

PLEASE READ CAREFULLY OUR **TERMS OF USE FOR BUSINESS AND PRIVACY POLICY** BEFORE USING THE SERVICES OFFERED BY IT DIGITAL SERVICES SRL.

LEGAL NOTICES

The **websites** <https://digitalpomelo.com>, <https://www.wikoti.com>, <https://www.business.wikoti.com> and **wikoti™ applications** are published by: IT digital POMELO SRL, a limited liability company registered in Romania (European VAT N° RO38093953) with main offices in Romania, Timisoara, street Closca, 36.

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TERMS OF USE FOR BUSINESS

Effective date: September 10, 2018

We may change our policy at any time and we invite you to review it on a regular basis to be informed of any updates.

1. Introduction

11. In this policy “users”, “you”, “digital POMELO” and “your” refer to business owners or managers visiting our websites or using our application: **wikoti™** for business;
12. In this policy “we”, “us”, and “our” refer to IT digital POMELO SRL;
13. In this policy “Service” refers to the services provided to you when visiting our websites or using our application: **wikoti™** for business;
14. In this policy “Site” refers to any of our websites;
15. In this policy “application” and “app” refer to our application **wikoti™** for business;
16. **wikoti™** for business is a service allowing **restaurants, bars, cafes, pubs, clubs... owners:**
 - a. To claim their venue and update their venue page in our websites and **wikoti™** applications including text, photos and videos
 - b. To get customers when they need it the most: after a no-show, during off-peak hours, when organizing special events
 - c. To advertise free seats, special offers, events to locals and travelers nearby
 - d. To get reports about the performance of their venue;
17. This document informs you about our terms of use of our websites and our application **wikoti™** for business;
18. This Terms of Use For Business and the Privacy Policy (accessible at <https://wikoti.com>) constitute your agreement with IT digital POMELO SRL. **You should not use our websites and/or wikoti™ for business if you do not agree with all or some of the terms of this agreement;**

19. If you are a traveler or a local using the application wikoti™ for travelers and urban explorers, you should refer to our Terms Of Use available at: <https://www.wikoti.com> ;
20. By registering for and/or using the Service in any manner you declare and acknowledge having fully read and agree to all of the terms and conditions contained in our Terms of Use For Business and in our Privacy Policy.

2.Service scope

21. The Service allows you to claim your business and then to manage and update with your own text, photos and videos your venue page and increase your discoverability by potential customers;
22. The Service allows you to get customers when you need them the most: after a no-show, during off-peak hours, when organizing events or proposing special offers;
23. The Service allows you to advertise your venue, or special offers or events locally towards travelers and locals using our mobile application wikoti™ for travelers and urban explorers or visiting our Site;
24. The Service allows you to accept bookings from your existing booking solution;
25. The Service allows you to get performance reports through the Service;
26. Features can updated, added or removed at any time: <https://business.wikoti.com> provides additional information about features and use cases.

3.Pricing

31. Service may be used for free under certain conditions (for example with limited features and/or for a limited period) or;
32. Service may be used by subscribing to a paid plan (for example to unlock some limitations of the free version). Pricing plans are available at <https://business.wikoti.com>
33. Irrespective of the pricing plans available in our Site, the exact pricing conditions applying to you are described in the commercial agreement you have approved when you have subscribed to the Service and/or when you have changed your subscription.

4.Eligibility To Access to Service

41. To use the Service, you need to be (1) at least 18 years old and (2) have the legal capacity to submit to be bound by legal obligations.

42. To claim a business, you must be the business owner or his duly approved representative.

5. Prohibited actions

51. The Site and Mobile Application content as well as the software infrastructure used to provide such content, belongs to digital POMELO. You agree not to modify, copy, distribute, make available, publish, license, sell or resell any information, software, products or services obtained from or through the Site/Service and Mobile Applications;
52. By using the Service, you commit:
- to not use it for illegal, illegitimate or fraudulent purposes;
 - to provide fair and honest description of your venue or the services you offer including but not limited to text, photos, videos and tags..
 - to not name or refer to other venues and/or potential competitors when providing your venue description;
 - to not provide inaccurate, illegal, inappropriate, discriminatory, sexist, racist, obscene, pornographic, offensive, defamatory or vulgar inputs, when providing content like your venue description and advertising messages
 - to not establish an invisible link to the Site;
 - to not spam;
 - to not harvest or scrape, alter content from the Service;
 - to not introduce script, software or viruses;
 - to not copy and not reuse any software developed by digital POMELO for the Site, mobile application and for providing the Service;
 - to not take any action that creates unreasonable or disproportionate load on our Site, Service and our technical infrastructure;
 - to not use manual or automated software to simulate real businesses
53. We may check and monitor your inputs to identify any violation of our Terms Of Use For Business;
53. In case of non-respect of our Terms Of Use For Business, we may suspend, limit, or remove access to our Service and terminate our agreement without any right for the business to claim for any compensation or prejudice.

6.Third party services

61. When visiting the Site and/or using the Service, you may get access to external links like; digital POMELO is not responsible or liable for the content of such external resources and you acknowledge that you access to the third-party websites at your own risk.

7.Intellectual Property

71. All elements (like brand, design, text, hyperlinks, logos, images, videos, sounds, software, screen lay-out, databases, codes ...) in the Site/Mobile Applications are protected by national and international intellectual property law and remain the sole property of digital POMELO.

8.Liability

81. Despite all our efforts, we cannot guarantee that the information displayed in the Site/Mobile Applications is error free. In addition, the searching and recommending algorithms we have developed, as well as the data set we used may content some errors and we cannot guarantee users who will visit your venue based on our recommendation or suggestion will get full satisfaction.

82. All liability of digital POMELO, its directors, employees, contractors, partners, arising for any loss suffered by using the Site/Service is expressly excluded to the fullest extent permitted by law. In case a competent jurisdiction or court determines that the liability of digital POMELO, its directors, employees, contractors, partners has arisen, then the total amount of such liability shall be limited in aggregate to fifty euros (50€). Indirect losses or damages, loss of actual or anticipated profits, loss of revenues, loss of goodwill, loss of data, loss of anticipated or actual savings, additional expenses or cost incurred are fromally excluded from digital POMELO liabilities.

9.Changes to the Terms & Use

91. We may update our Terms & Use from time to time. We will notify you of any changes by updating the new policy on our website and will notify you by sending you an email and/or sending you an InApp message and/or posting a notice in our website. We will let you know via email and/or a prominent notice on our Service, prior to the

change becoming effective and update the "effective date" at the top of this Privacy Policy.

92. You are advised to review this Privacy Policy periodically for any changes. Changes to this policy are effective when they are posted on this page.

10.Applicable Law

10.1 The applicable law is the Romanian law;

10.2 In case we translated that terms of use in other languages, the English prevails.

11.Privacy Policy

You will find our Privacy Policy to protect your privacy in our websites:

<https://www.wikoti.com> and <https://www.business.wikoti.com>

12.Contact Us

If you have any questions about this policy, please contact us by email at:

legal@digitalpomelo.com.

Our full details are:

IT digital POMELO SRL.

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