

# END USER LICENSE AGREEMENT

## 1. Limited License

1.1 Subject to the terms of this Agreement, Royal Media Services SRL hereby grants you a limited, non-transferable, non-exclusive, non-sublicensable, and revocable license to download, install and use the Application on your mobile device.

1.2 The Application is intended for use as a multimedia-tool providing you with information about discounted reservations and purchased products only. The Application and documentation shall not be used for any other purpose.

## 2. Restrictions

Your license to use the Application is subject to the following restrictions:

2.1 Royal Media Services SRL and any third party licensors hereby retain all right, title and interest in and to the Application, including without limitation all copy rights, patent rights, trademark rights and all other intellectual property rights there in or related there to (the “Intellectual Property Rights”). This Agreement does not convey or otherwise provide to you title or any ownership rights or interests in or to any Intellectual Property Rights of Royal Media Services SRL or any third party licensors or any of their affiliates, including but not limited to (i) those incorporated in the Application or any component of the Application, or (ii) patents, patent applications, works of authorship, trade secrets, knowhow, ideas, or any other subject matter protectable under Intellectual Property Rights laws of any jurisdiction of Royal Media Services SRL. Royal Media Services SRL and any third party licensors are the sole and exclusive owners of and retain all right, title and interest in and to the Application, including all Intellectual Property Rights in each of the foregoing.

Neither the delivery of any software nor any provision of the Agreement (including, without limitation, the rights and licenses granted by Royal Media Services SRL to you) shall be deemed or construed to grant to you either expressly, by implication, by way of estoppel, or otherwise any right, license, or authority to infringe or immunity from infringement liability under (i) any of Royal Media Services SRL’s or its affiliates’ patents, including, without limitation, any patents covering or relating to the Application, or (ii) any other Intellectual Property Rights of Royal Media Services SRL or its affiliates covering or relating to any product or invention other than the Application and any combination of any software with any other product or invention.

Any rights not expressly granted to you herein are hereby reserved by Royal Media Services SRL. The foregoing limitations shall in no way be deemed a derogation of the express rights granted by Royal Media Services SRL in Section 2 hereof.

2.2 You shall not engage in any act or failure to act, that enables, causes or facilitates any use or distribution of the Application in a manner that causes any patents, copyrights or other Intellectual Property Rights owned or controlled by Royal Media Services SRL or any of its affiliates to become subject to any encumbrance or terms and conditions of any Open Source License. The rights granted by Royal Media Services SRL in Section 2 hereof are conditioned upon your full compliance with the foregoing sentence.

As used herein, “Open Source License” means any agreement that requires, as a condition of use, modification and/or distribution of any software or other software incorporated into, derived from or distributed with such software (each a “work”), that complies with the Following criteria: (i) the making available of source code, object code or design information regarding a work; (ii) the granting of any permission or other right for creating modifications to or derivative works regarding a work; (iii) the granting of any royalty free license rights to any party under any patents or other Intellectual Property Rights regarding a work.

By means of example and without limitation, “Open Source License” includes the following licenses and/or distribution models: (i) the GNU General Public License, (ii) the GNU Lesser General Public License, (iii) the Mozilla Public License or (iv) any other open source, free software or community licenses (such as, without limitation, those listed on <http://www.opensource.org/licenses/alphabetical>).

3.3 You will not: (i) reverse engineer, disassemble, decompile, or translate the Application, or otherwise attempt to derive the source Application, except if and only to the extent expressly permitted by applicable law; (ii) use the Application or any part of the Application, the documentation or your knowledge of the Application to create a product with the same or substantially the same functionalities as the Application, to create or develop any developer tools (including without limitation plugins and middleware) or any software other than model derivative Works; (iii) transfer or assign this Agreement or any of the rights, duties or obligations hereunder; (iv) except as expressly permitted hereby, rent, lease, loan or otherwise in any manner provide or distribute the Application and/or documentation or any copy of thereof to any third party.

