

Travvil Terms and Conditions for Streamers

Travvil Platform Terms and Conditions for Streamers

These Terms and Conditions define the terms and conditions of using the internet service which can be found under travvil.com and the Travvil mobile application available in the Google Play Store and in the App Store by Streamers.

1. DEFINITIONS

The Terms and Conditions of the Travvil Platform for Users also apply to these Terms and Conditions for Streamers. In addition, these Terms and Regulations refer to Streamers and have the following meanings:

1.1. **Streamer Profile** - an individually separated part of the Platform, enabling the Streamer to create a sales profile, i.e. a set of information, data and other elements presenting and describing a given Streamer, provided voluntarily and independently by the Streamer.

1.2. **Video or Photo Content** - materials created and transferred voluntarily and independently by the Streamer, which are the completion of the User's Order and are made available to the User via the Travvil Platform according to the Travvil Terms and Conditions for Streamers, Travvil Terms and Conditions for Users and the Privacy Policy.

1.3. **Fee** - a fee due to Travvil from the Streamer for the provision of the Platform functionalities, charged in the form of a commission on the Order price, set at 30% of the Order value.

1.4. **Agreement with the Streamer** - an agreement concluded between the Streamer and Travvil, the subject of which is the use of the Platform by the Streamer, the general provisions of which are specified in these Regulations.

1.5. **Service Provider** - the owner of the Platform and the application called Travvil.

1.6. **Terms and Conditions for Streamers** - these Regulations.

1.7. **Privacy Policy** - Travvil privacy and cookie policy.

2. GENERAL PROVISIONS

2.1. The Terms and Conditions for Streamers specify in particular:

- a. The rules of using Travvil by Streamers,
- b. The rights and obligations of the Streamer
- c. The terms of order processing
- d. Payout methods
- e. Complaints
- f. Liability rules

2.2. The Terms and Conditions for Streamers are available on the Platform.

2.3. These Terms and Conditions apply to persons with a Streamer Profile on the Platform.

2.4. The Streamer may use Travvil only after having read the Terms and Conditions for Streamers and agreeing to comply with them. The lack of consent of the Streamer to accept the Terms and Conditions for Streamers means the inability to use the Platform and the inability to create a Streamer Profile and accept Orders.

2.5. By using Travvil, the Streamer accepts the Privacy and Cookie Policy of Travvil and Terms and Conditions of the Travvil platform for Users.

2.6. The Administrator reserves the right to block access to the Platform or its specific functions to Streamers who break the provisions of the Terms and Conditions, in particular by removing or blocking the Streamer Profile, as well as specific IP addresses. The Service Provider will notify the Streamer about the removal or blockade of the Streamer by e-mail to the e-mail address provided by the Streamer when creating the Streamer Profile, stating the reason for such action.

2.7. The Service Provider may at any time make changes to the Terms and Conditions for Streamers, the Privacy Policy or the Terms and Conditions of the Travvil platform for Users, about which it informs the Streamer via the Platform. The use of Travvil by the Streamer after changes have been made is tantamount to accepting of the new terms.

2.8. The Service Provider does not post any materials on the Platform or send direct messages to the Streamer, which could be understood as a submission of an offer as described by the Civil Code.

2.9. The Service Provider is the administrator of Streamers' personal data. The processing of personal data of Streamers, which was provided when setting up a Streamer Profile on the Platform, takes place in accordance with the principles set out in the Privacy Policy. The Service Provider also declares that the Streamers' personal database is subject to legal protection in accordance with applicable law.

3. TECHNICAL CONDITIONS FOR THE USE OF THE PLATFORM

3.1. To use the Platform, it is necessary to have an electronic device (e.g. a computer, phone, tablet) with Internet access and an updated version of the web browser, and in the case of mobile devices, the current operating system and the latest version of the Travvil Mobile Application.

3.2. Access to all functionalities of the Platform additionally depends on having an active e-mail account (e-mail address), an active mobile phone number, an active Streamer Profile on the Platform and / or an active social media account, as well as a bank account.

3.3. Access to some of the Platform's functionalities may depend on the installation of additional external plug-ins that enable the support of standards such as Flash, Silverlight, Java and others.

4. COPYRIGHT

4.1. The Video or Photo Content and any other materials created by the Streamer are the property of the Streamer until the Video or Photo Content are downloaded in the Travvil Mobile Application and the price for the Order is paid by the User in the Travvil Platform.

4.2. The Video or Photo Content becomes the property of the User upon downloading the Video or Photo Content in the Travvil Mobile Application and upon payment of the Order price. Upon payment

of the price and the download of the file, the proprietary copyrights to the Video Content or Photos are transferred from the Streamer to the User.

