

SERVICE CONTRACT OF ELECTRONIC RESERVATION SYSTEM

Provider

Company Name: Creative Web, s.r.o.
Headquarter: Mlynarovičova 10
Bratislava, 85103
Company ID: 36830178
TIN: 2022447669
VAT Number: SK2022447669
Statutory authority: Zdenko Hoschek, Managing Director

User

Person ordering reservation system BookioPro.com

(Provider and User thereafter referred to as the "Contractual Parties")

Article I. Subject of Contract

- 1.1 The subject of this contract is the provision of authorization and the corresponding responsibility of the User for the use of electronic reservation system "BookioPro.com" in the Free version (thereinafter "reservation system") to User under terms set by this contract.
- 1.2 The version Free of the Reservation system can include:
 - Reservation calendar for the website of the User as well as Facebook page – availability 24/7,
 - Reservation management of reservations,
 - Online and offline management of reservations,
 - On-/ Offline mode,
 - Reservations in real time,
 - Electronic database of customers,
 - Automatic creation of customer database,
 - Automatic satisfaction survey,
 - Restaurant and customer statistics,
 - Floor plan,
 - Wait list.
- 1.3 The parties agree that the provision Reservation System service under this contract is free of charge.

Article II. Description and Functioning of Reservation System

- 2.1 Reservation system works as electronic reservation book, with which a guest reserves a place in the restaurant of the User by using online form of the reservation system (where the guest fills out name, date, number of people, time, expected duration of stay, note connected to the reservation, telephone number and e-mail of the guest). Reservation form can be accessible on the website of the User, on the website of the Provider, in the mobile application of the User, on the Facebook page of the User, partner websites of the Provider and so on. Reservation system is accessible from multiple devices and platforms simultaneously (tablet, computer, etc.).
- 2.2 As soon as the guest fills out the online reservation form on the Internet and confirms the reservation in the reservation system, the reservation is considered as confirmed and binding. Provider subsequently sends e-mail to the guest with confirmation of the reservation. Simultaneously this reservation shows in the reservation system (with audio and image notification) and the User is obliged to assign table/tables to this reservation. For this purpose the reservation system shows the overview of the tables, including the capacity depending on other reservations in the reservation system.

Article III. The Rights and Obligations of the Contractual Parties

- 3.1 The Provider undertakes to:
 - a) ensure that the reservation system provides the User with the proper and timely information for the sake of the guest reserving a place to consume food and drinks from the menu at the restaurant of the User.
 - b) set conditions for receiving reservations for the User based on the information provided by him (capacity of the restaurant, table administration - list of tables + capacity of the tables, opening hours) through the reservation system.
 - c) provide for the duration of this service contract the reservation system to the extent and manner prescribed by this contract.
- 3.2 The User undertakes to:
 - a) use reservation system in accordance with the instructions provided by the Provider and in accordance with the provisions of this contract,
 - b) provide to the Provider the assistance necessary to run the reservation system and to ensure proper provision of reservation system services, particularly the User undertakes to properly and on time (ie in advance) provide all the necessary conditions for receiving reservations (capacity of the restaurant, table administration of the tables - list of the tables + capacity of the tables, opening hours) and to provide the Provider within 10 working days from the signing of this contract with all necessary permissions to install the online reservation form on the website, Facebook page of the User, etc., eventually to place an online form at the User's website and Facebook page by himself within 10 working days from the signing of this contract.
 - c) protect intellectual property rights of the Provider and the personal data of guests and to use them only under the terms of this contract, respectively according to the instructions provided by the Provider and in accordance with the law. User is not authorized to use trademarks, unregistered tags of the Provider or related articles to the reservation system, identical or similar domain names used by the Provider or reservation system, etc. abhorrent to the interests of the Provider and otherwise than specified in this contract. The User acknowledges that by this contract he shall not acquire any rights to the intellectual property of the Provider. The User may use the reservation system only for the purpose for which it was granted under this contract.
- 3.3 The Provider of the reservation system can provide the reservation system service through third parties. The Provider is especially entitled to provide its contractual partners the opportunity to mediate the reservation in the form of reservation form / widget of the reservation system placed on the web page or in applications of the contractual partner, or other appropriate means to ensure reservations possibilities of the User's restaurant facilities and equipment through third parties.
- 3.4 The User declares that he is aware of his obligation to ensure in his facility (restaurant) the minimum technical requirements for the purpose of ensuring the functionality of the reservation system including:
 - Hardware - Personal computer or tablet (parameters: min. iPad 2 with iOS, min. Google Nexus 7 with android OS)
 - Software - Browsers: Safari, Google Chrome or Opera

Article IV. Duration of the Contract

- 4.1 [Duration of the contract] This contract shall remain in force indefinitely.
- 4.2 [Resignation] The Provider is entitled to withdraw from the contract with immediate effect i) if the User violates any of the obligations set out in

paragraph 3.2. of this contract, ii) in the event of substantial breach of contractual obligations by the User, or iii) in the event of the User breach of any other obligation under this contract and this would not be corrected within a reasonable supplemental period provided for this purpose by the Provider. In the event of termination of this Contract by the Provider, the User is not entitled to a refund of the price paid or its aliquot part.


Article V Final Provisions

- 5.1 The contractual parties expressly agreed that this contract and relations arising from this contract shall be governed by the law of the Slovak Republic. Legal relations of the contractual parties relating to this contract are under the jurisdiction of Slovak courts.
- 5.2 The legal relations of the contractual parties which are not regulated in this contract shall be governed by the relevant provisions of the Commercial Code (Act. No. 513/1991 Coll., as amended) and by other generally binding regulations.
- 5.3 The Provider is entitled to transfer (assign) the rights and obligations of this contract (part or the whole contract) to a third party without the User's permission.

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