### **3. Updates and upgrades and support service**

3.1 Under this Agreement, Royal Media Services SRL is not liable to provide you with any updates, upgrades and/or support service regarding the Application.

## **4. Services**

4.1 The Application may enable access to Royal Media Services SRL's and/or third party services and websites (collectively or individually, the "Services"). Use of the Services requires (i) autofocus-camera-enabled mobile device, (ii) either iOS, Android or Windows as an operating system and (iii) Internet access, and may require you to accept additional terms of service.

4.2 Neither Royal Media Services SRL nor its affiliates is responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, or quality of any content, data, information, or materials provided by any third party in the use of the Services. Neither Royal Media Services SRL nor its affiliates do warrant or endorse and do not assume and will not have any liability or responsibility to your or another person for any party services of Royal Media Services SRL and/or third parties.

4.3 Royal Media Services SRL and its affiliates reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Royal Media Services SRL and/or its affiliates be liable for the removal or disabling of access to any such services. Royal Media Services SRL and/or its affiliates may impose limits on the use of or access to certain services without notice or liability.

## **5. Consent to data use**

5.1 You agree that Royal Media Services SRL and/or its affiliates may collect, use and disclose information, including but not limited to technical information about your device (including a device identifier, device type, random identifier, and the internet protocol address of your device), system, and Application, in accordance with applicable laws, especially data privacy laws.

## **6. Ownership, authority**

6.1 You agree that you will not challenge any aspect of the rights of Royal Media Services SRL and/or its affiliates in the Application.

6.2 The Application is protected by copyright, patent and other intellectual property laws and by international treaties. Title and related rights in any content including still images, video or audio interacting with the Application is the property of the applicable image or audio owner and may be protected by applicable law. The license granted under this Agreement gives you no rights to such content including still images, video or audio.

## **7. Termination**

7.1 If you fail to comply with the terms of this Agreement, the license automatically terminates, whether any contracting party communicates this fact to you or not.

7.2 Royal Media Services SRL may terminate this Agreement by informal proper notice of termination at any time without observance of any date or time limit.

7.3 Upon termination of this Agreement, you must immediately destroy or uninstall all copies of the Application you possess and confirm having done this to Royal Media Services SRL in written form; any further its affiliates use of the Application will violate the intellectual property rights of Royal Media Services SRL and/or its affiliates and such use will be subject to penalties.

## **8. Warranty**

8.1 Royal Media Services SRL warrants that, at the time of delivery, the Application is free from material defects. Material defects are deviations from the product specification, including in the accompanying documentation, where such deviations significantly impair the value of the Application or its fitness for ordinary use as described in the documentation.

8.2 You shall immediately notify Royal Media Services SRL in writing of any material defect that may occur, specifying how the material defect manifests itself, what effect it has, under what circumstances it occurs, and how it is to be classified from your point of view; otherwise Royal Media Services SRL shall not be liable for the material defect.

8.3 Provided that Royal Media Services SRL, having received notification of the material defect, has established that a material defect actually exists, it will try to remedy such material

defect (subsequent improvement or subsequent delivery). Royal Media Services SRL is entitled to bypass any material defect that may arise with an interim solution if the material defect itself can only be remedied at unreasonable expense, and if the run time and response time of the Application are not seriously impaired as a result of the interim solution.

If any notified material defect cannot be ascribed to Royal Media Services SRL, then you shall compensate Royal Media Services SRL for the time spent, as well as for the accrued costs (in particular travel and development expenses), in each case at the applicable rate.

8.4 Warranty claims and claims under guarantee you might have are statute barred within a period of six months following the delivery of the Application, unless the corresponding defect has been maliciously concealed. Moreover, any Warranty claims and claims under guarantee you might have are limited with an amount of EUR 50,00 (Euro fifty).

