

Travvil Terms and Conditions

TERMS AND CONDITIONS OF THE TRAVVIL PLATFORM for Users

These Terms and Conditions define the conditions of using the Internet service found at www.travvil.com and the Travvil mobile application found on the Google Play Store and on the App Store by Users.

1. DEFINITIONS OF TERMS USED

The terms used in this document have the following meanings:

1.1. **Platform / Travvil** - an online platform available at www.travvil.com and the Travvil Mobile Application, owned and administered by the Service Provider, through which he provides electronic services.

1.2. **Travvil Mobile Application** - Travvil mobile software, operating on mobile devices, under which the Platform's services are provided by the Service Provider.

1.3. **Service Provider / Administrator - website owner**: STARTUPBASIS POLSKA Spółka z ograniczoną odpowiedzialnością with its registered office in Zielona Góra, ul. Bursztynowa 16, 65-012 Zielona Góra, entered into the Register of Entrepreneurs kept by the District Court for Zielona Góra, 8th Commercial Department of the National Court Register [Sąd Rejonowy w Zielonej Górze VIII Wydział Gospodarczy Krajowego Rejestru Sądowego] under the number KRS 0000827968, with share capital of PLN 6,700.00, paid in full, Tax Identification Number [NIP] 929 20 31 873, National Business Registry Number [REGON] 385499030.

1.4. **Service** - a service provided by the Service Provider, consisting in enabling the User to view the functionality of the Platform and allowing the User to place an Order for a personalized Video or Photo Content, fulfilled by the Streamer, and then after the Order is completed by the Streamer, allowing it to be downloaded directly to a mobile device in the form of the User's mobile phone or tablet.

1.5. **User (Customer)** - a natural person, legal person or organizational unit to which the law assigns legal capacity, using Travvil on the terms specified in these Terms and Conditions, who visits the Platform or who has created an Account on it and places an Order.

1.6. **Order** - a personalized order placed by the User for Video or Photo Content, carried out by the Streamer via Travvil, constituting the Agreement.

1.7. **Agreement** - an agreement between the Service Provider, User and Streamer to create personalized Video or Photo Content by the Streamer based on the instructions provided by the User in the Order, implemented with the help of Travvil. The details of the agreement are defined by these Terms and Conditions.

1.8. **Streamer** - a person creating Video Content or Photos for the User based on the Order placed.

1.9. **Video or Photo Content** - a video recording or photos or a video recording and photos, created by the Streamer, constituting the subject of the User's Order, sent and made available to the User via the Travvil Platform.

1.10. **Streamer profile** - a collection of information, data and other elements presenting and describing a given Streamer, provided by the Streamer voluntarily and independently.

1.11. **Account** - a place on the Platform, created by the User, available to him after logging in (entering the login and password), in which data entered by the User and the history of their Orders and payments are available.

1.12. **Terms and Conditions** - these Terms and Conditions for the provision of services and the use of the Travvil Platform.

1.13. **Terms and Conditions for the Streamer** - separate Terms and Conditions for the provision of services and the use of the Travvil Platform by Streamers.

1.14. **Privacy Policy** – Travvil privacy and cookie policy.

2. GENERAL PROVISIONS

2.1. The Terms and Conditions define in particular:

1. The rules of using Travvil by Users
2. The rights and obligations of the User and the Service Provider
3. The rules for setting up an account and placing orders by Users
4. The terms of order processing
5. The complaint procedure
6. Liability rules

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

2.3. The Terms and Conditions apply to Users visiting the Platform, as well as to Users who have an Account on the Platform. Persons using the Platform as Streamer are subject to separate Terms and Conditions for the Streamer.

2.4. The User may use Travvil only after reading the content of these Terms and Conditions and agreeing to comply with its terms. The lack of User's consent to the Terms and Conditions means the inability to use the Platform and the inability to create an Account and place Orders.

2.5. By using Travvil, the User accepts the Privacy and Cookie Policy of Travvil.

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

2.7. The Service Provider may at any time make changes to the Terms and Conditions, the Privacy Policy or the Terms and Conditions for the Streamer, about which he informs the Users via the Platform. The usage of Travvil after changes have been made means acceptance of the new terms.

2.8. The Service Provider does not post any materials on the Platform or send messages to the User 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 Users' personal data. The processing of Users' personal data, which was provided when creating an Account on the Platform and / or placing an Order, takes place in accordance with the principles set out in the Privacy Policy. The Service Provider

also declares that the Users' personal database is subject to legal protection in accordance with applicable law.

