

TERMS AND CONDITIONS

for

KONEKTR

by

models4media s.r.o.

dated September 2020

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 followers with their influencers. The Services include all services that are made available through KONEKTR, in particular, communication services like live chat, direct video calls and P2P messages. Moreover, KONEKTR enables you as the user ("User") to access exclusive content created and published by influencers ("Influencers").
- (ii) These Terms and Conditions also regulate your relationship with the company **models4media s.r.o.**, having its registered office at Koperníkova 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**
- (iii) KONEKTR and the Services constitute a platform developed and operated by us and intended for use by third party Influencers. By using KONEKTR and/or Services you agree to be bound by these Terms and Conditions that constitute the binding agreement ("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** ("Website") as well as in your mobile application. The technical requirements related to the use of KONEKTR may be found also on the Website.
- (iv) 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 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, we undertake to provide you as our User with the application KONEKTR and its Services.
- 1.2. In general, using KONEKTR and non-premium content of the Influencers is free of charge. However, some of the Services require payment. You may only access such paid-for Services if you agree with the payment notice and pay the relevant charges through our credit system. If you choose to decline to pay the relevant charges, we shall not be bound to provide such paid-for Services to you and you will have the access only to non-exclusive content of KONEKTR.
- 1.3. Apart from other functionalities, KONEKTR enables you to view pictures or videos shared by Influencers. Please note that you have several options how to get access to Influencer's pictures or videos via your account:
 - a) Influencer's non-premium content is accessible to each User registered in KONEKTR – it means that these videos and pictures are accessible for free;
 - b) Influencer's upsell content is accessible only to the User who pays for access to these unique videos and photos via our credit system - it means that these videos and pictures are accessible only if you pay for getting access to such content by your credits (all prices are stated in our KONEKTR's Remuneration Policy under 3.1 hereof).
- 1.4. Please note that most of the interactions and communication with the Influencers through the KONEKTR's communication Services are charged on the basis of the pay-by-the-minute model (for example, you pay for the number of minutes of your video chat with the Influencer. You pay by credits which you may purchase via our credit system). If you agree, from time to time, the Influencer may call you for free.

2. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. We undertake to provide the Services in a professional manner, in compliance with good industry practice and within the agreed scope and quality.
- 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. You are responsible for the accuracy of any information, data and/or materials disclosed and/or provided to us in connection with the Services.
- 2.4. You may use the Services with or without registration and free of charge with the exception of our paid-for Services (see Art. 1.3 (b) and (c) and Art. 1.4 and Art. 3). In order to create your account at KONEKTR, you may use your Facebook log in data or you may make the registration by submission of your email address, your nickname and password.
- 2.5. 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 behaviours and activities for which you shall be solely responsible.
- 2.6. We reserve the right to refuse or stop access to KONEKTR and/or Services anytime to any user, with or without notice or reason, in particular in cases where the User breaches this Agreement.

3. REMUNERATION AND PAYMENT CONDITIONS

- 3.1. We shall be remunerated for the Services provided to the User under this Agreement in accordance with

our pricing policy accessible via the website: www.konektr.com ("KONEKTR's Pricing Policy").

- 3.2. In principle, unlimited direct messages communication via KONEKTR whenever you pay a **monthly payment** ("Monthly Payment") if you intend to access the Influencer's_premium content and send direct messages throughout the given monthly billing period.
- 3.3. Once you intend to make the Monthly Payment in KONEKTR, you will need to provide us with your payment details. As soon as your Monthly Payment is processed, direct messages communication covered by your payment. After your Monthly payment you might enjoy direct messages communication without time restrictions during whole billing period (usually one month). Once you execute the Monthly Payment, it will be automatically charged by means of wire transfer on a monthly basis; the Monthly Payments will be charged regularly once a month on a day corresponding to the calendar day on which the first Monthly Payment was exercised. You may also order your access to the Influencer's direct messages communication for more than one month (usually for three, six or twelve months – please see KONEKTR's Pricing Policy for more information); the payment for three, six or twelve months will be automatically charged by means of wire transfer accordingly.
- 3.4. KONEKTR also offers you the **paid-for Services** that are remunerated by individual micro in-app payments pursuant to KONEKTR's Pricing Policy. It means that if you want to use our paid-for Services, you may purchase in-app credits in KONEKTR. You will need to buy these credits in order to execute, for example, (i) direct video calls with the selected Influencer or (ii) to watch unique upsell content of the Influencer under Art. 1.3 (c) (for example, premium video of the Influencer can be charged by 5 credits) or (iii) to get extra claps that you need for better interaction with your Influencers. The credits may be purchased directly through KONEKTR or via the Website in various packages (for example, you can buy the packages that include 10, 20, 70, 100, 200, 500 or 1000 credits). The credits may be used throughout the time you are registered with KONEKTR. Please note that all of the paid-for Services may be purchased only by the credits.
- 3.5. As stated above, you may use the functionality of claps for better interaction with Influencers. 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 that you may use for interactions with your Influencers as follows:
 - 3.5.1. minimum daily number of claps for the Users with basic membership is 50 claps;
 - 3.5.2. minimum daily number of claps for the Users with premium membership is 50 claps.

