

Dodatok k Ochrane osobných údajov

Platný od 25.05.2018

Ochranu vašich osobných údajov berieme vážne. Je pre nás dôležité, aby vaše údaje, získavané na stránke wisomm.com, boli v bezpečí a aby boli využívané iba na také účely, s ktorými súhlasíte. Táto časť Podmienok ochrany súkromia definuje a vysvetľuje aké vaše osobné údaje uchováваме, ako ich zbierame, používame a zdieľame a za akým účelom. Ďalej ako sa môžete domáhať svojich práv a ako vaše osobné údaje môžete spravovať.

Od 25.mája 2018 sú vaše údaje spracúvané v súlade s Nariadením Európskeho parlamentu a Rady EÚ 2016/679 z 27.apríla 2016 o ochrane fyzických osôb pri spracúvaní osobných údajov a o voľnom pohybe takýchto údajov (GDPR) a v súlade so zákonom č.18/2018 Z.z. o ochrane osobných údajov.

1. Správca osobných údajov

Správcom vašich osobných údajov je firma Kalreal, s.r.o. so sídlom: Jantárová 33, 85110 Bratislava, Slovensko, IČO: 36 753 955 (zapísana v Obch.registri Okresného súdu Bratislava I, Oddiel Sro, vložka č. 45119/B ako vlastníka Wisomm.com. Konateľom je Juraj Kalafut.

Spoločnosť sa zaoberá rôznymi aktivitami ako aj prevádzkovaním služby Wisomm.com.

2. Aké osobné údaje, na aké účely a ako dlho spracováваме?

Za osobný údaj je považovaná akákoľvek informácia, ktorá sa vás týka, a na základe ktorej ste pre nás ako fyzická osoba určitelným subjektom.

Vaše osobné údaje ako e-mailová adresa, meno, priezvisko a užívateľské meno, ktoré ste zadali počas registrácie na stránke wisomm.com/sign-up, využívame na sprostredkovanie služby spojenej s vykonaním objednávky a zakúpením vstupeniek (na komunikáciu v prípade potreby ohľadom nákupu vstupeniek, či na poradenské služby – customer service), na identifikáciu a verifikáciu majiteľa takto zakúpených vstupeniek na mieste konania akcie organizátorm tejto akcie, z dôvodu zabráneniu zneužitia takto zaukúpených vstupeniek tretou osobou (ide o osobné údaje ako užívateľské meno, výnimočne meno a priezvisko), Váš e-mail používame na zasielanie tipov na akcie a noviniek, oznamov týkajúcich sa našej služby, v prípade vašej výhry v jednej z online súťaží (do ktorej prihlásenie je plne dobrovoľné a vykonané pridaním komentára, hodnotenia, či uložením si vína do sekcie Moje víno na stránke wisomm.com).

Zároveň uchováваме vašu IP adresu, ktorú vám pridelil váš poskytovateľ internetu a ďalšie údaje súvisiace s návštevou portálu a cookies služieb (tieto údaje nespracováваме a v žiadnom prípade neukladáme mimo možností služby Google Analytics, tá ma na starosti ich ochranu a správu, tieto údaje a práca s nimi, je len v štatistickej rovine, pomáha nám a naším partnerom (organizátorom akcií) určiť, ktoré investície do marketingu sú pre nás najefektívnejšie a ako vylepšiť naše služby (na základe informácií z akej stránky, zdroja, cez aké kanále ste prišli na portál, ako dlho a aké podstránky ste prezerali, kde ste portál opustili, dostupné demografické údaje, lokalizačné údaje atď.) údaje sa nevyužívajú napríklad na online marketing ani remarketing služby), ktorých použitie ste akceptovali na základe registrácie. Informácie súvisiace s návštevou portálu uchováваме aj pomocou služby Facebook pixel, kód ktorý zaznamenáva stránky a podstránky, ktoré ste navštívili na našom portáli a kedy, a spracováva ich v súvislosti s vyhodnocovaním platených kampaní na Facebook.com. Tieto údaje taktiež niesu využívané na následné marketingové activity ako profilovanie s cieľom remarketingu alebo vytváranie custom audience. Ďalej vaše osobné údaje odoberá služba Google Adwords (na cielenie kampaní podľa rôznych dát o vašej návšteve portálu, vykonanie konverzií, sledovanie interakcií na stránke).

Vaše osobné údaje uchovávam po dobu 10 rokov od registrácie. Ak právne predpisy (účtovné, daňové apod.) vyžadujú inak, rešpektujem zákonnú lehotu, prípadne po kratšiu dobu, ak požiadate o vymazanie vašich údajov pred uplynutím tejto lehoty.

Pri spracúvaní vašich osobných údajov využívam profilovanie, a to za účelom skvalitnenia služieb a lepšiemu prispôbeniu obsahu portálu a pozvánok na akcie (na základe vášho oprávneného záujmu).

3. Poskytovanie osobných údajov tretím stranám

V prípade vykonania objednávky a zakúpením vstupeniek, poskytujeme vaše meno, priezvisko a e-mail spoločnosti GOPAY s.r.o. - inštitúcie elektronických peňazí, ktorá zabezpečuje bezpečnú online platbu objednávky a prevod peňazí s Vášho účtu na náš účet v tejto inštitúcii. Bez týchto osobných údajov nieje možné objednať a platbu vykonať a priradiť k vašej osobe.

V prípade overenie a identifikácie objednávok vstupeniek na mieste konania akcie, ako aj za účelom vykonania vyúčtovania medzi Wisomm.com a organizátorom akcie, sú údaje vami vykonanej objednávky (užívateľské meno, číslo objednávky a GoPay ID objednávky, v prípade vášho osobného povolenia alebo vyžiadania aj meno a priezvisko) poskytnuté organizátorovi akcie (jeho meno a kontaktné údaje sú uvedené v popise akcie na wisomm.com ako aj na zakúpenej elektronickej vstupenke).

Naša e-mailová komunikácia prebieha cez komunikačné technológie a kanály spoločnosti Google LLC. so sídlom v USA. Pravidlá ochrany súkromia vid': <https://policies.google.com/privacy>

Hosting nám poskytuje spoločnosť Amazon.com Inc., so sídlom v USA. Pravidlá ochrany súkromia vid': https://services.amazon.com/content/Privacy_Policy.html

Pre ochranu vašich osobných údajov zadaných na wisomm.com používame vysokú formu zabezpečenia - Secure Sockets Layer (SSL) software, tak aby nemohlo dôjsť k zneužitiu informácií.

Spracovanie Vášho osobného údaju - e-mailová adresa, má na starosti spoločnosť **MailChimp Inc.** so sídlom v USA. Pravidlá ochrany súkromia vid': <https://mailchimp.com/legal/privacy/>

V prípade, že z nejakého dôvodu dôjde k zmene alebo rozšíreniu zoznamu spracovateľov vašich osobných údajov, ubezpečujem vás, že aj v týchto prípadoch budem dbať na maximálnu ochranu vašich osobných údajov (v súlade s Nariadením).

Okrem vyššie uvedených spracovateľov (ktorí sú viazaní patričnými zmluvami a považujú vaše osobné údaje za dôverné) **neposkytneme** vaše osobné údaje žiadnym tretím stranám, pretože ich považujem za citlivý a dôverný údaj a takým spôsobom s nimi narábam. Poskytnutie vašich údajov štátnym orgánom je len na základe platných zákonov alebo právoplatných súdnych alebo úradných rozhodnutí v súlade s právnymi predpismi SR.

Bez ohľadu na nariadenie GDPR, vaše osobné údaje chránime ako svoje vlastné. (Ak bude potrebné alebo vhodné poskytnúť váš osobný údaj tretej strane, urobíme tak až po vašom výslovnom súhlase).

4. Komentáre, hodnotenia vinárov, akcií a uloženie vína na webovej stránke

Ak komentujete na našom portáli, stlačením tlačidla "Pridať" dávate súhlas so zverejnením vami uvedených osobných údajov v komentári (užívateľské meno, obsah komentára). Tieto údaje nepoužívame na žiaden iný účel. Váš súhlas môžete kedykoľvek odvolať a váš komentár bude vymazaný, alebo ho môžete vymazať samy.

Ak si uložíte víno do sekcie "Moje víno" na našom portáli, stlačením tlačidla "Moje TOP" alebo "Chutí mi" dávate súhlas so zverejnením vami uvedeného údaje a jeho spracovaniu pre profilové, štatistické a marketingové účely a sprostredkovaním tohto údaje (názov vína, názov vinárstva a užívateľské meno) vinárovi (ktorého víno ste si uložili, jeho meno a kontaktné údaje sú uvedené v profile vinárstva na wisomm.com) prostredníctvom portálu wisomm.com.