3. TECHNICAL REQUIREMENTS 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.

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 Account on the Platform and / or an active account in social media, as well as a payment card.

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 Travvil Platform and the Travvil Mobile Application are protected by copyright, in particular in terms of design, content, graphics, as well as Streamer materials published on the Platform.

4.2. The User may not copy or use all or part of any information, data or any other elements of the Platform and the Travvil Mobile Application without the prior consent of the Service Provider. The exceptions are cases of fair use resulting from the Law of February 4, 1994 on copyright and related rights.

4.3. The Video or Photo Content ordered by the User becomes the property of the User upon downloading the Video or Photo Content file and upon paying the price for the Order. Upon payment of the price and downloading the Video or Photo Content file, the proprietary copyrights to the Video or Photo Content are transferred from the Streamer to the User.

5. USERS

5.1. Users may be natural persons of legal age who have full legal capacity. Users may also be minors who are at least 13 years of age, but only with the consent of their parents / legal guardians. The consent must be provided by the User's parents / legal guardians at each request of the Service Provider. The consent signed by the User's parents / legal guardians must be sent by the Streamer in the form of an electronic file to the e-mail address onboarding@travvil.com upon each request of the Service Provider.

5.2. Users 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 indicated by these Users in terms of their accuracy or timeliness.

5.3. The User is obliged to use the Platform and Mobile Application in accordance with the law and the principles set out in these Terms and Conditions.

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

5.5. It is forbidden to use the Platform and / or Mobile Application by the User for purposes contrary to the law or for their intended purpose.

6. SIGNING UP FOR AN ACCOUNT

6.1. Access to all functionalities of the Platform is possible after the User accepts the terms of the Terms and Conditions, the Privacy Policy and creates an Account on the Travvil Platform.

6.2. Creating an Account by the User on the Platform allows you to place Orders.

6.3. Creating an Account consists in filling in the form in the Travvil Platform, accepting the Privacy Policy and the Terms and Conditions. The User may also consent to receive the Newsletter and marketing messages.

6.4. When creating an Account, the User is required to provide true and current information, including an active e-mail address and mobile phone number. It is also necessary to provide payment card details that will be used to pay for the Order. Providing incorrect data will make it impossible to set up an Account or use the Platform. When creating an Account, the User also sets a password to the Account. The User then receives a verification e-mail with a link from Travvil. After clicking on the link, the User's Account is verified and activated. The User may use Travvil and place Orders. The User must provide their e-mail address and password when signing in to the account.

6.5. When using the Account, the User is obliged to update their data, if they change. The Service Provider is not responsible for an incomplete Order or the User's inability to receive a completed Order as a result of the User's failure to update the data.

6.6. If the Account is created by a User who is not a natural person, the User declares that they act on behalf of and for the benefit of a legal person or organizational unit and is properly authorized to act on its behalf.

6.7. The User may not use the accounts of other Users and may not make his Account available to other people.

6.8. The User is obliged to protect his Account password and not to disclose it to third parties.

6.9. After creating an Account, the User has the option to create their own profile. The User also has access to the history of their Orders and payments.

6.10. The User may at any time delete their Account from the Platform. The Account is deleted by submitting a statement via e-mail from the e-mail address used by the User to create the Account to the e-mail address: onboarding@travvil.com. Account deletion takes place within one business day. Deleting an Account results in the permanent deletion of the Account from the Platform and all data and information concerning the User and his Orders. Removal of the Account does not exclude the possibility of creating a new Account in the future.

7. PLACING ORDERS

7.1. To place an Order, it is necessary to have an active Account on the Travvil Platform.

7.2. Placing an Order constitutes an agreement between the Service Provider, the User, and the Streamer for the creation by the Streamer of a personalized Video or Photo Content ordered by the User, sending it via the Platform to the User and downloading it via the Platform by the User.

7.3. Placing an Order by the User consists each time of the following steps:

1. The User signs into the Application and enters the main Application screen.
2. The User marks the location of interest on the Google Map and / or typing the address and selecting additional data:
 - a. Building
 - b. Hotel
 - c. Person
 - d. Item
 - e. Area (beach, forest, street)
 - f. Movement, action
3. Approval of the location.
4. The User provides order details:
 - a. Order processing time
 - b. Length of the material (video length, number of photos)
 - c. Type of photo / video / photo and video material
 - d. Order price (no less than the minimum order amount set in a given country)
 - e. Description of the order (maximum 360 characters)
5. Approval and submission of the Order.
6. Funds are blocked on the payment card.
7. From the moment of placing the Order, the User's Order will have the appropriate status:
 - a. pending
 - b. in progress
 - c. done
 - d. not performed
8. The Service Provider sends a confirmation of the terms of the placed Order to the User as a push notification.
9. The Streamer completes the Order and sends the ordered Video or Photo Content to the Platform.
10. The Service provider charges the User's payment card for the completed Order.
11. The User receives a link to the appropriate site on the Platform that allows the ordered Video or Photo Content to be downloaded.
12. The User downloads the ordered Video Content or Photos from the Travvil Platform.

