

TERMS AND CONDITIONS

for

KONEKTR

by

models4media s.r.o.

dated July 2021

INTRODUCTORY CLAUSES

- 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 and gives influencers the opportunity to monetise their exclusive content and video calls.
- The Services include all functionalities that are made available through the KONEKTR, in particular showing photos and videos, live chat via direct messages and direct video calls. KONEKTR enables you as an influencer ("Influencer") 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 Influencer to decide how to interact with your users as long as it does not violate the applicable laws or these Terms and Conditions and how to seize the opportunity to monetise your activities via KONEKTR. Moreover, KONEKTR provides you with an access to the platform through which you can show your own photos or videos to your followers.
- 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**.
- 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 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.
- 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)

• SUBJECT MATTER OF THE AGREEMENT

- On the basis of this Agreement and under the conditions stipulated herein:
- we undertake to provide you as the Influencer with access to the application KONEKTR and its Services; to the extent agreed upon between the Parties, we shall remunerate you for the following paid activities via KONEKTR :
 - for the interactions and communication with an individual User or group of Users through the KONEKTR's communication Services on the basis of the pay-by-the-minute model (for example, we pay the remuneration on the basis of number of minutes of your video call which the User(s) purchase(s) via our credit system);
 - for the User's payments for getting access to view your unique custom content which is not included in the premium membership ("Upsell Content")

(collectively "Paid-for Services").
- you may show the exclusive content to the Users via your Influencer's account and to interact and communicate with the Users via the Paid-for Services that require in-app payments by Users' credit system as well as to motivate the Users to use the Paid-for Services.
- KONEKTR enables you to show your pictures or videos via your Influencer's account. Please note that you have several options how to show the pictures or videos via your Influencer's account to the Users:
 - your non-premium content is accessible to each registered User – these videos and pictures are accessible to the Users without any fees;
 - your individual Upsell content is accessible only to the User who pays for access to these unique videos and photos via our credit system. You are paid the remuneration on the basis of credits which the Users pay for getting access to your Upsell content (see KONEKTR's Remuneration Policy under 3.1 hereof).
- 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 and monetise them.
- **GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES**
- 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.
- You confirm that you are older than 18 years and that you are not subject to any statutory age limits that would prevent you from entering into this Agreement.

- 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 network 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).
- 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 is rejected.
- Please note that your application form may be rejected, in particular, based on the grounds as follows:
- 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);
- your account at other social network does not have sufficient number of followers;
- 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).
- 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.
- 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.
- 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.
- 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 Influencer breaches this Agreement.
- **REMUNERATION AND PAYMENT CONDITIONS**
- You shall be remunerated for your activities via KONEKTR that are provided to the User under this Agreement and in accordance with our remuneration policy for Influencers (accessible via the website: www.konektr.com ("KONEKTR's Remuneration Policy")).
- All remuneration under this Article shall be calculated and invoiced in US dollars ("USD").
- In principle, the remuneration will be paid to the Influencer via KONEKTR only for the provision of the Paid-for Services under Art. 1.1.1. The creation and posting of non-premium content available through your KONEKTR's account to Users is not remunerated (see Art. 1.2) (a)).

- All credits that Users pay for the interactions with you and for other Paid-for Services which you provided through KONEKTR are credited to your personal account created in KONEKTR. Your personal account has two parts: (i) "Pending Balance" and (ii) "Current Balance". The specific monetary amount of your remuneration is dependent on the amount of credits that Users pay for the Paid-for Services pursuant to Art. 1.1.1 hereof within thirty (30) days period, as stated below. Please note that all credits earned 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 thirty (30) days periods. Upon expiration of a particular thirty (30) days period, all of earned 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 thirty (30) days period. Therefore, all credits stored in your "Pending Balance" within particular thirty (30) days period are completely rolled to the "Current Balance" over the following thirty (30) days (for example, if you earn \$ 10 on 1 April 2020 and on 2 April 2020 you earn another \$ 15, you will see the amount of \$ 25 in overall within "Pending Balance". After 30 days period, these credits will begin to roll to your "Current Balance" as follows: the amount \$ 10 earned on 1 April 2020 is moved to the "Current Balance" on 1 May 2020; the amount of \$ 15 earned on 2 April 2020 is moved to the "Current Balance" on 2 May 2020, etc. It means that the overall amount of \$ 25 will be converted to the "Current Balance" on 2 May 2020).
- The current monetary value of KONEKTR's credit and any relevant information regarding the credit system may be stated also in the KONEKTR's Remuneration Policy.

Parties have agreed that we shall pay you the sum of your remuneration under this Agreement exclusively by means of a cashless transfer to the "Current Balance" of your personal account. The remuneration or any part thereof is deemed to be paid by us on the day when the corresponding amount is credited to your "Current Balance" account. Subsequently you may convert the credits to monetary remuneration and send them from the "Current Balance" to your bank account via creating the account in the application "Wise" (see: www.wise.com) which is provided by a third party provider. Please note that it is the only way how to convert the earned credits to monetary remuneration.
- You are solely responsible for all taxes, customs, levies, charges (if any) associated with your remuneration that you may be liable to pay to your country of residence on any income earned from using KONEKTR. Therefore, all payments to you from us in relation to your remuneration will be treated as inclusive of tax and will not be adjusted. In the event that we are obliged to withhold any taxes from your remuneration, we will notify you on this and will make the payments net of the withheld amounts.
- **YOUR RIGHTS AND OBLIGATIONS REGARDING THE USE OF KONEKTR AND THE SERVICES**
- You as the Influencer are solely responsible for using of KONEKTR and the Services.
- 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.