Ak pridáte hodnotenie na portáli, stlačením tlačidla "Pridať" dávate súhlas so zverejnením vami uvedených údajov v hodnotení a ich spracovaniu pre štatistické účely a vyhodnoteniu súťaží na portáli wisomm.com. (ide o údaje úroveň hodnotenia a užívateľské meno).

5. Vaše práva

Ako dotknutá osoba máte právo na –

prístup k údajom, ktoré o vás uchovávam máte prostredníctvom sekcie "Môj účet", kde nájdete osobné registračné údaje ako aj svoje vykonané objednávky, svoje komentáre v konkrétnej prezentácii organizátora ktorému boli pridané, uložené vína nájdete v sekcii "Moje víno", všetky tieto údaje môžete spravovať a vymazať. Prípadne máte právo na kópiu spracovávaných údajov,

opravu alebo doplnenie údajov, ak sú uvedené nesprávne alebo neúplne,

vymazanie údajov, ak skončí lehota na ich uchovávanie, alebo kedykoľvek ak o ich vymazanie môžete požiadať cez e-mail info@wisomm.com, alebo sami prostredníctvom sekcie "Môj účet" a stlačením tlačidla "Vymazať účet" či "Vymazať" pri vašom komentári alebo vašej objednávke. Vaše údaje budem uchovávať a spracovávať aj naďalej, ak to vyplýva zo zákonných povinností (napríklad účtovných alebo daňových).

prenos údajov k inému prevádzkovateľovi, ak o to písomne požiadate,

vznesenie námietky voči spracovaniu vašich údajov, ak som ich spracovával na základe oprávneného záujmu (podľa čl.6, odst.1, písm.f) Nariadenia).

Všetky vaše požiadavky spracujem **do 48 hodín** od ich prijatia.

Dozorným orgánom nad spracúvaním osobných údajov je Úrad na ochranu osobných údajov SR (<https://dataprotection.gov.sk/uoou/>). V prípade, že vašu žiadosť nevybavím do 1 mesiaca od požiadania, alebo nebudete spokojní s jej vybavením, môžete sa obrátiť na tento úrad s vašou sťažnosťou.

6. Zabezpečenie vašich údajov

Vaše osobné údaje chránime v maximálnej možnej miere, pomocou dostupných technológií (Secure Sockets Layer (SSL) software), ktoré zodpovedajú stupňu technického rozvoja. Prijali sme všetky aktuálne dostupné opatrenia, aby sme vaše osobné údaje ochránil a zamedzil ich zneužitiu, poškodeniu alebo zničeniu.

7. Kontaktné osoby

Akokoľvek otázky alebo požiadavky v súvislosti s vašimi osobnými údajmi a ich ochranou smerujte priamo na: info@wisomm.com, tel: 00421 948 696 090.

GENERAL TERMS AND CONDITIONS OF USE OF SERVICES AT WISOMM.COM

These General Terms and Conditions (the "**Terms**") stipulate mutual rights and obligations between the company KALREAL, s.r.o. – operator of Wisomm.com and related platforms ("**Wisomm**") – and the respective users of the services provided through the website Wisomm.com and related platforms. As such, these Terms including a separate Privacy Policy form a Service Agreement between Wisomm as a provider of services and each individual user of the Wisomm platforms which is concluded upon proper registration of the respective user on the Wisomm platforms (as stipulated herein below).

1. DEFINITIONS

In addition to terms defined elsewhere in these Terms, the following definitions apply throughout these Terms, unless the contrary intention appears:

"**Wisomm**" means the company KALREAL, s.r.o., with the registered office at Jantarova 33, 851 10 Bratislava, Slovakia, Identification number (ICO): 36 753 955, VAT number: SK202255486048, registered Commercial Register of District Court Bratislava I, Section: Sro, Insert no: 45119/B, as the owner and operator of Wisomm.com and related platforms, or its brand "Wisomm" which is used in connection with Wisomm.com and related platforms, as applicable. Wisomm may perform certain particular Services hereunder or related activities (e.g. User Service, technical or other support activities and services) through affiliated or third party support companies who, for the purpose of Wisomm's performance of the Agreement, act on Wisomm's own responsibility; references to 'Wisomm' within the Agreement may include such involvement of those affiliated or third party support companies. At the same time, these support companies do not have any power or authority to represent Wisomm or to enter into any contract in the name of, for or on behalf of Wisomm, and there is no legal or contractual relationship between the User and any of those support companies.

"**User**" means any natural person over 18 years of age or legal entity properly registered on the Platforms for use of the Services; "**Users**" means the User and other registered users on the Platforms collectively.

"**Party**" means either Wisomm or the User, individually, and the "**Parties**" means both Wisomm and the User collectively.

"**Agreement**" means the Service Agreement between Wisomm as the provider of the Services and an individual User of the Services (provided via the Wisomm Platforms); the Agreement is formed by these Terms including a separate Privacy Policy as well as any additional terms, conditions, agreements or arrangements in any relevant form, agreed upon between Wisomm and the User with regard to provision of Wisomm's Services via the Platforms.

"**Privacy Policy**" means a separate document which is available to the User on the Platforms and which, as part of the Agreement, governs the issues of privacy, personal data protection and use of cookies on the Platforms.

"**Services**" means Wisomm's Services provided via the Wisomm Platforms, in particular the online events reservation system of Wisomm through which the Providers can make their winetasting Events available for reservation, and through which the User can make reservation of Ticket(s) to such Providers' Events and obtain reserved Ticket(s).

"**Platforms**" means the website(s), apps, tools, platforms or other devices of Wisomm on which the Services are made available, in particular the online events reservation system of Wisomm through which the User can make reservations of Tickets to Events.

"**User Service**" means the user/customer service desk of Wisomm which can be reached at info@wisomm.com or such other address as set out in these Terms.

"**Registration**" means the process of registration of the User on the Platforms which is completed by the User's confirmation, using the verification link sent by Wisomm following the User's proper filling up the registration details on the Platforms.

"**User Account**" means the User's account on the Platforms, created upon the User's Registration, and/or the User's email defined by the User by registration on the Platforms (which may later be changed, from time to time), as applicable.

"**Provider**" means an organizer of winetasting or similar events (e.g. wine bar, sommelier, wine merchant, winemaker) who is registered on the Platforms and makes its Events available for reservation (by the Users) via the Platforms.

"**Event**" means winetasting or similar event (which may be combined with additional activities such as pairing, performance, cooking) organized, performed by a Provider, which is made available by the Provider to the Users on Wisomm Platforms.

"**Event Information**" means information about an Event posted by a Provider on the Platforms, including in particular scheduled title, date, place, Event description, Ticket Price, Maximum Occupancy, Minimum Occupancy (if any).

"**Normal Event**" means an Event with restriction of Minimum and Maximum Occupancy level set by Provider which is held on specified date and time, on provision that the Minimum Occupancy level is reached.

"Open Event" means an Event which has no restriction of Minimum and Maximum Occupancy and is held on specified dates and time more than once (e.g. daily, weekly at certain time).

"Occurred Event" means an Event which has not been cancelled by either Wisomm or the Provider and whose date and time (set within the Event Information) has passed; with regard to an Open Event the latest date and time stated in the Event Information is relevant.

"Free Event" means an Event by which Ticket Price is set by Provider on the Backend to 0 EUR or is not set at all. In order to attend this type of Event, the User is obliged to Sign up for it and receive Free Ticket(s) (for free), which is also stated in the relevant Event Information about a Free Event. For Free Events, restriction of Minimum and/or Maximum Occupancy level may or may not be set by Providers.

"Minimum Occupancy" means the minimum number of reservations (booked Tickets) that have to be made for a Normal Event by Users on the Platforms in order such Normal Event to occur; if the Minimum Occupancy level for a Normal Event is not reached 24 hours (or other time limit set by Provider) before the start of the Event, such Event shall be cancelled. The Minimum Occupancy level and time limit is set by the Provider for each Normal Event and is included in the Event Information displayed on the Platforms.

"Maximum Occupancy" means the maximum number of reservations (booked Tickets) that can be made for an Event by Users on the Platforms, i.e. the maximum level of attendance at an Event. Once the Actual Occupancy for an Event reaches the Maximum Occupancy level, reservation of Tickets for such Event is not possible any more. The Maximum Occupancy level is set by the Provider for each Event and is included in the Event Information displayed on the Platforms.

"Actual Occupancy" means the actual (current) number of reservations (booked Tickets) made for a particular Event by Users on the Platforms. The Actual Occupancy level is included in the Event Information displayed on the Platforms and it is updated upon each Reservation.

