

TERMS AND CONDITIONS

OuuKee

1. Who We Are

- 1.1 Ouukee is a global online platform providing a virtual place for any platform user to issue a Challenge (as defined below) with specified requirements to be fulfilled and for other platform users to take part in such challenge by way of uploading the videos to the platform proving fulfilment of particular set of requirements and conditions specified in the challenge (**Platform**). The Platform may be accessed and used as a mobile application, as available from time to time, and via the Provider's website, while not all of the features may be accessible in all versions.
- 1.2 The Platform is operated by the Czech limited liability company Go Social s.r.o., Id. No. 08883653, with registered office at Lidická 700/19, Veveří, 602 00 Brno, registered in the Commercial Register kept with the Regional Court in Brno under file no. C 115974 (**Provider**).

2. Terms and Conditions

- 2.1 These terms and conditions (**TC**) apply within the meaning of Section 1751 of Act No. 89/2012, Civil Code, as amended and determine (i) the rights and obligations resulting from using the Platform by any Platform user (**User**) between the Provider and the User and (ii) unless expressly agreed otherwise between the Users also the rights and obligations between a User issuing a Challenge on one side and User or Users fulfilling the Challenge on the other side. By registration and each use of the Platform the User / Partner agrees to be bound and accepts such TC.
- 2.2 The Provider may unilaterally amend these TC (including any terms and conditions referred to in these TC and attached as Annexes). Any amendment to the TC comes into effect upon its publication on the Platform. By each use of the Platform by the User / Partner following the publication of the Amended TC, the User / Partner agrees to be bound and accepts such amended TC.
- 2.3 Capitalized terms used hereof shall the following meaning:

Bounty	shall have the meaning as defined in Section 4.1
Fees	shall have the meaning as defined in Section 5.1
Issuer	shall have the meaning as defined in Section 4.1
License	shall have the meaning as defined in Section 8.3

OuuKee Account	means a User account created on the Platform
Partner	of any Challenge means any User or other third party related to such Challenge by any means, for example by way of of any product or service of such third party or its affiliates being used, shown or otherwise referred to in such Challenge
Platform	shall have the meaning as defined in Section 1.1
Privacy Policy	shall have the meaning as defined in Section 7.1
Provider	shall have the meaning as defined in Section 1.2
Provider IP	shall have the meaning as defined in Section 8.1
Purpose	shall have the meaning as defined in Section 8.3
TC	shall have the meaning as defined in Section 2.1
User	shall have the meaning as defined in Section 2.1
Vibes	means the Platform in-app currency, if such features is available via the Platform
Video Content	shall have the meaning as defined in Section 8.2

3. Use of the Platform

- 3.1 Each User may access the Platform through his / her Ouukkee Account created on the Platform by filling in the required details. The User agrees to fully and accurately provide the information requested when setting up the Ouukkee Account and to regularly update such information without undue delay of any change in any such information.
- 3.2 The User may decide at any time to request the deletion of his / her Ouukkee Account. In such a case, the Ouukkee Account shall be deleted within 5 business days following the User's request placed in the Ouukkee Account's settings.
- 3.3 Following logging in the Ouukkee Account the User may (i) take part in available Challenges on the Platform by selecting the particular Challenge and by uploading a video content relating to the Challenge that evidences User's involvement and fulfilment of the corresponding set of requirements, (ii) issue the Challenge on his / her own terms pursuant

to Section 4 of TC, (iii) watch videos uploaded by other Users, and (iv) interact with other Users by means available at the Platform from time to time.

4. Issuance of the Challenge

- 4.1 Any User may issue a Challenge provided that it does not violate any obligation under these TC and under applicable laws (**Issuer**). The Challenge is issued by filling in the appropriate information in the form available in the Ouukkee Account. The Issuer must specify the set of requirements necessary to fulfill the Challenge, as well as to select whether there is any remuneration, for having successfully fulfilled the Challenge requirements, payable in Vibes, the Platform in-app currency (**Bounty**). The User must select another User or Users who are being challenged and only such User or Users may participate in the Challenge. If such an option is available, the User may issue a Challenge as a public one. In such a case the User may also include a limit of participating Users that would qualify for the Bounty by first completing the Challenge.