4.3. The price for the Order includes the remuneration for the Video or Photo Content and the transfer of proprietary rights to it.

4.4. The Streamer acknowledges and agrees that Travvil has no obligations towards them, except the obligation to transfer the funds for Orders completed correctly and without reservations.

5. RIGHTS AND OBLIGATIONS OF STREAMERS

5.1. A streamer may be a natural person over 18 years of age having full legal capacity.

5.2. The streamer may be a natural person who is under 18 years of age but is at least 13 years of age, provided that their parents / legal guardians give their consent. The consent must be provided by the Streamer at each Service Provider's request in the form of an electronic file to the e-mail address onboarding@travvil.com.

5.3. Streams may also be legal persons and organizational units to which the law assigns legal capacity. The Service Provider has the right to verify the data provided by Streamers in terms of their accuracy or current status. The service provider also has the right to verify whether the person is properly empowered to act on behalf of a legal person or organizational unit.

5.4. The Streamer is obliged to use the Platform and Mobile Application in accordance with the law and the principles set out in the Terms and Conditions for Streamers.

5.5. The Streamer commits not to take any actions that would in any way interfere with the functioning of the Platform and / or Mobile Application or its elements, in particular, it commits to refrain from any interference with the content of the Platform and / or Mobile Application or its technical elements.

5.6. It is forbidden to use the Platform and / or Mobile Application by the Streamer for purposes that are contrary to the law or to their intended purpose.

5.7. The Administrator reserves the right to block access to the Platform or its specific functions to Streams who break the provisions of the Terms and Conditions for Streamers, in particular by removing or blocking their Profiles, as well as specific IP addresses. The Service Provider will notify the Streamer about the removal or blocking of the Profile in an e-mail sent to the e-mail address provided when creating the Streamer Profile, stating the reason for such action.

5.8. The Service Provider may block the Streamer Profile for each breach of the Regulations. Streamer then loses the right to access Orders and funds for Orders. The service provider may impose blockages for the following periods:

- a. 30 minutes
- b. 2 hours
- c. one day
- d. one week
- e. one month
- f. for life, which is tantamount to deleting the Streamer Profile and the inability to sign up for a Streamer Profile in the future.

5.9. The Streamer commits to:

- a. record and send Video Content or Photos in accordance with the User's Order
- b. timely execute Orders
- c. complete Orders with a high level of quality and professionalism
- d. report to the Service Provider any abuse on the part of any User
- e. complete the Streamer Profile truthfully and with due diligence
- g. keep up-to-date and real data on the Streamer Profile

6. STREAMER PROFILE

6.1. The use of the Platform by the Streamer is subject to the Streamer accepting the Terms and Conditions for Streamers, the Travvil Platform Terms and Conditions for Users, the Privacy Policy and the creation of a Streamer Profile on the Travvil Platform.

6.2. Creating a Streamer Profile enables the Streamer to use the Platform, i.e. the ability to accept Orders, record and send Video or Photo Content, access the Order history and payment information.

6.3. The creation of the Streamer Profile consists of filling in the form on the Travvil Platform, accepting the Privacy Policy and both Terms and Conditions. The streamer may also consent to receive the Newsletter and marketing messages.

6.4. When creating and completing the Streamer Profile, the Streamer is required to provide true and up-to-date information, including an active e-mail address and mobile phone number. The service provider verifies the data provided. The verification of the phone number consists in entering the code sent by SMS to the provided number. The next step is to provide the bank account details to which the funds obtained for the completed Orders in Travvil will be transferred and the ID card number.

Providing incorrect data will make it impossible to create the Streamer Profile and to use the Platform. If the Streamer is a company, they are obliged to provide their true and up-to-date information, such as e-mail address, company name, company address, tax identification number, bank account number. Signing in to the Streamer Profile takes place by providing one's e-mail address and password.

6.5. If the Service Provider detects that incorrect data have been entered, the Service Provider may block the Streamer Profile for an indefinite period.

6.6. The Streamer is obliged to update its data on the Streamer Profile if it changes. The Service Provider is not responsible for events resulting from the failure of the Streamer to update their information.

6.7. Travvil may make the registration of a Streamer Profile conditional on the validation of the data provided by the Streamer when creating a Streamer Profile. The Service Provider may, in particular, ask the Streamer to verify the data. In this regard, Travvil is entitled to verify the Streamer registration requests by asking them to provide documents or files which certify the accuracy of the information provided.