"Reservation" means the act of reservation/booking of Ticket(s) for an Event, made by the User on the Platforms, which is completed upon the User's payment of the respective Prepayment to Wisomm.

"Reservation number" means the unique number generated by the Wisomm system for each Reservation made by the User on the Platforms; Reservation number is identical with 'GoPay Order ID'.

"Reservation Price" means the total amount (including all applicable Taxes, fees, extra's) to be paid by the User for all Tickets booked within one Reservation, in accordance with the applicable payment policy of the Provider for the relevant reservation, as disclosed on the Platforms.

"Sign-up" means Reservation of Free Ticket(s) for a Free Event.

"Prepayment" means the relevant amount, i.e. 50% of the Ticket Price, to be received by Wisomm on behalf of the respective Provider from the User for each booked/reserved Ticket, while proper payment of such amount to Wisomm by the User completes the Reservation procedure. Wisomm is authorized to collect the amount of Prepayment as partial advance payment of the Ticket Price on behalf of the each registered Provider, based on relevant separate agreement between Wisomm and the Provider. The Prepayment is collected from the User by Wisomm on behalf of the respective Provider, and then forwarded to the Provider in accordance with relevant separate agreement between Wisomm and the Provider.

"Ticket" means a ticket to a Provider's Event posted on the Platforms; each Ticket applies to one person attending one particular Event (for the entire duration of the Event and for all services provided in the course of the Event as set out in the Event Information), except for specific designated cases such as 'group events' where one Ticket may apply to the entire group.

"Ticket Price" means the amount (including all applicable Taxes, fees, extra's) to be paid by the User for a particular Ticket for Event booked through the Platforms. Ticket Price is set by the Provider for each Event and is included in the Event Information displayed on the Platforms; Ticket Price may be subject to change by Wisomm however such must be notified to the User before completion of Reservation, before any payment is made by the User based on reservation of Ticket(s).

"Pending Ticket" means Ticket booked/reserved by the User for a Normal Event, for which the Prepayment has been paid but which is not valid and has not been generated by Wisomm system, due to the fact that the Minimum Occupancy level set for the Normal Event has not been reached yet.

"Active Ticket" means Ticket for an Event which has been generated by Wisomm system based on the User's Reservation through the Platforms and then distributed to the User Account in the form of unique QR code. Active Tickets are not personalized; they may be used by any person who is in possession of the relevant QR code. Active Tickets for a Normal Event are generated (from the actual Pending Tickets) upon reaching the Minimum Occupancy level set for the Normal Event; in case of other Events (without Minimum Occupancy), Active Tickets are generated right upon the Reservation made by the User. Active Ticket is not valid any more after its QR code was scanned and the system marked it as Used Ticket. Active Tickets are distributed by Wisomm only within the Platforms.

"Used Ticket" means relevant Active Ticket which has been scanned by the Provider at the Event upon submission of the Active Ticket, using the Wisomm system.

"Expired Ticket" means relevant Active Ticket for an Event which already took place (Occurred Event) while such Active Ticket has

not been scanned by the Provider using Wisomm system, due to the User's No-show or any other reasons, whether on the Provider's or User's side .

"Refunded Ticket" means Ticket for which the Ticket Price had to be refunded to the User. Refund of Ticket Price is applicable in particular in cases when Pending Tickets don't turn into Active Tickets due to the fact that the Minimum Occupancy level for a Normal Event was not reached 24 hours (or other time limit set by the Provider) before the start of the Event and the Event had to be cancelled whereupon the Users are eligible for a refund.

"Free Ticket" means Ticket for a Free Event, for which the Ticket Price is set by Provider to 0 EUR or is not set at all. Free Ticket is generated and sent to the User immediately upon the User's Sign-up for a Free Event, or, if restriction of Minimum Occupancy is set by the Provider, upon reaching the Minimum Occupancy level set for such Free Event (as Active Tickets to Normal Events hereunder).

"No-show" means non-attendance of an Event by the User (or another owner of the Active Ticket) despite proper Reservation for the Event and sending of the Active Ticket(s) for the Event to the User.

"Taxes" means any and all applicable VAT, sales taxes and other national, governmental, provincial, state, municipal or local taxes, levies or fees of any kind, relevant in regard to any particular payment under these Terms.

"Force Majeure Event" means any of the following events affecting multiple Users and multiple Providers: act-of-God, (natural) disaster, fire, (acts of) war, hostilities or any local or national emergency, invasion, compliance with any order or request of any state, national, provincial, municipal, local or other public authority, legislative or government regulation or intervention, military action, civil war or terrorism, (biological, chemical or nuclear) explosion, rebellion, riots, insurrection strikes, civil disorder (or the material or substantial threat or justified apprehension of any of the foregoing events), curtailment of transportation facilities, close down of airports or any other exceptional and catastrophic event, circumstance or emergency, unpreventable by the Parties making impossible or illegal or materially obstructing proper performance of rights and obligations hereof and/or preventing User(s) from attending the Provider's Event.

"Intellectual Property Rights" means any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .sk, .com, .eu, etc.) or other similar rights or obligations, whether registered or unregistered, or other industrial or intellectual property rights subsisting in any territory or jurisdiction in the world.

2. USER REGISTRATION

2.1 In order to use the Services provided by Wisomm through the Platforms, the User is supposed to register on the Platforms. By proper completion of the Registration on the Platforms according to the provisions of this Clause 2, the User declares that he/she has read these Terms and the Privacy Policy, understands the entire content of the Agreement and agrees with all its provisions stipulated herein without any reservations, and he/she enters into the Agreement between the User and Wisomm as the provider of the Services of his/her free and earnest will, while he/she is fully eligible for conclusion of the Agreement. Thereupon the Agreement becomes valid, effective and legally binding for the Parties (see also Clause 12.9).

2.2 The Platforms include a section with registration form and relevant information / instructions for the User. To proceed with the Registration, the User shall:

- (a) fill in the User's data in the registration form, i.e. the username (nick), valid User's email address (which shall be relevant as the User Account), password, name and surname (the **"User Information"**);
- (b) confirm that he/she is over 18 years of age (if the User is an individual, not a legal entity);
- (c) confirm acceptance of the Terms and the Privacy Policy;
- (d) send the complete registration form to Wisomm by clicking on the respective button below the registration form;
- (e) confirm the Registration through verification link sent by Wisomm to the User's email address; upon confirmation of this verification link by the User, the Registration on the Platforms is complete.

2.3 Wisomm is not required to enter into the Agreement based on any particular registration form submitted to Wisomm; Wisomm has the right to assess the registration form and refuse to accept the Registration, in particular in regard to such person who has violated his/her contractual or other obligations towards Wisomm or any of the Providers. The User acknowledges that he/she does not have any legal entitlement or claim for acceptance of the Registration (conclusion of the Agreement) by Wisomm.

2.4 The User represents and covenants that the User Information shall at all times be true, accurate and not misleading. The User is at all times responsible for a correct and up-to-date statement of the User Information. Except for requesting confirmation of the Registration through verification link sent by Wisomm to the actual valid User's email address, Wisomm shall not be obliged to verify the User Information in any way, nor does Wisomm bear any responsibility in case that any of the User Information are proved to be untrue, inaccurate and/or misleading. In case that any User Information are untrue, inaccurate and/or misleading, it shall not affect the User's obligations under the Agreement and the User shall bear all responsibility in this respect.

2.5 The User agrees with use of remote communication means (email) by conclusion and performance of the Agreement, as set out herein. To avoid any doubt, the User bears all and any costs of use of remote communication means in relation to conclusion and performance of the Agreement. By Registration on the Platforms, the User agrees with receiving emails from Wisomm, including promotion / advertisement information about Wisomm's Services and/or Provider's Events, as per relevant provisions of the Privacy Policy; this consent may later be withdrawn through unsubscribing from Wisomm's marketing communication (using unsubscribe link present in the respective Wisomm's emails to the User).

2.6 Based on the Registration, the User can access his/her User Account on the Platforms through which he/she can use the respective Services on the Platforms and also perform administration of the User Information. The User may change / update any User Information except for the username chosen by the User by the Registration; the username is supposed to serve as a permanent unique identifier of the User on the Platforms.

2.7 Access to the User Account is secured by the User's email address and a password chosen by the User by the Registration or changed later. The User is required to maintain confidentiality over information essential for access to his/her User Account and acknowledges that Wisomm does not bear any liability for violation of this duty by the User, including case when a neglect of security principles occurs on User's side in relation to the access data on the User Account. The User shall immediately notify Wisomm of any (suspected) security breach or improper use.