Please note that we add new claps to your KONEKTR's account only if the current number of your claps falls under the above-mentioned number of minimum daily claps (for example, if you have 10 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 10 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 – for prices visit our KONEKTR's Remuneration Policy) and you may use them throughout the time you are registered with KONEKTR.

- In case you decide to terminate the Agreement, you are obliged to pay for the Monthly Payment and paid-for Services already provided by us; you are advised to use the credits already bought, as these are non-transferrable and will expire once your Agreement with us has terminated.

Refund policy All transactions and interactions facilitated by Konektr are contracts between Users and

Publishers. Although we facilitate transactions and interactions between Users and Publishers by providing the Konektr platform, storing Content, and acting as a payment intermediary, we are not responsible for any transactions or interactions between Users and Publishers.

- All web base payments are exclusive of VAT, which shall be added at the current rate as applicable to Credits Payments.
- You authorize us to supply your payment card details to a third-party payment provider for the purpose of processing your Fan Payment. Your payment card provider may charge you currency conversion fees. We do not have control over currency exchange rates or charges imposed by your payment card provider or bank and we are not responsible for paying any charges or fees imposed by your payment card provider or bank.
- The payment provider will take monthly payments from your payment card for Subscriptions; and immediate payments from your payment card for ad hoc credits payment such as use of the interaction function on a Publisher's account or paying a tip to the Publisher. You authorize and consent to each of these payments being debited using your supplied payment card details.
- Apart from free-trial Subscriptions, all Subscriptions will automatically renew at the end of the monthly subscription period, except if your payment card was declined, the subscription price has increased, or you have turned off the "Auto-Renew".
- You agree that you will not make unjustified requests for a refund from any Publisher, or unjustified chargeback requests of your payment card provider in relation to any transaction between you and a Publisher. If we consider that any request for a refund or chargeback request was made by you in bad faith, we have the right to suspend or delete your User account.

- 3.6. You may cancel your Monthly Payments at any time. Once you cancel, you will continue to have access to direct messages communication, you will continue to have access until the end of the given billing period). To the extent permitted by the applicable law, the payments are non-refundable (including the payments for credits). When the given monthly billing period ends, you will have the access only to non-premium content of KONEKTR.

4. USE OF KONEKTR AND THE SERVICES BY THE USER

- 4.1. You as the User are solely responsible for using 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 publish, upload, post, share or display through KONEKTR or any material and information that you transmit to the Influencers or other users 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 Influencers or other users 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 Influencer(s) or User(s) will only be accessible or viewable by those Influencer(s) or 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. You undertake not to use KONEKTR and Services for any illegal or prohibited activities or projects, in particular for the activities or projects that:
- 4.4.1. are patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group

or individual;

- 4.4.2. harass or advocate harassment of another person;
- 4.4.3. involve the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- 4.4.4. 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;
- 4.4.5. 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;
- 4.4.6. contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- 4.4.7. provide material that exploits people under the age of 18 in a sexual or violent manner, or solicit personal information from anyone under 18;
- 4.4.8. provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- 4.4.9. solicit passwords or personal identifying information for unlawful purposes from users.
- 4.5. 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.
- 4.6. If you agree, your Influencer(s) may call or message you via KONEKTR.
- 4.7. You shall abstain from any activities that could facilitate or encourage any violations of this Agreement, any other our policies, or any third parties' rights.