## **9. Overall Liability**

9.1 Royal Media Services SRL shall only be liable for damage caused (i) intentionally or by gross negligence, (ii) if a defect has been maliciously concealed, (iii) if a specific condition has been guaranteed, (iv) for damages based on the Product Liability Act, (v) for physical injuries, (vi) for compliance with which is of particular importance in order to achieve the purpose of the Agreement (major obligation) and (vii) if the damage caused hereby is both typical and foreseeable based on the contractually agreed use of the Application.

9.2 In the event of initial impossibility of performance Royal Media Services SRL shall be liable only if it had knowledge of the impediment to performance, or if its lack of knowledge is due to gross negligence.

9.3 Royal Media Services SRL is only liable for the recovery of data provided that you have, appropriate to the level of risk, made regular backup copies, and ensured that the data from such backup copies can be reconstructed at reasonable expense. Any further liability for loss of data is excluded.

9.4 The above regulations shall also apply in favor of the employees and vicarious agents of Royal Media Services SRL.

9.5 In the event of any failure of the Application to conform to any applicable warranty, you may wish to contact the retailer from whom you obtained such Application to determine such Application to determine such retailer's applicable refund policy, if any.

To the maximum extent permitted by applicable law, such retailer will have no other warranty obligation whatsoever with respect to the Application. Except as expressly set forth herein, such retailer will be responsible for no other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warrant.

Nothing herein creates or imposes any obligations on such retailer, or implies that such retailer has any obligations, with respect to the Application. For clarity, unless such retailer has expressly agreed otherwise, such retailer shall not be responsible for addressing any claims relating to the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection law or similar legislation.

9.6 Section 9 and Section 10 hereof state the entire liability of Royal Media Services SRL. In no event shall Royal Media Services SRL be liable for any direct or indirect damage other than those stated in this Section 9 and Section 10 hereof.

## **10. Waiver**

10.1 On the part of Royal Media Services SRL, neither any failure to exercise, nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy. The waiver by Royal Media Services SRL of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

## **11. Indemnity for infringement**

11.1 You agree to indemnify and hold Royal Media Services SRL and its affiliates, its subsidiaries and each of their respective officers, directors and employees harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by Royal Media Services SRL or its affiliates (including but not limited to costs of defense, investigation and reasonable attorney's fees) arising out of, resulting from or in connection with (i) any download, installation or use of the Application, related content or materials, which causes an infringement of any patent, copy-right, trademark,

trade secret, or other Intellectual Property, publicity or privacy right of any third parties arising in any jurisdiction anywhere in the world, and (ii) any breach of this Agreement by you.

11.2 If and as requested by Royal Media Services SRL, you agree to defend Royal Media Services SRL in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any proceedings described in Section 12.1 hereof.

## **12. Audit rights**

12.1 Upon written request of Royal Media Services SRL, you shall, within a period of fourteen days following receipt of the request, supply Royal Media Services SRL in writing with all requested information on the type and extent of use of the Application by you at the time, which is necessary to examine whether such use complies with the provisions of the Agreement.

12.2 During the term of the Agreement, Royal Media Services SRL is entitled, at its own expense, to have a member of the tax advising or business consulting professions who is sworn to professional secrecy, or any other independent expert, verify whether there has been compliance with the provisions of the Agreement. The auditor must be granted access to inspect all documents and files deemed definitive for calculating the extent of use of the Application. If such verification reveals any inaccuracies, then the audit fees shall be borne by you, otherwise they will be borne by Royal Media Services SRL.

## **13. Reservation rights**

13.1 Royal Media Services SRL and its affiliates reserve all rights in the Application, including patent, copyright and trade secret rights not expressly granted above.

13.2 Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise, any license or other right under the Application or any patent rights, or other industrial or intellectual property rights except for the limited Application license expressly granted herein.