2.8 Wisomm has the right to suspend the User Account, in particular if there is any suspicion that violation of the Terms occurred on the User's side and Wisomm needs to verify the circumstances of the case in order to make a definitive conclusion. Following the suspension, the User Account will either be re-activated whereupon it will work normally and without any limitations or it will be cancelled / closed by Wisomm.

2.9 Wisomm has the right to cancel / close the User Account at any time during the term of the Agreement if it is established that in relation to the Services and/or the Platforms the User has violated these Terms or Privacy Policy or any applicable legal regulations, or if it is considered by Wisomm that the User Account has become inactive. Sending notification on closure of the User Account to the User's email address represents the act of termination of the Agreement by the Wisomm.

2.10 Wisomm reserves the right to assess the circumstances of any case where a suspension or cancellation of the User Account may be applicable and to take a definitive decision in this respect. The User acknowledges that he/she does not have any legal entitlement or claim for appeal against any such decision of Wisomm by any means.

3. PROVISION OF THE SERVICES

3.1 Wisomm is the provider of the Services as they are set out in these Terms, which includes in particular services related to operation of the online reservation system for the Providers' Events and to operation of the Platforms as such. Wisomm does neither organize nor participate in organizing of any Events which are listed on the Platforms and shall not bear any responsibility for the Event organization, performance and for course of the Providers' Events in general, including any potential technical or other problems related with the User's attendance of the Events.

3.2 With respect to the Events, reservation of Tickets and advance payment of Ticket Price to (deposit of) Wisomm, Wisomm acts exclusively as an intermediary between the User as the purchaser of the Ticket(s) and the respective Provider as the seller of the Ticket(s) and organizer of the Event. Through Wisomm's reservation system the User is able to make reservation of Ticket(s) to the Event and obtain reserved Ticket(s) which are accepted by the Provider as a proof of reservation of Ticket(s) and of partial advance payment of the Ticket Price (as stipulated herein below) by the User.

3.3 The Registration as well as all Wisomm's Services on the Platforms are completely free of charge for the Users. Wisomm does not receive any financial funds or other payments from the Users on its own behalf for its Services; the payments from the Users according to this Agreement (i.e. Prepayments) are collected on behalf of the Provider as partial advance payment of the Ticket Price, Wisomm keeps them only temporarily (as deposit) and then forwards them to the Provider in accordance with relevant separate agreement between Wisomm and the Provider.

3.4 As far as Wisomm is concerned, all information on the Platforms about the Providers and/or the Events ('Event Information') are provided on "as is" basis and without warranties of any kind from Wisomm, either expressed or implied, that they are completely true, accurate and not misleading at any particular time. Such information on the Platforms are submitted by the Providers themselves, Wisomm is not obliged to verify them in any way, nor does Wisomm bear any responsibility in case that any of the such information are proved to be untrue, inaccurate and/or misleading; Wisomm does not warrant or make any representations regarding the use or the results of the use of such information about the Providers and/or the Events in terms of their reliability, correctness, accuracy or otherwise.

3.5 Wisomm does not guarantee continuous uninterrupted provision of the Services and/or operation of the Platforms. During provision of the Services, maintenance of hardware and/or software or other operational causes may result in (temporary and/or partial) breakdown, outages, downtime, interruption or unavailability of the Services and/or the Platforms. Regardless of the cause, Wisomm shall not bear any liability in this respect, i.e. Wisomm disclaims and excludes any and all liability in respect of the User or any third parties, which is related to any (temporary and/or partial) breakdown, outages, downtime, interruption or

unavailability of the Services and/or the Platforms; the User acknowledges that there is no legal entitlement or claim against Wisomm on these grounds, notwithstanding any other provisions of these Terms.

3.6 The User shall refrain from any activities aimed at or leading to disabling or limiting of operation of the Services, in particular Wisomm's server and other hardware and software equipment, as well as from assisting to third parties in performing such activities. The User shall not use the User Account and the Services / Platforms in such a manner that would unreasonably limit use of the Services by other Users or otherwise unreasonably limit Wisomm in its activities. In particular, the User shall not disable, overburden or impair the Platforms and/or Wisomm's server by automated requests or similar means.

3.7 Wisomm shall not bear any liability for proper functioning of the data network on the User's side, for functioning of the User's hardware and software and for potential interference by third parties in the User's software.

3.8 The User acknowledges and agrees that within the framework of the Services, advertisements may be displayed on the Platforms, including in particular advertisements promoting services and products of certain Providers.

3.9 Wisomm explicitly disclaims any responsibility for accuracy, content or availability of information found on third party sites that link to or from the Platforms. Wisomm cannot ensure that the User will be satisfied with any services and products purchased from third party sites that link to or from the Platforms (including third party content displayed on the Platforms).

3.10 Unless otherwise is stipulated herein, Wisomm does not bear any costs incurred by the User in relation to performance of the Agreement, including e.g. costs on the User's side related to access to the Platforms and use of the Services (such as costs of internet connection, hardware and software equipment), costs related to attendance at the Events, costs related to any potential User's obligations according the applicable tax, legal and other regulations.

4. RESERVATION OF TICKETS

4.1 Events on the Platforms

4.1.1 Events listed on the Platforms are created by the Providers who are solely responsible for organization of such Events and for the fact that all relevant Event Information posted on the Platforms are completely true, accurate and not misleading at any particular time.

4.1.2 By making an Event available for reservations on the Platforms, the Provider grants exclusive right of Wisomm to have the reservation of Tickets to such Event arranged through the Platforms only, therefore reservation and/or sale of tickets to such Event is not available through any channels other than the Wisomm Platforms.

4.1.3 All rates (Ticket Prices, etc.) included in the event Information shown to the Users on the Platforms shall be inclusive of all Taxes, fees or charges (to the extent that such Taxes, fees or charges can be reasonably calculated upfront without further information).

4.1.4 With respect to the Events listed on the Platforms, Wisomm provides the User with the 'Best Price Guarantee' which means that every Provider offers the best price for any particular Event on the Platforms and that no lower price can be found online or otherwise for the Event (or for equivalent event with the same date, place, wine tasting offer, wine selection and the same booking conditions) (the "**Best Price Guarantee**").

4.1.4 The order in which the Providers and/or Events are listed on the Platforms is determined automatically by Wisomm system; it is based on and influenced by various factors, including but not limited to the Minimum Occupancy stated by the Provider, the ratio of relevance (geolocation, date, time), the number of reservations needed to reach the Minimum Occupancy, the number of reservations related to the number of visits to the relevant Provider page on the Platforms, the volume (number of Occurred Events) realized by the Provider, the ratio of cancellations, the User review scores, the customer service history, the number and type of complaints from Users. In addition to that, the Provider may influence ranking of its own or of a particular Event by offering deals for its Events posted on the Platforms in cooperation with Wisomm, promoting Events outside of the Platforms, etc. At the same time, by allowing the Providers to be registered on the Platforms and to make their Events available for reservations, or by (automatic) determination of the Providers / Events ranking, Wisomm does not give any recommendations or endorsements in terms of quality, service level, qualification or (star) rating of any particular Provider and/or Event, and does not assume any liability in this respect whatsoever.

4.1.5 There are two main types of Events available for reservation on the Platforms:

(a) Normal Event is bound to certain time, date and place / venue and has Minimum and Maximum Occupancy level set (as specified in the respective Event Information); also, the Provider sets a time limit by which the Minimum Occupancy level must be reached (default is 24 hours before the start of a Normal Event), otherwise such Event shall be cancelled automatically. Each Reservation of Ticket to a Normal Event is confirmed and Ticket is sent to the User only upon reaching the Minimum Occupancy level. Minimum Occupancy and Actual Occupancy level is included in the Event Information displayed on the Platforms and it is updated upon each Reservation. In case of automatic cancellation of a Normal Event due to not reaching the Minimum Occupancy set for the particular Normal Event, the User shall be notified on the cancellation by Wisomm and shall be eligible for refund of paid portion of the Reservation Price (i.e. Prepayment).

(b) Open Event is bound to certain place / venue but not to one specific time and date; usually it may be a recurring (daily, weekly, etc.) event within certain longer period. The User may choose from the available times / dates offered by the Provider for the particular Open Event (as specified in the Event Information) and use the Ticket(s) for the Open Event at any available time / date, while such Ticket(s) for Open Event may have a limited validity period/date (as specified in the Event Information). Open Event has no Minimum and Maximum Occupancy level set.