5. OUR RIGHTS AND OBLIGATIONS WITHIN PROVISION OF KONEKTR AND THE SERVICES

- 5.1. We reserve the right to change the type and content of our Services in KONEKTR from time to time, at our discretion, with the prior notice addressed to our Users via our Website.
- 5.2. We shall not in any way monitor your communication with the Influencers or with other users. 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 of KONEKTR, then you should take it upon yourself to do a background check on the said person.
- 5.3. We represent and warrant that the calls and similar communication via KONEKTR is 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 reserve the right to refuse or stop access to KONEKTR and its Services anytime provided that you use KONEKTR for illegal or prohibited activity or projects, in particular for the activities or projects pursuant to Art. 4.44-4 hereof.
- 5.5. 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 unauthorised 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 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, distribute, or reproduce through KONEKTR any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. In case the User is in breach of this obligation and takes any action that may harm any rights of intellectual property of any person, then we assume no responsibility, nor liability for any infringements of the User's or any third party's rights to intellectual property.
- 6.3. If you share, post, upload, or stream any content through KONEKTR to publicly accessible areas of the KONEKTR environment, we do not claim ownership of your content.

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. INFORMATION FOR CONSUMERS

- 8.1. If you are a consumer under applicable law, you acknowledge and consent that all paid-for Services in KONEKTR (including the provision of the access to exclusive content) are duly provided after you have made the respective payments under the Agreement and before the expiration of the statutory withdrawal period. Therefore, a consumer loses its statutory right to withdraw from the Agreement under applicable law.
- 8.2. If you are a consumer under applicable law, you have the right to ask us to remedy the situation, if you are not satisfied as to how your complaint has been handled by us, or if you assume that we violated your rights. You have the right to submit a motion for initiation of the alternative dispute resolution (the "Motion") to the subject of the alternative dispute resolution, if we have rejected or have not responded to the request.
- 8.3. You may file the Motion to a competent subject of the alternative dispute resolution which is an authority of the alternative dispute resolution, i.e. Czech Trade Inspection (www.coi.cz); the possibility of having recourse to a national court is not affected thereby. In that case, the parties to a dispute are you, as the person who submitted a Motion for initiation of the alternative dispute resolution, and we, against whom the Motion has been filed. The Motion can be submitted in the form of a letter, electronically or orally (on record). You can also submit the Motion via the following online platform of the alternative dispute resolution: <http://ec.europa.eu/consumers/odr/>.

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 billing period in which the termination notice is delivered to us or your registration has been cancelled. If you do not access the exclusive content or other paid-for Services via KONEKTR, the Agreement ceases to exist immediately when the termination notice is delivered to us or your registration has been cancelled.
- 10.3. In the event that you breach any of your obligations prescribed by Art. ~~22~~ or ~~44~~ or ~~66~~ hereof, we will be entitled:
- 10.3.1. to terminate this Agreement unilaterally 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;
- 10.3.2. to send you 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 over again;
- 10.3.3. to block your account at KONEKTR with or without time limitation.
- 10.4. In any case we may immediately delete your content that has breached your obligation prescribed by Art. ~~22~~ or ~~44~~ or ~~66~~ hereof without the need to state any reasons.
- 10.5. The provisions of Art. ~~9.19-1~~, Art. ~~12-12~~, ~~13-13~~, ~~15-15~~ 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 God (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 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. ~~12.21-2-2~~ hereof.

12. LIMITATION OF LIABILITY AND WAIVERS

- 12.1. If we are in breach of this Agreement, we are only responsible for any losses that the User suffers 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 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 User's 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 User;

12.3.2. any incorrect, inaccurate or unlawful content communicated through KONEKTR or in connection with the Services provided, whether caused by the User or by any of the equipment or programming associated with or utilised;

12.3.3. the conduct, whether online or offline, of the User;

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 User'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 User 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 any User's or third person's content communicated via KONEKTR or transmitted to the User, or any interactions between 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 the 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 does not promise any specific results from the use of KONEKTR and/or its Services. We cannot guarantee also 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.

16. FINAL PROVISIONS

16.1. Entire Agreement: The Agreement, together with its appendices constitutes the entire business agreement between the Parties and supersedes any and all prior agreements, arrangements and/or understandings, either written or oral, between the Parties relating to the subject matter of this Agreement.

16.2. 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.

16.3. 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 the Platform 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 the Platform 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 the effective date of proposed changes. If you continue to use the Platform and/or the Services after the date on which the changes come into effect, your use of the Platform and/or Services indicates your agreement to be bound by the amend version of the Agreement.