- 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 Influencers 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.
- 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 Paid-for Services 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.
- 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 Influencers' pictures or 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.
- You undertake not to use KONEKTR and Services for any illegal or prohibited activities, in particular for the activities that:
 - are patently offensive and/or promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - include or promote any materials with pornographic, erotic or sexual nature;
 - harass or advocate harassment of another person;
 - involve the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
 - 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;
 - 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;
 - contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 - provide material that exploits people under the age of 18 in a sexual or violent manner, or solicit personal information from anyone under 18;
 - provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
 - solicit passwords or personal identifying information for unlawful purposes from users.

- 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.
- You shall abstain from any activities that could facilitate or encourage any violations of this Agreement, any other of our policies, or any right of the third person.
- You are solely responsible for provision of the Paid-for Services 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.
- In order that you may convert your credits accumulated in the "Current Balance" to your monetary remunerations, you need to create your personal account in our partnership provider "Wise" (see: www.wise.com) – this provider is responsible for cashless conversion of your earned credits to the respective amount of money. Please note that we are not responsible for the provision of "Wise" services and for any fees that may arise from using of "Wise".
- Similarly, as in case with Users' accounts, you may use the functionality of claps for 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 as follows:
- minimum daily number of claps for the Influencers 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 – for prices visit our KONEKTR's Remuneration Policy) and you may use them throughout the time you are registered with KONEKTR.
- 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.
- **OUR RIGHTS AND OBLIGATIONS WITHIN PROVISION OF KONEKTR**
- 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 the Influencers via our Website.
- We guarantee that the rate of our credits is as follows: 1 credit = 0,30 USD.
- We shall not in any way monitor your communication with the Users or with other Influencers; 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.

- 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.
- We may evaluate your activities at KONEKTR, in particular, whether or not you are an active or inactive Influencer; 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.
- 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. 4.4 hereof or in case of any suspicion financial fraud.
- In case of any suspicion of financial fraud, we may cease any payment for indefinite period of time in order to evaluate the whole payment process; until whole process is under our investigation or the investigation of state authorities there will not be done any other payments to your Account.
- 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.
- **INTELLECTUAL PROPERTY**
- 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 Influencers 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.
- 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 Influencer 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 Influencer's or any third party's rights to intellectual property.
- If you share, post, upload, stream or communicate any content through KONEKTR to publicly accessible areas of 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).
- **PERSONAL DATA PROTECTION**
- 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.

- **ADVERTISEMENT AND USING OF KONEKTR**

- You may grant to us a specific consent in order that we will represent you and act on behalf you as your agent in negotiation of agreements regarding your promotion of goods and services of any third party ("Sponsors").
- 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.
- You may always decide whether or not to you 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).
- 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.
- 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 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).

- **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

- 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.

- **DURATION AND TERMINATION OF THE AGREEMENT**

- This Agreement has been entered into for an indefinite period of time, unless otherwise agreed between the Parties in writing.
- 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. If we have to pay you any remuneration under this Agreement at the time of the delivery your termination notice or cancellation of your registration, we will settle our undertakings towards you until the end of the given calendar week in which the termination notice is delivered to us or you registration has been cancelled.
- 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.
- In the event that you breach any of your obligations prescribed by Art. 2 or 4 or 6 hereof, we will be entitled:

- 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;
- 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;
- to block your account at KONEKTR with or without time limitation.
- In any case we may immediately delete your content that is breached your obligation prescribed by Art. 2 or 4 or 6 hereof without the need to state any reasons.
- 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 credits earned which are stored at your KONEKTR account when the termination notice is delivered to you. Thus, these earned 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.
- 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.
- **FORCE MAJEURE**
- 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 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.
- 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.
- **LIMITATION OF LIABILITY AND WAIVERS**
- If we are in breach of these Agreement, we are only responsible for any direct losses that the Influencer 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 Influencer or the User due to our proven intentional conduct.
- In addition to the Force Majeure Events, our liability shall be limited as follows:
- we shall be liable for the damage to Influencer's property only to the maximum extent of EUR 5.000,- (in words: five thousand euros).
- We shall not be responsible or liable for:

- loss of data caused by the Influencer;
- any incorrect, inaccurate or unlawful content communicated through KONEKTR or in connection with the Services provided, whether caused by the Influencer or by any of the equipment or programming associated with or utilised;
- the conduct, whether online or offline, of the Influencer;
- 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;
- 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;
- any loss or damage, including personal injury or death, resulting from use of the 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.

- 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.

- **INDEMNITY**

- 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.

- **COMMUNICATION**

- 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).
- 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.
- Any notices or requests hereunder shall be deemed to have been given:
 - if delivered by courier or registered mail, upon its delivery to the recipient or upon recipient's refusal to take it over;
 - if sent by e-mail, upon three (3) days after its sending to the other Party.
- 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.
- You may contact us via our email address info@konektr.com anytime.

- **GOVERNING LAW AND JURISDICTION**

- 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.
- 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.

- **FINAL PROVISIONS**

- 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.
- 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.
- 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 amend 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.