4.1.6 In addition to Normal Events and Open Events, they may be certain special types of Events posted on the Platforms for reservations. These Events are marked as special on the Platforms and specific conditions applied to them are stated in the Event Information which are relevant for the particular Event / Reservation. These special Events may include, e.g.:

(a) group Events;

(b) special offers and promotions; in this case cheaper rates may be offered on the Platforms or special services may be provided at such Events, etc., however, also additional restrictions and/or special conditions may apply to such Events, as per the relevant Event Information – therefore the User shall pay extra attention to the specific Event Information and all details of any such special Event, prior to making the Reservation.

4.2 Standard Reservation procedure (for Normal Events)

4.2.1 The User can make Reservation (of Tickets) for any Normal Event listed on the Platforms at any particular time, while the minimum number of reserved Tickets is one and maximum is determined by Actual Occupancy and Maximum Occupancy of the Event, i.e. the number of Tickets within the User's Reservation cannot exceed the current difference between Maximum Occupancy and Actual Occupancy. One Reservation includes one or more Tickets to one particular Event, i.e. if the User reserves Tickets to several different Events at one, it shall be considered as separate Reservations to the respective (number of) Events.

4.2.2 In order to book/reserve Ticket(s) for a particular Event, the User shall use the relevant button near the Event posted on the Platforms, specify the number of Tickets to be booked/reserved for the Event and confirm booking of the Tickets. By this confirmation, the User also confirms that he/she has read and fully understood the entire Event Information applicable to the particular Event, and that he/she accepts them (with respect to the particular Event, in addition to these general Terms).

4.2.3 After the User's confirmation of booking of Tickets on the Platforms as per Clause 4.2.2, the User is redirected to the 'payment page' which includes details of the Reservation, i.e. title of the Event, (total) Reservation Price, amount to be paid by Reservation (Prepayment / deposit), amount to be paid at the Event (directly to the Provider), and available methods of payment. The User shall choose a relevant method of payment and follow the respective instructions on the Platforms and/or the payment gateway/platform to arrange proper payment of the Prepayment to (deposit of) Wisomm, in accordance with the provisions of Clause 5.

4.2.4 The Reservation is completed upon the User's payment of the Prepayment in accordance with Clause 4.2.3. To avoid any doubt, any payment by the User under the Agreement is considered as properly made once the relevant funds (i.e. corresponding with the amount of the Prepayment) are credited to Wisomm's account kept by the respective Payment Processor (depending on selected method of payment).

4.2.5 Upon notification on receipt of the Prepayment from the User, Wisomm shall send to the User (to the User Account) a confirmation of the Reservation, stating that the Reservation has been completed and the reserved Tickets are in 'pending' status (i.e. Pending Tickets).

4.2.6 Once the Minimum Occupancy level set for the Normal Event is reached, Active Tickets are generated (from the actual Pending Tickets) by Wisomm system based on the User's Reservation and then distributed to the User Account in the form of unique QR code.

4.2.7 Upon presentation of Active Ticket (QR code), its owner (one person) is allowed to attend the relevant Event. The Provider as the organizer of the Event shall recognize and accept the Active Ticket generated by Wisomm system (as exclusive valid entry tickets to the Event). After the QR code was scanned by the Provider at the Event, the Active Ticket may not be used any more – it is marked as Used Ticket in Wisomm system.

4.2.7 Active Ticket may be used at the relevant Event by any person who is in possession of the relevant QR code, whether it is the User or any third person; neither the Provider nor Wisomm are obliged to check / verify identity of a person presenting an Active Ticket at an Event. Once Active Tickets are distributed to the User Account, the User is solely responsible for their handling and use, while he/she shall ensure that no unauthorised persons get access to the Tickets. Neither the Provider nor Wisomm bear any responsibility in this respect whatsoever.

4.2.8 In case of the User's No-show to the Event or any other case when Active Tickets turn into Expired Tickets, the User shall not be eligible to refund of the Prepayment nor does he/she have any other claims against Wisomm.

4.3 Reservation procedure for Open Events

4.3.1 For Open Events, the Reservation procedure (as per Clause 4.2) applies with the following differences:

(a) No restriction of Minimum and Maximum Occupancy applies.

(b) Active Tickets are generated right upon the Reservation made by the User and are distributed to the User Account along with

confirmation of the Reservation.

4.3.2 If the Minimum Occupancy level is not set for a particular Event (other than Open Event and Free Event), for whatever reason, the simplified Reservation procedure according to this Clause 4.3 applies, i.e. the User shall receive Active Ticket(s) immediately upon complete Reservation hereunder.

4.4 Sign-up to Free Events

4.4.1 Providers may create and make available on the Platforms Free Events. The respective Event Information includes statement that the Free Event cannot be attended without prior Sign-up through the Platforms (e.g.: "In order to attend this wine event and be served, you have to sign up."; or appropriate different language version if the Event Information is in a language other than English) and obtaining Free Ticket for such Free Event. The restriction of Minimum and/or Maximum Occupancy level may or may not be set by the Provider.

4.4.2 Sign-up procedure is similar to the Reservation procedure according to Clause 4.2 or 4.3 respectively, with the exception that no Prepayment is paid by the User and the Sign-up is completed by Wisomm's confirmation of the Sign-up sent the User Account. If the Minimum Occupancy level is set for the Free Event, provisions of Clause 4.2 apply accordingly; otherwise provisions of Clause 4.3 apply accordingly

4.5 Event Contract, User complaints

4.5.1 By making a Reservation through the Platforms a direct contract (and therefore legal relationship) is created solely between the Provider and the User (the "**Event Contract**"), in relation to the particular Provider's Event for which the Reservation was made. The Provider is obliged to accept the User as its contractual party and to handle the Reservation in compliance with the Event Information (including in particular the Ticket Price) posted on the Platforms at the time when the Reservation was made and then confirmed to the User by Wisomm, respectively.

4.5.2 Wisomm acts as an intermediary of conclusion of the Event Contract; as such, Wisomm is not responsible for the payment obligations or any other obligations of the parties to the Event Contract relating to the Event and the Reservation/Ticket(s) respectively.

4.5.3 Other than the fees, extra's and (sur-)charges as set out in the confirmed Reservation, with respect to attending the Event the User shall not be charged by the Provider with any transaction/administration fee or charge for the use of any payment method (e.g. credit card charge) or for any other purpose.

4.5.4 With respect to each particular Event Contract, the Provider shall organize and perform the Event with due professional care and to fulfill all its relevant obligations towards the User, in accordance with the Event Contract, a separate agreement with Wisomm and applicable legal regulations which are relevant for obligations of the Provider with respect to the Event. Wisomm shall have no responsibility whatsoever for due and timely performance of the Event Contract by the Provider (which includes, in particular, proper organization of the Event by the Provider).

4.5.5 Complaints or claims in respect of (the products or services offered, rendered or provided by) a particular Provider or specific requests made by the User are to be dealt with by the Provider in question, without mediation by or interference of Wisomm. Wisomm is not responsible for and disclaims any liability in respect of such claims from the User. Wisomm's User Service Wisomm may at its sole discretion offer customer (support) services to the User and/or act as intermediary between the Provider and the User and/or otherwise assist the User with communication or actions towards the Provider; at the same time the User acknowledges that such actions may not be legally claimed or enforced from Wisomm at any time and under any circumstance.

4.5.6 The User may make a claim under the Best Price Guarantee and submit to Wisomm a relevant information supporting such claim with regard to a particular Event (and Ticket Price for such Event). Wisomm shall notify the Provider of such claim whereupon the Provider shall immediately adjust the Ticket Price applied in the Reservation made by the User; also, the Provider shall adjust - to the extent applicable - the price rate(s) made available on the Wisomm Platforms such that the lower rate is available for further reservation(s), in accordance with the Best Price Guarantee. With respect to the already paid Reservation Price, the Provider shall either (i) settle the difference between the reserved Ticket Price and the lower price by charging the User with the lower Ticket Price, or (ii) refund (in cash) to the User the difference between the two prices.

4.6 Overbooking

4.6.1 Each Provider shall provide the places booked for a particular Event so that all valid Reservations are satisfied. In the event that the Provider is not able to meet such obligation for any reason whatsoever, the Provider shall procure alternative arrangements of equal or superior quality at the expense of the Provider and in the event that no such relevant Event, which suits all affected Users and other owners of the Tickets who were supposed to attend the Event but were not allowed to due to overbooking, is arranged by the Provider within next 3 days, the Provider shall:

- (a) find suitable alternative Event of an equal or better standard to the Event holding the User's guaranteed Reservation, and
- (b) provide free private transportation to the alternative Event for the User (and/or other owners of the Tickets from the User's Reservation), and
- (c) reimburse and compensate the User for all reasonable costs and expenses (e.g. costs of the alternative Event, transportation,

telephone costs) made, suffered, paid or incurred by the User due to or caused by the overbooking.