6.8. Once the registration of the Streamer Profile is confirmed by Travvil, an Agreement is concluded between the Streamer and Travvil.

6.9. The Streamer may only use one Streamer Profile and may not share their Streamer Profile with others.

6.10. The Streamer cannot use a Streamer Profile belonging to another Streamer.

6.11. The Streamer is obliged to protect their password to the Streamer Profile and to not share it with third parties.

6.12. The Streamer Profile may be removed by the Streamer at any time by submitting a declaration via e-mail from the e-mail address used by the Streamer on the Streamer Profile to the e-mail address: onboarding@travvil.com. The Streamer Profile deletion takes place within two business days. Deleting the Streamer Profile will permanently delete the Streamer Profile from the Platform, data and information regarding the Streamer, their Orders and Users.

6.13. Removal of the Streamer Profile also removes the Video or Photo Content posted on the Platform. The Streamer acknowledges that Travvil cannot limit the use of existing Video Content or Photos sent to Users. Travvil is not obliged to remove the existing Video or Photo Content of the Streamer from social channels, websites or third-party platforms to which the Video or Photo Content has been previously posted.

6.14. Travvil may delete the Streamer Profile in the following cases:

1. The Streamer breaches the terms of these Terms and Conditions for Streamers
2. The Streamer takes actions to the detriment of Users, other Streamers or Travvil
3. The Video or Photo Content is of low quality or not in accordance with the Order
4. The Service Provider has doubts as to the reliability of the Streamer
5. The Streamer fails to fulfill their obligations required by law, in particular in the field of consumer rights
6. There are circumstances that may be considered as an act of unfair competition or unfair market practice, committed by the Streamer within the Platform.

6.15. Travvil will notify the Streamer of the deletion of the Streamer Profile in an email sent to the e-mail address used by the Streamer on the Streamer Profile, stating the reason for such action.

6.16. The Service Provider may also delete the Streamer Profile, on which there has been no activity for a period of more than 12 months. The information about the planned deletion of the Streamer Profile due to inactivity will be sent to the Streamer by e-mail to the address used by the Streamer on the Streamer Profile. This does not exclude the possibility of creating a new Streamer Profile in the future.

7. ORDERS

7.1. Orders can be accepted by a Streamer with a Streamer Profile.

7.2. The Streamer selects an Order for a Video or Photo Content to complete among Orders submitted by Users.

7.3. Accepting orders is done on the "first come first served" basis. One Order is performed by one Streamer.

7.4. The Streamer that has accepted the Order is obliged to fulfill it. The Streamer may, however, resign from the completion of the accepted Order and accept another. The incomplete Order returns to the Order pool and may be accepted by another Streamer.

7.5. The Streamer may accept the next Order only after having completed the Order which had been accepted earlier.

7.6. By accepting the Order, the Streamer consents to record and transfer the Video or Photo Content via Travvil.

7.7. The Streamer completes Orders in accordance with the Order details indicated by the User.

7.8. In a situation where the Streamer accepts an Order, records and sends a Video or Photo Content via Travvil which the User rejects and as the reason for the rejection the User states non-compliance with the User's Order and/or files a complaint to the Service Provider, Travvil has the right to block the Streamer's access to Orders according to point 5.8 of these Terms and Conditions and to suspend the transfer of funds.

7.9. The Streamer interacts with Users only through the Platform. Travvil may, at its sole discretion, intervene in any dispute, to which the Streamer agrees.

8. VIDEO OR PHOTO CONTENT

8.1. The Video or Photo Content is the Streamer's response to the User's Order. The Streamer is responsible for the quality of the Video or Photo Content and for the compliance of the Video or Photo Content with the User's Order.

8.2. The duration of the Video Content ranges from 10 to 360 seconds and depends on the time specified in the Order by the User. As part of the Photo Content Order, it is possible to send 6 photos, and as part of the Video and Photo Content Order, one video and one photo can be sent.

8.3. The Video or Photo Content must meet the requirements of the User's Order. In the event the Video or Photo Content produced is non-compliant with the User's Order, Travvil has the right to block the Streamer's Profile based on the rules stated in point 5.8 of these Terms and Conditions.

8.4. The Video or Photo content recorded by the Streamer may not contain any message that could be illegal or morally insulting or threatening, nor may it contain hate speech, pornography or be otherwise objectionable.