5. Fees and Payments

- 5.1 The User may access and use the Platform free of charge. To be able to issue Challenges for Bounties and use other premium features of the Platform, the User needs to acquire the Vibes - Platform in-app currency - via in-app purchases.
- 5.2 If the Platform expressly allows such option and the User reaches an amount of Vibes indicated for such purpose in the Platform, the User may be allowed to sell the Vibes to the Provider, subject any additional terms of such resale indicated on the Platform, in particular for a price indicated for such purpose on the Platform.

6. Code of Conduct / Rights and Obligations of Users

- 6.1 No User is permitted to issue a Challenge, and no User is permitted to upload or share any content, which:
- (a) infringes any intellectual property rights and industrial rights, in particular the copyright and related rights, rights to trademarks, business name;
 - (b) encourages to committing a crime or other illegal doing or approves of a crime or other illegal doing;
 - (c) encourages to hatred against a group of people or towards restricting their rights and liberties, or defame nationality, ethnic origin, race and/or belief or supports or promotes a movement that demonstrably aims at suppressing the right and liberties of human;
 - (d) breaches the confidentiality obligation imposed by law or a business secret of a third party;
 - (e) spreads harmful files and/or information, in particular viruses, trojan horses, backdoors, or any other malware;
 - (f) includes any pornographic work, or other content which could disturb the healthy development or moral education of minors;

- 6.2 In the event of any breach of the TC by the User, the Provider is entitled to immediately deactivate such OuuKee Account and remove the particular content from the Platform.
- 6.3 The User is entitled to use the Platform solely for the purposes anticipated by TC in compliance with the TC, Code of Conduct and any other terms or codes referred to hereof. The User is prohibited to change, modify, reverse engineer, reproduce or otherwise interfere in any part of the Platform. The Provider reserves all rights with respect to any trademarks, logos, copyright-protected works, designs or any other works or subjects of intellectual property or industrial property appearing on the Platform. By providing access to the Platform, the Provider shall not provide any sort of license or a right of use of any such trademark, design, copyright-protected works, logo or any other aforementioned protected subject.
- 6.4 The User is liable for all content featured or used by him / her on the Platform. The User shall not use the Platform for any illegal purpose. The User is responsible for ensuring that he / she does not violate the laws of any applicable jurisdiction, including but not limited to copyright, intellectual property, trademark, design, patent and related laws. The User shall not use in any of his / her video material any content which may be subject to intellectual property rights of any third parties without first obtaining necessary license or consent by the holder of such intellectual property rights.
- 6.5 The Provider reserves the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these TC, or otherwise harmful to the Platform or Users.
- 6.6 No User is allowed to engage in any abusive or harassing behavior towards other Users.
- 6.7 If the Provider determines or is suspicious that any User uses the Platform for any illegal or fraudulent activity or that the User is in breach of this TC, in particular this Section 6, then the OuuKee Account of the relevant User may be immediately deactivated.

7. **Data Protection**

- 7.1 Handling personal data of the User is subject to privacy policy available from the Platform (**Privacy Policy**). Before each use of the Platform, the User undertakes to familiarize with the most recent version of the Privacy Policy. Any amendment to the Privacy Policy comes into effect upon its publication on the Platform.

8. **Intellectual Property**

- 8.1 All information, know-how and copyright incorporated in any manner in the Platform, in particular, without limitation, any computer programs, algorithms, technical drawings, sketches, plans, documentation, designs, models, samples, protocols, preparations, trademarks, logos (**Provider IP**), delivered or made available to the User by the Provider via the Platform, shall remain solely the intellectual property of the Provider. For avoidance of doubt, the User is not authorized to provide any license, sublicense or assign any right or authorization to use the Platform in whole or in part.
- 8.2 The User agrees that any video content uploaded by the User on the Platform (**Video Content**), including the face, voice, talk, figure of any person appearing in the video as well

as any other personal or private attributes present or visible in any way, as well as the environment or items appearing in the video, or any parts of the Video Content may be accessed and used by the Provider and third parties in accordance with these TC.