4.7 Cancellation

4.7.1 The User acknowledges and accepts that cancellation of Reservations / Events is subject to 'no-cancellation policy' as set out in the provisions of this Clause 4.7 below, i.e. any such cancellation is possible only if it is explicitly stipulated herein.

4.7.2 Once a valid Reservation is made on the Platforms by the User and completed in accordance with Clause 4 hereof, the User is not allowed to cancel the Reservation, for any reasons which are entirely for the User's own risk and account (including e.g. late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds). At the same time, the User is not entitled to withdraw from or terminate the Event Contract with the respective Event Provider. The User shall not be entitled to any refund of any (non-refundable) prepaid amount either from Wisomm or from the Provider, unless the Provider agrees or allows otherwise under its own (pre)payment and cancellation policy.

4.7.3 Wisomm automatically cancels a Normal Event if the Minimum Occupancy level set for such Normal Event is not reached 24 hours before (or otherwise, as set out in the Event Information by the Provider, e.g. 48 / 72 hours before) the start of the Normal Event. Without any undue delay after the cancellation Wisomm shall notify the Users (if affected, i.e. if he/she has had the Ticket(s) for the Event booked) on cancellation of the Event via email. Thereupon Wisomm shall also handle the User's claim for refunds of paid up Prepayment on its own costs, in accordance with relevant provisions of Clause 5.

4.7.4 Providers are not allowed to cancel any valid Reservations made on the Platforms.

4.7.5 A Provider is only allowed to cancel an entire Event which has been made available for reservations at the Platforms, under the following conditions (which all need to be fulfilled simultaneously in each particular case):

- (a) The Provider shall promptly (prior to the cancellation) inform Wisomm.
- (b) The Provider shall arrange for a suitable alternative Event of equal or superior quality within 3 days from the initial Event date, at the expense of the Provider.
- (c) All affected Users and other owners of the Tickets, who were supposed to attend the cancelled Event, agree with attending the alternative Event arranged for by the Provider. In order to obtain such Users' agreement the Provider shall inform Wisomm about details of the alternative Event in written form whereupon Wisomm shall arrange agreement with all affected Users; then Wisomm shall inform the Provider about the Users' acceptance or non-acceptance of the suggested alternative Event. Wisomm shall however not bear any responsibility with regard to arrangement of such Users' agreement.
- (d) The Provider shall provide free private transportation to the alternative Event for the Users and other owners of the Tickets and reimburse and compensate the Users for all reasonable costs and expenses (e.g. costs of the alternative Event, transportation, telephone costs) made, suffered, paid or incurred by the Users due to or caused by the cancellation / replacement of the Event with the alternative Event.
- (e) Such cancellation is not allowed later than 72 hours before the start of the Event.

4.7.6 Besides Clause 4.7.3, cancellation of Event may be made only in other specific instances set out explicitly in these Terms or based on decision of Wisomm. The respective Provider shall be fully responsible for all and any consequences of any cancellation of Event which occurs in violation of this Clause 4.7, regardless of the reasons of cancellation; in particular, the Provider shall fully cover all refunds to the Users made due to the cancellation.

4.8 Force Majeure Event

In the event of a Force Majeure Event, the Provider shall not charge (and shall repay (if applicable)) the User affected by the Force Majeure Event any fee, costs, expenses or other amount for (i) any cancellation or change of Reservation made by the User, or (ii) such part of Reservation which was not consumed, due to the Force Majeure Event. In the event of reasonable and justified doubt, the Provider may ask the User to provide reasonable evidence of the causality between the Force Majeure Event and cancellation, No-show or change of Reservation.

5. PAYMENT OF TICKET PRICE

5.1 Prepayment

5.1.1 Based on relevant separate agreement between Wisomm and the respective Provider, Wisomm is authorised to collect on behalf of the Provider Prepayment (in the amount of 50% from Ticket Price) for each Ticket for the Provider's Event booked/reserved by the User on the Platforms, as partial advance payment of the Ticket Price. The Prepayment collected from the User is kept by Wisomm as a deposit and then forwarded to the Provider (as partial payment of the Ticket Price).

5.1.2 Prepayment is paid by the User to Wisomm in the course of the Reservation procedure (Clause 4.2, 4.3), in accordance with the provisions of this Clause 5 below.

5.1.3 All payments under this Clause 5 by the User to Wisomm shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any Taxes and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. To avoid any doubt, any particular Reservation is completed upon receipt

of the relevant funds (i.e. corresponding with full amount of the Prepayment as specified in the Reservation) to Wisomm's account kept by the respective Payment Processor.

5.2 Payment of Ticket Price to the Provider

5.2.1 The remaining amount of Ticket Price (excluding the Prepayment, i.e. 50%) shall be paid by the User directly to the Provider (at the Event, unless otherwise is agreed between the User and the Provider). Full payment of Ticket Price may be requested by the Provider before the User is allowed to attend the Event.

5.2.2 The Provider is solely responsible for collecting the outstanding 50% of Ticket Price for each Active Ticket submitted at the Provider's Event (exceeding the amount of the Prepayment collected by Wisomm) and for due performance of all relevant legal obligations related to receipt of payment for the Provider's services, etc. Wisomm has no authorisation and responsibility to act on behalf of the Provider or the User in this respect; save for collection of Prepayments and arrangement of Ticket reservation, Wisomm shall not be involved in the mutual legal relations between the Provider and the User in any way.

5.3 Wisomm Managed Payment Model

5.3.1 The User acknowledges that Wisomm may offer and facilitate (alternative) payment methods (managed by Wisomm or other third party) for collecting the Prepayments from the User through a third party payment processor, e.g. a provider of payment gateway/platform (as from time to time engaged by Wisomm; the relevant party processing the payment hereafter the "**Payment Processor**") based on which (as available) bank transfers, credit/debit card payments or other forms of online payment can be made and processed through the payment platform of the Payment Processor ("**Wisomm Managed Payment Model**").

5.3.2 The User agrees and acknowledges that Wisomm may use and utilize the Wisomm Managed Payment Model (including other (online) payment methods such as virtual credit cards) for (i) processing Prepayments of Ticket Price by the User through the Payment Processor, and (ii) payment of the Prepayments received from the User to the respective Providers who are eligible for receiving Ticket Price for their Events.

5.3.3 The User agrees and acknowledges that processing of Prepayments through a Payment Processor may be subject to relevant terms and conditions applicable to the services of such Payment Processor. The User undertakes to get acquainted with such relevant Payment Processor's terms and conditions and to proceed with any payments to Wisomm hereunder in accordance with such terms and conditions.

5.3.4 The User shall bear all fees and costs of transfer, conversion and pay out of the relevant funds (corresponding with the Reservation Price) to the Payment Processor.

5.3.5 With respect to a particular Ticket (Price), the relevant Provider shall be - at all times, regardless of the particular payment method or procedure used within Wisomm Managed Payment Model - responsible for collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes, (sur)charges, extra's and fees over the Ticket Price (in its entire amount, including the relevant Taxes, (sur)charges, extra's, amounts and fees not included in the Ticket Price); Wisomm has no responsibility in this respect, not even in relation to collected Prepayment. Unless it has been stated in the Event Information or unless Wisomm has indicated that certain Taxes, fees, charges or other amounts are not included in the Ticket Price, the Provider shall not further charge, request payment of or collect any amount from the User that has not already been included in the Ticket Price.

5.3.6 In the event of a charge back, or an unsuccessful charge or collection of (all or part of) the Ticket Price (which shall be at the Provider's risk and account) from the User, Wisomm shall use commercially reasonable efforts to ask the User to provide an alternative payment method. If the User is unable or unwilling to do this or in the event of a charge back, Wisomm reserves the right to (a) cancel the Reservation and promptly inform the Provider accordingly, or (b) inform the Provider and cancel the Reservation upon the Provider's request.

5.3.7 With regard to each Used Ticket, the Provider shall only issue an invoice to the User (and provide the User upon his/her first request with an invoice) for the full amount of the Ticket Price (including or plus (as required by applicable laws) of all applicable Taxes, surcharges and fees). The Provider shall not invoice (or send an invoice to) Wisomm for the Ticket Price and/or the Prepayment or any part thereof, and at the same time, Wisomm (acting only as intermediary) shall not issue any invoice to the User or to any other person.