8.5. The Streamer declares that:

1. They accept the provisions of these Terms and Conditions for Streamers
2. By accepting the Order, they accept all its conditions and will perform the Order in a correct, reliable and high-quality manner and after completion they will send the Video or Photo Content to the Travvil Platform
3. They completed the Order by themselves
4. They are responsible for the completion of the accepted Order and its quality
5. They are in possession of all copyrights to the Video or Photo Content that they send to the User via the Platform
6. The Video or Photo Content sent to the User via the Platform does not infringe in any way the intellectual property rights, privacy laws or other rights of third parties nor does it violate any laws, regulations, orders or injunctions
7. They will not publicly or privately publish any Video or Photo Content created to the User's Order and will not ask Travvil or the User for the permission to publish it
8. They agree that once the Order is completed and the Video or Photo Content files are downloaded by the User copyrights to it are passed onto the User

9. They agree and accept the fact that the price for the Order includes the creation of a Video or Photo Content and the transfer of copyrights to it
10. The actions of the Streamer do not violate any contract to which the Streamer is a party nor any prohibition
11. They will not contact any User whose information has been obtained via Travvil, except for sending Video Content or Photos via the Platform
12. They will not provide their contact details to any User, nor will they send any goods or products or any other materials to any User, other than those permitted in these Terms and Conditions for Streamers. They will not send Users any advertisements, newsletters, spam or other messages.

8.6. The Service Provider reserves the right to refuse to send the Video Content or Photo to the User if the material received from the Streamer does not comply with the User's Order, is of poor quality, contains any message that could be illegal or morally insulting or threatening, or may it contain hate speech, pornography, be otherwise objectionable or for any other important reason.

9. PRICE, CHARGES AND BILLING

- 9.1. By accepting the Order, the Streamer accepts the suggested price for the Order. The price for the Order is determined by the User. The price cannot be lower than the minimum price set by Travvil in the country concerned. The price is expressed in gross amount and includes VAT in the amount specified by applicable regulations.
- 9.2. The Service Provider deducts a Fee for Travvil from the gross price of the Order in the form of a commission. The commission is 30% of the price of the executed Order to which the Streamer agrees.
- 9.3. The basis for settlements between the Streamer and Travvil is the gross sum of the prices of completed Orders for Users.
- 9.4. Travvil is entitled to change the amount of the Fee, which does not constitute an amendment to the Agreement with the Streamer. The Streamer will be informed about the change of the amount of the Fee via e-mail to the e-mail address in use on the Streamer Profile within 7 days before the new Fee becomes effective. If the Streamer does not terminate the Agreement with Travvil until this time or does not delete the Streamer Profile, it means that the Streamer has accepted the new Fee. Acceptance of the new Fee does not require any action from the Streamer.
- 9.5. The Streamer authorizes Travvil to produce billing documents on behalf of the Streamer for the Orders completed using the Travvil Platform, on the basis of which the Streamer will be remunerated by Travvil.
- 9.6. Billing documents for the Streamer will be sent to the e-mail address provided by the Streamer during the set-up of the Streamer Profile.
- 9.7. Billing documents for the Streamer will be issued once per month that is on the last working day of the month. The billing documents will include the amounts for completed Orders lessened by the Travvil commission fee billed for the usage of the Platform by the Streamer.

9.8. The Streamer's remuneration payable to them based on the completed Orders will be sent to the bank account provided by the Streamer in the Streamer Profile. The final payout amount for the Streamer will be lessened by the fees payable to Stripe – the payment infrastructure operator. In order for the funds to be transferred, the Streamer must request the payout of funds to the bank account. The funds will be sent within 7 days from the date of the request. The minimal value of the transfer to the Streamer cannot be less than 10€, which is associated to the terms and conditions of payments and the table of fees and commissions of the payment operator Stripe.

9.9. Travvil is not responsible for any contributions, payments, taxes or deductions for social security and pensions required by law or any other institution, and any deductions for income tax. They are the sole responsibility of the Streamer.

10. EXCLUSION OF TRAVVIL'S LIABILITY

10.1. No content in the Video or Photo Content recorded by the Streamer may be confidential, proprietary, and it may not contain any data, information, content or images that is illegal or confidential or to which the Streamer has no rights and / or to which the Streamer does not have the right to disclose.

10.2. No Video or Photo Content will be subject to a confidentiality obligation by Travvil, Users or any third party.

10.3. The Service Provider shall not be liable for any use or disclosure of the Video or Photo Content recorded and sent by the Streamer that is contrary to the Terms and Conditions for Streamers or the Terms and Conditions of the Travvil platform for Users. The Service Provider is not responsible for the usage and disclosure of the Video or Photo Content by the User.

10.4. Travvil shall not be liable for any damages, claims and liabilities arising from the recording and transmission of Video or Photo Content.