- 8.3 The User hereby grants to the Provider worldwide, perpetual, royalty-free, non-exclusive, transferrable, irrevocable and sublicensable license to use in any manner and without any limitation the Video Content (**License**) for the purpose of provision of the Provider's services, promotion of the Platform, promotion of the Provider and Provider's products and services and promotion of any User or any Partner of the Challenge and of their products and services (**Purpose**). The Provider may sublicense the License or any portion thereof without any restriction. The User consents that the Provider and any Provider's sub-licensee may process, translate, change, modify, combine with any other works or otherwise interfere in the Video Content for the Purpose. The User consents that the Provider any Provider's sub-licensee may associate the Video Content with the User any way, including by stating the User's name and profile photo, for the Platform Purpose.
- 8.4 The User undertakes and assumes liability that each person appearing in the Video Content or having any right to any items or environment appearing in the Video Content (i) has agreed to the use of the Video Content in accordance with these TC or (ii) if such person does not have full legal capacity that such person's authorized representative agreed to the use of the Video Content in accordance with these TC.
- 8.5 The Licenses, undertakings and consents under this Section 8 shall survive (and shall continue to apply after) the termination of the Ouukkee Account. The Licenses are provided free of charge.

9. The Provider's Role / Limitation of Liability

- 9.1 The Provider is not a party to any Challenge issued on the Platform. The Provider is not responsible for the Video Content, the compliance of the Video Content with the Code of Conduct and the applicable laws, the behaviour of the Users during the participation in the Challenge. Any breach of any obligations under these TC or any laws by the User is the sole responsibility of the User.
- 9.2 In no event shall the Provider be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.
- 9.3 Without prejudice to the Sections 9.1 and 9.2 above, should any infringing content appear on the Platform and the Provider is demonstrably notified by the person whose rights are being infringed, the Provider undertakes to remove such content within reasonable time of having been notified of it.
- 9.4 The Provider neither bears any responsibility for any damages or losses incurred by any User in relation to any Challenge.
- 9.5 The Provider bears no liability for any hacker or other potential attacks that affect the functionality of the Platform. The Provider is not liable to the Users for temporary unavailability of the Platform due to Internet failures or outages or other similar situations.

9.6 The Users shall be liable for loss or damage incurred by the Provider as a consequence of any unlawful interference with the Platform and/or of any breach of the TC, and/or the Code of Conduct and/or Privacy Policy and/or any other obligations referred to herein.

9.7 The Provider makes no warranty regarding the Platform, in particular the Provider does not warrant any availability of the Platform or Platform's features.

10. Indemnification

10.1 The User shall defend, indemnify and hold harmless the Provider, its officers, directors, and employees from and against any and all claims of any person arising from or relating to: (a) any infringement or alleged infringement by the User of any Provider IP or any third-party intellectual property rights; (b) any leak of or unauthorized access to the Video Content for reasons not directly related to a Provider's act or omission; (c) the Video Content, or (d) User's breach of any obligation or covenant herein.

11. Final Provisions

11.1 The User undertakes to comply with these TC, including all enclosed Annexes.

11.2 All legal relationships arising based on or in connection with the TC are governed by the laws of the Czech Republic. The Parties undertake that all disputes arising in connection with the Agreement or these TC, whatever their nature and cause, will be settled in a conciliatory manner. If such a conciliation agreement is not reached, disputes will be settled by the relevant courts of the Czech Republic.

11.3 In the event that the law allows prorogation and if no other bodies are competent to make a decision in accordance with the relevant legislation, a competent court with a local jurisdiction designated according to the Provider's registered seat shall resolve any such disputes.

11.4 The User is not entitled to unilaterally set off any due or not-yet-due receivables against the Provider against any due or not-yet-due receivables of the Provider against the User.

11.5 If any provision of the TC becomes invalid or ineffective, a provision whose meaning is as close as possible to the economic purpose of the invalid or ineffective provision shall be applied instead of such invalid provision. The invalidity or ineffectiveness of any provision is without prejudice to the validity and effectiveness of the other provisions. The invalidity or ineffectiveness of any provision only in relation to a particular entity or a group of entities is without prejudice to the validity and effectiveness of such provision with respect to other entities.

11.6 A User who does not use the Platform for business purposes is allowed to request that any dispute between the User and the Provider is processed under the alternative dispute resolution scheme of the Czech Trade Inspection Authority.