5.4 Refund of the Prepayment

5.4.1 In case of automatic cancellation of a Normal Event pursuant to Clause 4.7.3 or in other cases when, under these Terms, the User is eligible for refund, Wisomm shall on its own costs arrange such refund of the Prepayment paid on the basis of particular Reservation (for the cancelled Event), so that the relevant funds are credited back to the User's bank account or credit/debit card through the Payment Processor's payment system, without undue delay (after cancellation of the Event).

6. **USER REVIEWS, REQUESTS**

6.1 User Reviews

6.1.1 Based on actual attendance of an Event (i.e. when a User's Active Ticket is scanned at an Event), the User is able to provide

his/her feedback, comments, ratings, reviews, etc. as available on the Platforms at a given time, with regards to the Event and/or the Provider in question; also, the User may be asked by Wisomm to comment on his/her visit at the Provider's Event and to provide a score for certain aspects of his/her visit (hereinafter collectively as the "User Reviews").

6.1.2 The User Reviews are for exclusive use by Wisomm and can be made available on any Platforms by Wisomm. The User Reviews posted on the Platforms are uploaded in the relevant Provider / Event section of the Platforms for the sole purpose of informing other Users about the User's (subjective) opinion of the service (level) and quality of the respective Events. Also, the User Reviews may be (wholly or partially) used and placed by Wisomm at its sole discretion (e.g. for marketing, promotion or improvement of Wisomm's Services) on any social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by Wisomm and/or Wisomm's business partners.

6.1.3 Wisomm reserves the right to post the User Reviews on the Platforms, however without any obligation to verify the User Reviews in any way. Wisomm shall not have and disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any User Reviews howsoever or whatsoever.

6.1.4 The User acknowledges and undertakes to ensure that the User Reviews as well as any other content posted by the User on Platforms (including photos, images, links to third party content, etc.) shall not include any obscenities or inappropriate language, any information, data or other content that might represent or lead to infringement of third party's Intellectual Property Rights and/or privacy rights, which are factually incorrect or misleading, or which might be considered as advertisement (not related to the Event). Without prejudice to other provisions of these Terms, the User is solely responsible for such content and for compliance thereof with the terms of this Clause 6.

6.1.5 The User shall not, within the User Reviews or otherwise on the Platforms, publish or propagate information or develop a different activity that leads to business or other promotion of the User, his/her company or third parties, or to promote services or goods of the User, his/her company or third parties. The User shall not, within the User Reviews or otherwise on the Platforms, spread computer viruses or any other malevolent or harmful programs (applications, etc.).

6.1.6 Wisomm reserves the right to refuse, edit or remove any User Reviews (or any part thereof) or any other content posted by the User on the Platforms which are in violation of the terms of this Clause 6, at Wisomm's sole discretion.

6.1.7 Wisomm exclusively retains ownership of all rights, title and interest in and to (all Intellectual Property Rights of) the User Reviews and no third party is entitled to (directly or indirectly) publish, market, promote, copy, scrape, (hyper-/deep)link to, integrate, obtain, utilize, combine, share or otherwise use the User Reviews without prior written approval of Wisomm. The User Reviews may be edited and/or translated by Wisomm into other languages, whereas the translations remain the exclusive property of Wisomm. The edited and translated content shall be for the exclusive use by Wisomm on the Platforms and shall not be used (in any way or form) by the User for any other distribution or sales channel or purposes.

6.2 User requests

The User is allowed to send a 'request' to any Provider listed on the Platforms to organize a certain type of Event, in order to show his/her satisfaction with the Provider's services and demand for Provider's Event(s). After obtaining more than 30 Users' requests for the Provider to organize an Event, the Provider shall organize such requested type of Event and make it available on the Platforms (within 2 weeks from delivery of notification on obtaining of sufficient number of Users' requests).

7. INTELLECTUAL PROPERTY RIGHTS, LICENCE

7.1 The User acknowledges that computer programs (software) required for operation of the Platforms (or available at or used by the Platforms) as well as texts, photographs, images, graphic works and other content of the Platforms are protected by copyright and/or other Intellectual Property Rights of Wisomm or third parties (e.g. Wisomm's suppliers). The User undertakes to refrain from any use of such protected software and content of the Platforms other than standard use of thereof for proper performance of this Agreement, and from engagement in any activity which could enable the User or any third party to wrongfully encroach upon the Intellectual Property Rights of Wisomm or other owners of such Intellectual Property Rights.

7.2 Wisomm exclusively retains ownership of all rights, title and interest in and to (all Intellectual Property Rights of) the look and feel (including infrastructure) of the Platforms, including the User Reviews and translated content. The User is not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content available on the Platforms (including any translations thereof and the Users Reviews) or our brand without express written permission of Wisomm. To the extent that the User would (wholly or partially) use or combine any content of the Platforms or would otherwise own any Intellectual Property Rights on the Platforms or any such content of the Platforms (including User Reviews), the User hereby assigns / transfers all such Intellectual Property Rights to Wisomm (to the extent they may be subject to such assignment / transfer). Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of Wisomm's Intellectual Property Rights. Notwithstanding the above, the User is only allowed to (hyper-/deep)link to, publish, promote Event Information posted on the Platforms through Wisomm's own sharing system which is accessible to the Users on the Platforms.

7.3 The User hereby grants Wisomm a non-exclusive, royalty free and worldwide right and licence (or sublicense as applicable):

(a) to use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those

agreed upon elements of the Intellectual Property Rights of the User as provided to Wisomm by the User pursuant to these Terms and which are necessary for Wisomm to exercise its rights and perform its obligations under the Agreement;

(b) to use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) any texts, photographs, images, graphic works and other content which has been posted by the User on the Platforms, except for the User Information.

7.4 The licence according to Clause 7.3 is granted for all methods of use of the relevant content protected by User's Intellectual Property Rights and in unlimited scope in terms of time, quantity and territory. Wisomm assumes the above licence to a particular content protected by the Intellectual Property Rights at the moment of its receipt from the User or its entering / storing / publishing on the Platforms by the User. Wisomm is entitled but not required to use the licence.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants to the other Party that for the term of the Agreement:

- (i) (as a natural person) he/she is over 18 years and has full and unlimited legal capacity to enter into the Agreement;
- (ii) (as a legal entity) it has the full corporate power and authority to enter into and perform its obligations under these Terms;
- (iii) (as a legal entity) it has taken all corporate action required by it to authorise the execution and performance of these Terms;
- (iv) this Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms;
- (v) neither the execution nor performance of this Agreement (compliance by that Party with all terms and provisions hereof) will conflict with, or result in a breach or violation of any of the terms and provisions of (a) its respective Articles of Association or other governing instruments; (b) any judgment, order, injunction, decree or ruling of any court or state, national, provincial, municipal, local or other public authority, which the Party is subject to; (c) any agreement, contract, lease, licence, commitment or other legal obligation towards third parties, which the Party is subject to; or (d) any applicable law, and
- (vi) the Party will comply with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipality under which law the relevant Party is incorporated with respect to performance of this Agreement by such Party.

8.2 The User acknowledges that Wisomm's Services on the Platforms are provided for the User's personal, non-commercial use only, subject to the terms and conditions set out herein. The User is not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on the Platforms for any commercial and/or competitive activity or purpose.

8.3 Except as otherwise expressly provided in this Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for any particular purpose regarding such subject matter.

9. INDEMNIFICATION AND LIABILITY

9.1 Subject to limitations set out in these Terms and to the extent permitted by law, Wisomm shall only be liable for direct damage actually suffered, paid or incurred by the User due to an attributable breach of Wisomm's own obligations in respect to the Services under this Agreement, up to an aggregate amount of the Reservation(s) which have been properly made by the User and which have been affected by Wisomm's breach. Without prejudice to other provisions hereof, to the extent permitted by law, neither Wisomm nor any of Wisomm's officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting or otherwise making available the Platforms and their contents, shall be liable for (i) any punitive, special, indirect or consequential loss or damage, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the Event Information and/or other information (including comments, occupancy level and ratings) about the Event, as made available on the Platforms, (iii) services rendered or products offered by the Providers or other business partners of Wisomm, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by the User, pursuant to, arising out of or in connection with use, inability to use or delay of the Services / Platforms, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by the User, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to a Provider or any of other business partners of Wisomm (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or services are (directly or indirectly) made available, offered or promoted on or through the Platforms, including any (even partial) cancellation, overbooking, strike, force majeure or any other event beyond Wisomm's control.

