entire Agreement shall not be affected thereby and the Parties shall replace such provision with one as near in substance as possible to the original provision.
- 16.2. Amendments: We may update this Agreement from time to time for legal or regulatory reasons or to allow for the proper operation of KONEKTR and/or its Services. Any changes will be notified to you via a suitable announcement on the website or via a private message addressed to your email. The changes will apply to the use of KONEKTR and/or the Services after we have given the notice. If you do not wish to accept the amended version of the Agreement you shall not continue to use KONEKTR and/or the Services; to this end you have the right to terminate the Agreement according to Art. 10.2, and the Agreement will terminate on the day before effectivity date of proposed changes. If you continue to use KONEKTR and/or the Services after the date on which the changes come into effect, your use of KONEKTR and/or Services indicates your agreement to be bound by the amend version of the Agreement.