7.4. The User may place an Order for a Video Content, Photo Content or Video and Photo Content. 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 receive a maximum of 6 photos, and as part of the Video and Photo Content Order, it is possible to receive one Video and one photo.

7.5. The User sets the price for the Order. The user can enter any amount, not less than the minimum order price set in a given country. If the price for the Order is not attractive to Streamers, they have the

option of informing the User about it. Then the User receives a notification with a proposal to increase the amount. The User is not obliged to increase the amount for their Order.

7.6. The amount specified in the Order by the User as the price will be blocked on the User's payment card at the time of placing the Order. After completing the Order and accepting the files received by the User, the amount will be charged to the account.

7.7. After placing the Order, the Service Provider searches for Streamers located near the location indicated by the User. The streamer who accepts the Order first is obliged to complete it.

7.8. Orders are processed by Streamers according to the Terms and Conditions for Streamers.

7.9. After the Streamer has completed the Order and the Video Content or Photos has been sent to the Platform, the User's payment card will be charged with the amount specified in the Order form when placing the Order. After the Service Provider has collected the funds for the Order from the User's payment card, the User receives a link to the appropriate site on the Platform allowing to download the ordered Video or Photo Content.

7.10. In the event when the time specified in the Order lapses and the Order has not been completed by any Streamer, the User is informed by the Service Provider. The User may make changes to the Order or cancel it, otherwise such Orders are deleted by the Service Provider and the blocked funds on the User's payment card are released.

7.11. If the Order is not completed or the Order is deleted by the User, the funds on the payment card will be released within a maximum of 7 days (14 days for Mastercard cards).

7.12. If there are no funds on the payment card indicated by the User and the Service Provider cannot block funds on the payment card, the User shall not place an Order.

7.13. The User may not submit Orders, the completion of which could be immoral or against the law. In particular, it is forbidden to place Orders that could be offensive, threatening, include hate speech, pornography or could be otherwise objectionable.

7.14. The User has no restrictions as to the number of Orders placed.

8. VIDEO CONTENT OR PHOTOS

8.1. After the completion of the Order by the Streamer, the User receives a link to the ordered Video Content or Photos on the Platform. The link is sent to the e-mail address provided when creating the Account or via SMS to the telephone number provided when creating the Account or via the application itself. The link to download the ordered Video or Photo Content is active for a period of 14 days. The link will expire after 14 days.

8.2. The Video or Photo Content may be used by the User only in any manner that does not break the applicable laws.

8.3. To download and display the Video or Photo Content, it is necessary to meet the technical requirements described in Section 3 "Technical Conditions for Using the Platform" of these Terms and Conditions.

8.4. The User is not obliged to download the ordered Video or Photo Content.

8.5. If the Order is completed and the User does not download the Video or Photo Content, the User receives a reminder about the possibility of downloading the material two days before the link expires.

9. PAYMENT FOR THE ORDER

9.1. The User specifies the price for the Travvil Service in his Account when placing the Order. The price is expressed in gross amount and includes VAT in the amount specified by applicable law. The price cannot be lower than the minimum price set in a given country.

9.2. The User commits to pay the price for the Travvil Service indicated in the Order.

9.3. Payments for Travvil Services are made through payment cards. The payment operator is Stripe, an external payment system based in San Francisco, CA.

9.4. Pre-authorization of payments (blocking funds for payment) does not require the physical presence of the card. Pre-authorization is made on the basis of the card details provided by the User. Pre-authorization consists of blocking funds on the User's card account for a maximum period of 7 days (14 days for Mastercard cards). Pre-authorization takes place upon submission and approval of the Order.

9.5. Payment for the Travvil Service is collected from the bank account assigned to the payment card number provided by the User in the Order form. The payment is collected at the time of the completion of the Service, i.e. when the link with the Video or Photo Content is sent to the User.

9.6. An invoice is issued at the User's request. Otherwise, the User receives confirmation of the terms of the Order in a message on their User Account on the Platform.