9.2 The User shall fully indemnify, compensate and hold Wisomm (or its directors, officers, employees, agents, affiliated companies and subcontractors) harmless for and against any liabilities, costs, expenses (including, without limitation, reasonable attorneys'

fees and expenses), damages, losses, obligations, claims of any kind, interest, penalties and legal proceedings paid, suffered or incurred by Wisomm (or its directors, officers, agents, affiliated companies and subcontractors) due to or in connection with:

(i) a breach of the User's obligations under the Agreement, or

(ii) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Rights by the User.

9.3 In the event of a third party claim, Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defense and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence (in consultation and agreement with the indemnified Party and with due observance of both Parties' interests), and neither Party shall make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the other Party (which shall not unreasonably be withheld, delayed or conditioned).

9.4 Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach of the Agreement and without prejudice to any other rights and remedies otherwise available to the other Party, each Party will be entitled to injunctive relief and specific performance.

9.5 Indemnification / compensation under this Clause 9 shall be paid by the indemnifying Party to the indemnified Party within 14 days from delivery of relevant written request sent by the indemnified Party to the indemnifying Party which states specification of the requested claim raised by the indemnified Party hereunder as well as proper reasons for indemnification in the stated amount.

10. TERM, TERMINATION AND SUSPENSION

10.1 Unless agreed otherwise, the Agreement shall commence on the date when it becomes legally effective pursuant to Clause 12.9, and it is concluded for indefinite period of time. Each Party may terminate the Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of 14 days from the delivery of the written notice of termination.

10.2 Each Party may terminate the Agreement or suspend the Agreement with respect of the other Party, with immediate effect (upon delivery of written notice to the other Party) and without a notice of default being required, in case of a material breach by the other Party of any term of the Agreement or in any other cases where it is explicitly stipulated herein or in the Privacy Policy.

10.3 Any notice or communication by Wisomm of "closure" ("close", "closed") of the User and/or the User Account on the website (or similar wording) shall mean termination of the Agreement. Suspension or closure of the User Account according to Clauses 2.8 and 2.9 shall be considered as suspension or termination of the Agreement respectively.

10.4 The following events shall in any case be regarded as a material breach of the Agreement by the User and entitle Wisomm to immediately terminate (close) or suspend the Agreement (without a notice of default):

- (i) the User submits or posts incorrect or misleading User Information and/or other information on the Platforms;
- (ii) the User's infringement upon Intellectual Property Rights of Wisomm or any third parties (in relation to the Platforms / Services);
- (iii) the User's breach of the Event Contract with any Provider, in particular by not paying the remaining Ticket Price to the Provider based on valid Reservation;
- (iv) misuse of the User review process by any behaviour that results in a review appearing on the Platforms that is not an honest expression of a real visit by the User at the respective Event;
- (v) inappropriate or unlawful behaviour towards Wisomm staff or the Providers.

10.5 Wisomm reserves the right to assess the circumstances of any case where a suspension or termination of the Agreement may be applicable and to take a definitive decision in this respect. The User acknowledges that he/she does not have any legal entitlement or claim for appeal against any such decision of Wisomm by any means.

10.6 Upon termination and save as set out otherwise, the Agreement shall absolutely and entirely terminate in respect of the terminating Party and cease to have effect without prejudice to other Party's rights and remedies in respect of an indemnification or a breach by the other (terminating) Party of the Agreement. Termination of the Agreement, regardless of the cause and the Party initiating it, shall be without prejudice to validity and effectiveness of those provisions hereof where it is explicitly stipulated that they shall survive the termination or where this is implied based on their nature and purpose; such provisions surviving termination of the Terms include, in particular, Clauses 5, 7, 9 and 11.

10.7 Termination of the Terms shall not affect any mutual claims of the Parties existing prior to the effective termination.

11. PRIVACY AND COOKIES

11.1 The issues concerning the User's privacy, personal data protection and use of cookies on the Platforms are regulated by a

separate Privacy Policy. The Privacy Policy represents an integral part of the Agreement and shall be applied by the Parties accordingly; the Privacy Policy shall be construed in the context / in consideration of these Terms (including the capitalized terms used herein) and of the Agreement as a whole.

12. MISCELLANEOUS

12.1 The User shall not be entitled to assign, transfer, encumber any of its rights and/or obligations under the Agreement without prior written consent of the other Party. Wisomm may assign, transfer, encumber any of its rights and/or the obligations under the Agreement (in whole or in part or from time to time) to any affiliated company or any third party without the prior written consent of the User, however any such assignment or transfer by Wisomm shall not relieve the assignee of the predecessor's obligations under the Agreement, i.e. the assignee assumes all the rights and obligations of Wisomm under the Agreement, without any reservations and limitations.

12.2 All notices and communications concerning the Agreement must be in English or in Slovak, in writing, and sent by email or registered mail or nationally recognized overnight air courier to the applicable email address or mail address set out on the Platforms at the relevant time (or a different email address or mail address notified to the other Party in writing); with respect to the User, the email address currently set in the User Account is relevant. For the purpose of the Agreement, email communication between the Parties shall be considered as proper written form of communication. A message sent by email to a Party shall be deemed properly delivered (received) by such Party on the 1st business day following the day when the message is sent by the other Party, unless otherwise is proved by the receiving Party (e.g. that the message has not been received on the incoming mail server).

12.3 The Agreement (including the Terms, Privacy Policy, any schedules, annexes and appendices which form an integral part of these Terms) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter (including vis-à-vis the User).

12.4 If any provision of the Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions thereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of the Agreement.

12.5 Save as set out otherwise in the Agreement, the Agreement shall be exclusively governed by and construed in accordance with the laws of the Slovak Republic. Save as set out otherwise in the Agreement or as set out otherwise in applicable legal regulations (preceding the Parties' mutual agreement on jurisdiction), any disputes arising out or in connection with the Agreement shall exclusively be submitted to and dealt with by the competent court in Bratislava, Slovak Republic, determined according to the registered office of Wisomm. For this purpose, the User waives its right to claim any other jurisdiction or applicable law to which it might have a right .

12.6 The Parties agree and acknowledge that notwithstanding Clause 12.5, nothing in the Agreement shall prevent or limit Wisomm in its right to bring or initiate any action or proceeding or seek a relevant remedy against the User (including interim injunctive relief or (specific) performance) before or in any competent courts where the User has residence or is established or registered under the laws of the relevant jurisdiction where the User has residence or is established or registered, and for this purpose, the User waives its right to claim any other jurisdiction or applicable law to which it might have a right.

12.7 The original English version of the Agreement may be translated into other languages. The translated version of the English Agreement is a courtesy and office translation only and the User cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of the terms and conditions of the Agreement or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of the Agreement, the English language version shall prevail, apply and be binding and conclusive. The English version shall be used as relevant for any ensuing legal proceedings. The English version is available on the following website (www.wisomm.com/app/client/templates/account/terms.html) and shall be sent by Wisomm to the User via email upon written or email request from the User.

12.8 In respect of (or as an award for) the execution, delivery, sealing, registration, filing of, and/or execution, performance or delivery under or pursuant to the Agreement, the User (including its employees, directors, officers, agents or other representatives) shall (i) not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate), or (b) seek, accept or get promised for itself or for any third party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice, and (ii) comply with all applicable laws governing antibribery and corrupt gifts and practices (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act).

12.9 The Agreement is entered into online by way of full User's registration on the Platforms. After User's signing up on the Platforms (which includes the User's agreement with the wording of the Terms and Privacy Policy), Wisomm send an email with verification link to the email address specified by the User by Registration. Upon the User's confirmation of the verification link

sent by Wisomm, the Agreement shall be deemed valid, effective and legally binding for the Parties. By registering on the Platforms as per above, the User agrees, acknowledges and accepts the terms and conditions of the Agreement (including the Terms, Privacy Policy, any schedules, annexes and appendices which form an integral part of these Terms), without any reservations.

12.10 The User fully understands and agrees to be bound by the Agreement (including the Terms, Privacy Policy, any schedules, annexes and appendices which form an integral part of these Terms) while acknowledging that the Agreement may be modified and/or amended by Wisomm from time to time. Wisomm reserves the right to make any modifications and/or amendments of the Agreement at any time in the course of duration of the Agreement. Any amendment of the Agreement will be published in the respective section(s) of the Platforms whereupon the Agreement as amended shall become effective. The User shall also be notified on the fact that the Agreement have been amended via email; such message will also include the link to the amended version of the Agreement. The User shall be responsible for reviewing any amendments of the Agreement and for being acquainted with the currently valid and effective Agreement (as amended) each time the User uses the Services or Platforms. The User acknowledges Wisomm's right to modify and/or amend the Agreement from time to time as stipulated herein. If any amendment of the Agreement is not acceptable to the User, the sole recourse for the User is termination of the Agreement in accordance with the relevant provisions of these Terms.