13.3 For the avoidance of doubt, the limited Application license does not authorize you to grant any license or sublicense concerning the Application or any patents or other intellectual

property rights. Royal Media Services SRL and its affiliates do not provide you with the right to incorporate or combine the Application with or into any products or services.

## **14. Confidentiality**

14.1 The Application contains secret knowledge pertinent to Royal Media Services SRL and its affiliates. You will undertake to protect from disclosure to any third party the Application and its underlying software, including all accompanying documentation, any backup copies made, and all other information of Royal Media Services SRL or its affiliates identified or marked as confidential and which is made accessible to the customer within the context of this contractual relationship. This includes, in particular, all information made accessible which goes beyond the outward appearance of the Application and the mere list of its range of functions, as well as the methods and processes used by Royal Media Services SRL or its affiliates.

14.2 The obligation of secrecy described in Section 15.1 hereof shall not apply to confidential information which (i) was already publicly known at the time of disclosure, or became public knowledge thereafter (and where noncompliance with the above provisions was not a contributory factor), (ii) is expressly revealed by Royal Media Services SRL or its affiliates on a nonconfidential basis, (iii) was already in the lawful possession of you prior to the disclosure, or (iv) is subsequently revealed to the customer by a third party without contravening an obligation of secrecy. The burden of proof for the existence of any of the above exceptions shall be borne by you.

## **15. Third party software**

15.1 The Application may use or be integrated by third party software, which requires additional terms and conditions. Such third party software underlies additional terms and conditions, which are enlisted in detail on the Website of its affiliates under [RoyalMedia.us/documentation/](http://RoyalMedia.us/documentation/), are part of and incorporated into this Agreement. By accepting this Agreement, you also accept the aforementioned additional terms and conditions.

15.2 Neither Royal Media Services SRL, nor its affiliates will warrant, indemnify or otherwise be held liable for any third party software.

## **16. Governing Law and Jurisdiction**

16.1 This Agreement shall be governed by and construed in accordance with Romanian law, to the exclusion of the conflict of law rules of Romanian international private law and the United Nations Convention on Contracts for the International Sale of Goods.

16.2 If you are not a consumer (with residence in Romania) within the meaning of the General legislation in Romania, any dispute arising out of or in connection with this Agreement, including disputes on the valid conclusion of this Agreement shall be exclusively submitted to The Network of Local Correspondents for International Judicial Assistance; at the option of Royal Media Services SRL, you can be sued at the place of your general jurisdiction.

For actions against consumers under the General legislation in Romania, who are resident or ordinarily resident in Romania or are employed in Romania, the place of jurisdiction is the area where the consumer has his residence, habitual residence or place of employment.

## **17. Miscellaneous**

17.1 If any term hereof is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining terms hereof. In this event, the parties shall endeavor to replace the invalid or unenforceable term by a valid and enforceable term that closest reflects the purpose of the term to be replaced. The same applies by analogy to any modification to this Agreement to fill gaps hereof.

17.2 Nothing in this Agreement, express or implied, is intended to or shall confer on any person (other than the parties and their respective successors or permitted assigns as well as its affiliates) any rights, remedies, obligations or liabilities. Notwithstanding the previous sentence, you agree that the retailer through which you have obtained the Application is a third-party beneficiary under this Agreement, and, upon your acceptance of this Agreement, such retailer will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof. Notwithstanding the immediate preceding sentence, your right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

17.3 Any modification or amendment to this Agreement must be made in writing to become effective. Verbal ancillary agreements are deemed not to exist.

17.4 Notices shall be sent by registered, prepaid mail with return receipt to the address of Royal Media Services SRL or its affiliates listed above in Section 1.1 hereof. Notice is effective when received or when the return receipt shows the notice was rejected by Royal Media Services SRL or its affiliates.

17.5 The terms of this Agreement apply only to the version of the Application available when acquired. Any previous or subsequent license granted to you for use of the Application, shall be governed by the terms and conditions of the agreement entered into when you purchase or acquire that version of the Application.