10. WITHDRAWAL FROM THE AGREEMENT

10.1. A User, who is legally a consumer, may withdraw from the Agreement on the basis of general legal provisions, without giving any reason, within 14 days from the date of its conclusion, no later than after the Order is accepted for execution. The deadline is considered met if the User sends a declaration of withdrawal from the Agreement before its expiry.

10.2. The right to withdraw from a contract concluded outside the business premises or remotely is not available to the consumer in relation to contracts for the supply of digital content that is not recorded on a tangible medium, if the completion of the order began with the express consent of the consumer before the deadline to withdraw from the contract and after having been informed by the Service Provider that the right to withdraw from the Agreement has been voided.

10.3. The User hereby acknowledges and agrees that if the Order is fulfilled before the deadline to withdraw from the Agreement, the User loses the right to withdraw from the Agreement.

11. DISCLAIMER OF LIABILITY

11.1. The Service Provider is responsible for the proper functioning of the Platform and Mobile Application and provides the ICT infrastructure for this purpose.

11.2. 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.

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

11.4. The Service Provider is not responsible for the actions of Users and third parties in the field of violation of the Terms and Conditions, providing false data, sharing login details and / or passwords to third parties, the operation of malicious / harmful software unlawfully introduced to the Platform and / or to the Mobile Application.

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

11.6. The Service Provider is not responsible for the usage and disclosure of the Video and Photo Content by the User.

12. COMPLAINT PROCEDURE

12.1. In the event of errors or defects in the functioning of the Platform or the Services provided, the User should immediately notify the Service Provider of this fact. The user also has the right to file a complaint. The complaints may in particular concern Orders and the actions of the Streamer.

12.2. Complaints may be submitted by post to the address of the Service Provider or by e-mail. All contact details of the Service Provider necessary to submit a complaint, including the address of the registered office and e-mail address, are available on the Platform.

12.3. The complaint should be submitted within 5 days from the date of the event which is the basis for the complaint.

12.4. The complaint should contain at least:

- a. The date of the defect in the functioning of the Platform or the services provided, the type and detailed description of the issue,
- b. User's contact details, enabling the Service Provider to reply.

12.5. In order to recognize the complaint, the Service Provider may ask the User for additional information.

12.6. Complaints are examined no later than within 5 business days from the date of receipt of the full notification. In special cases, this deadline may be extended, for instance when the complexity of the complaint makes it impossible to resolve it within the indicated period. In this case, the User will be informed by e-mail about the new deadline for resolving the complaint.

12.7. The User will receive a reply to the address provided in the complaint about the method of resolution of the complaint.

13. FINAL PROVISIONS

13.1. Any disputes that may arise in connection with the use of the Platform, the provision of Travvil Services or the application of these Terms and Conditions 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 seat. The above does not infringe consumer rights.

13.2. The Travvil Privacy and Cookies Policy and the Terms and Conditions for Streamers supplement the Terms and Conditions and can be found at:

1. Privacy and Cookie Policy: www.travvil.com/home/privacy

2. Terms and Conditions for Streamers: www.travvil.com/home/talentTerms

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

13.4. Any comments, opinions, information about the violation of the Terms and Conditions should be sent to the e-mail address: onboarding@travvil.com

13.5. To avoid doubt, it is stated that none of the provisions of the Terms and Conditions limit the User's rights that he is entitled to under the applicable provisions of Polish law, including the rights resulting from the applicable law regarding consumer rights. In the event of non-compliance of the provisions of the Terms and Conditions with applicable law, these provisions of the Terms and Conditions violating generally applicable legal standards shall not apply to the User, and the User shall immediately inform the Service Provider of any non-compliance found. In place of the invalid provision, the standard closest to the purposes of the invalid provision and the entire Terms and Conditions will apply. The remaining provisions of the Terms and Conditions remain valid and effective for the User.

13.6. The Service Provider may at any time change these Terms and Conditions, as well as the documents referred to therein, such as the Terms and Conditions for Streamers and the Privacy Policy in connection with a change in the law or a change in the functionality of the Platform or Mobile Application or improvement of User service or at its discretion. Users who have an Account will be informed about such changes by e-mail 7 days before the entry into force of the new version. No objection to the content of the new version of the document means its acceptance. Submitting an objection to the new version of the document is tantamount to the inability to continue using the Platform and deleting the User Account.

13.7. Changing the Terms and Conditions, Terms and Conditions for Streamers or Privacy Policy does not affect the execution of Orders and Travvil services provided before the change.

13.8. The Terms and Conditions are available at www.travvil.com.

13.9. The Terms and Conditions are valid from August 21, 2020.