10.5. In the event that the User or a third party makes any claims against Travvil related to the Video Content or Photos recorded by the Streamer, the Streamer commits to:

- a. exempt Travvil from the obligation to pay any fees, damages or remedies for the infringement of any laws or goods of third parties
- b. to cover costs incurred by Travvil that were adjudged by the Court or other authority or other costs related to the obligation to remove the consequences of violations, in particular the costs of submitting a public statement in an appropriate form and with proper content
- c. to cover the costs incurred by Travvil in connection with any claims by the User or a third party (including claims for relinquishment) related to the Video or Photo Content sent by the Streamer, in particular costs for legal support.

10.6. The Service Provider is responsible for the proper functioning of the Travvil Platform and the Mobile Application.

10.7. The Service Provider is not responsible for interruptions and disruptions in the functioning of the Platform and Mobile Application related to the functioning of the server operator and / or force majeure.

10.8. The Service Provider reserves the right to interrupt the operation of the Platform for technical reasons (e.g. in connection with the maintenance, modernization, hardware inspection or replacement, software update).

10.9. The Service Provider is not responsible for the actions of Streamers and / or third parties in terms of violating the Terms and Conditions of Streamers, providing false data, providing a login and / or password to third parties, the operation of malicious / harmful software unlawfully introduced into the Platform and / or the Mobile Application.

10.10. The Service Provider is not responsible for the actions of third parties resulting from unlawful access to personal data or to the data of Streamers.

11. COMPLAINT PROCEDURE

11.1. The User has the right to submit a complaint related to the Video or Photo Content recorded by the Streamer.

11.2. Complaints from Users are recognized by the Service Provider.

11.3. If the User submits a complaint to the Video Content or Photos recorded by the Streamer, the Streamer commits to immediately take his position in relation to it, not later than within 4 days of its receipt. The Streamer is contacted with the Service Provider via the e-mail address used by the Streamer on the Streamer Profile.

12. FINAL PROVISIONS

12.1. Any disputes that may arise in connection with the use of the services on the Platform, the provision of Travvil Services or the application of these Terms and Conditions for Streamers will be resolved amicably. If no agreement is reached, the dispute will be resolved by a common court having jurisdiction over the Service Provider's headquarters. The above does not infringe consumer rights.

12.2. The Privacy and Cookies Policy of Travvil and the Terms and Conditions of the Travvil platform for Users supplement the Terms and Conditions for Streamers and can be found on the following websites:

1. Privacy and Cookie Policy: www.travvil.com/home/privacy
2. Regulations of the Travvil platform for Users: www.travvil.com/home/terms

12.3. Terms and Conditions for Streamers, as well as other documents referred to therein, such as the Terms and Conditions of the Travvil Platform for Users and the Privacy Policy, are subject to the provisions of law in force in the Republic of Poland.

12.4. Any comments, opinions or information about violations of the Terms and Conditions for Streamers should be sent to the e-mail address: onboarding@travvil.com

12.5. To avoid any doubts, it is stated that none of the provisions of the Terms and Conditions for Streamers limit the Streamer's rights under the applicable Polish law, including rights resulting from legal provisions regarding consumer rights. In the event of non-compliance of the provisions of the Terms and Conditions for the Streamer with the applicable laws, these provisions of the Terms and Conditions for the Streamer, which violate generally applicable legal standards, do not apply to the Streamer, and the Streamer will immediately inform the Service Provider of any non-compliance

found. In place of the non-compliant provision, the standard closest to the purpose of the non-compliant provision and the entire Terms and Conditions for Streamers will apply. The remaining provisions of the Terms and Conditions for Streamers remain valid and effective for the Streamer.

12.6. The Service Provider may at any time change these Terms and Conditions for Streamers, as well as the documents referred to therein, such as the Terms and Conditions of the Travvil Platform for Users and the Privacy Policy in the event of a change in the law or a change in the functionality of the Platform or of the Mobile Application or in the case of the improvement in the service of Streamers and / or Users or at the discretion of the Service Provider. A Streamer with a Streamer Profile will be informed about such changes by e-mail 7 days before the new version becomes effective. No objection to the contents of the new version of the document is tantamount to its acceptance. The objection to the new version of the document is tantamount to the inability to continue using the Platform and the deletion of the Streamer's Profile.

12.7. The amendment to the Terms and Conditions for Streamer, the Terms and Conditions of the Travvil Platform for Users or the Privacy Policy does not affect the execution of Orders and Travvil services provided before the change.

12.8. The Regulations are available at www.travvil.com.

12.9. The Regulations are valid from August 21, 2020.