

## VENUE PROVIDER TERMS AND CONDITIONS

### **1. General**

- 1.1. MOOVEET TEC LIMITED (referred to as “**Mooveet**”, “**Picado**”, “**we**”, “**us**” or “**our**”) provides a customer platform (the “**Picado Platform**”) which aims to connect buyers and sellers conveniently by enabling end users of the Picado Platform (referred to as “**Customers**”) to select and order/purchase goods and/or services from third party venue providers (the “**Venue Providers**”, “**you**”, or “**your**”). You can advertise your goods and/or services via the Picado Platform, enable bookings and/or reservations of your venues and accept the placing of an order for purchase of your goods and/or services remotely. You get paid in advance and seat and serve the Customers upon their arrival to your venue.
- 1.2. These terms and conditions (the “**Terms and Conditions**”) apply to your access or use of the Picado Platform through [Picado Manager, latest release date TBC] mobile application software (the “**App**”), any other Picado mobile site and any of the abovementioned content, features and services made available by Picado (the “**Services**”).
- 1.3. These Terms and Conditions may be updated or revised from time to time and may be re-published as an updated version on the Picado Platform. You will be notified of such changes and be required to accept the Terms and Conditions as amended following each update and/or revision. You are free to decide whether or not to accept a modified version of these Terms and Conditions, but accepting these Terms and Conditions, as modified, is required for you to continue using the Services. Alternatively, upon being informed of such changes, your continued use of the Picado Platform following the said changes will indicate your acceptance of the modifications of the Terms and Conditions. If you do not wholly agree to be bound by these Terms and Conditions, or any modified version of these Terms and Conditions, you must terminate your use of the Services by providing a termination notice to Picado in accordance with paragraphs 8.8 and 15.1 below, in which case you will no longer have access to your account.
- 1.4. If any part of the Terms and Conditions is found to be void, invalid or otherwise unenforceable, then that part shall be read in a way that it is valid and so as to match its original intent as closely as possible. If this is not possible, the provision found to be void, invalid or otherwise unenforceable shall be deemed omitted, and that provision notwithstanding, these Terms and Conditions shall remain in full force and effect.
- 1.5. These Terms and Conditions and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by you, but may be freely transferred, assigned, or delegated by Picado.
- 1.6. Any waiver of any provision of these Terms and Conditions, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

### **2. Services**

- 2.1. Picado makes available restaurant (and other) order services through the Picado Platform to the Customers for the purpose of assisting the Customers in placing orders and booking time slots for attending your venue. In response to a Customer’s online request for an order, we contact your computerised database of reservations and orders, as applicable. The availability of time slots is determined at the time of the Customer’s query and is based on information provided to Picado by you.

- 2.2. In order to use the Services, we will provide you with a tablet (the “**Picado Tablet**”). The terms of use of the Picado Tablet for the purposes of using the Services are provided in a separate document, which must be signed by you in order to receive the Picado Tablet. The Picado Tablet will be provided upon a Picado Platform entry fee, namely a payment of the amount of fifty Euros (€50)]. A Picado printer will also be provided and is included in the aforementioned fee.
- 2.3. Once an order request is made by the Customer through the Picado Platform, you will receive a notification via the Picado Tablet that an order has been requested. You will have the choice to either accept or decline the request using the Picado Tablet. If you select to accept the request, the Customer will be able to proceed with payment, and upon such payment, you will receive a confirmation of the payment via the Picado Tablet. If you decline the request, you will be required to provide a reason to the Customer. The reason may be communicated either from the template answers provided by Picado or by typing a custom reason for declining the Customer’s request and/or order.
- 2.4. If a Customer arrives more than 10 minutes late from the beginning of the time slot which the Customer has selected, you reserve the right to not have the Customer seated and may hand the Customer his/her food in the form of takeaway.
- 2.5. In the event that a Customer does not leave upon the ending of the time slot which he/she has selected, if possible, you should try to arrange for the Customer to remain at his/her table or to be allocated at a different seating arrangement of the venue.

### **3. Registration**

- 3.1. You must register with the Picado Platform through the App in order to use our Services. When registering, you must provide valid, accurate, current and complete information about yourself on our registration form. You also agree to promptly update this information to keep it valid, accurate, current and complete. If the information you provide is false, inaccurate or misleading, Picado has the right to refuse to provide and/or to terminate the provision of its Services to you at its sole discretion.
- 3.2. In order to register, you will be provided with a personal (and confidential) password by a member of the Picado team. You are required to change the password provided with a personal (and confidential) password of your own. You are solely responsible to keep your registration information confidential and secure, and except as otherwise required by applicable law, you are solely responsible for all use of your account, whether or not authorised by you.
- 3.3. Picado shall not be liable and/or responsible for any unauthorised use/activity regarding your account and account information. If for any reason you suspect activity under your account which was not authorised by you, and/or that your account has been breached and/or that there has been a breach of security related to your use of the Services, you agree to immediately notify Picado at **hi@picado.io** using your personal email address. Alternatively, you may notify any of Picado’s appointed representatives by telephone. Our team will do its best to investigate and respond as soon as possible.
- 3.4. In order to provide its Services, Picado must share certain information including, but not limited to, your name and telephone number with the Customer. An official IBAN number, certificate of shareholders of your company and valid identification of shareholders may also be requested for purposes of the payment service provider’s services. Please see the section for privacy below [see paragraphs 16.1 and 16.2] for details about how we collect and process your personal data in connection with the Services.

#### **4. Communications from Picado**

- 4.1. If you use our Services and/or App, we may contact you via electronic messages, including email, text message/SMS.

#### **5. Technical Requirements**

- 5.1. In order to use the Services, you need to have Internet access through your computer, tablet or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. We do not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers.

#### **6. Payments**

- 6.1. Once an order is placed, a third-party payment services provider, [namely, Worldline – SIX Payments Services (Europe) S.A.] will deduct the funds from a Customer's credit or debit card and will deliver the funds to you but less any amounts due to payment processing transaction costs per paragraph 6.3 below, within 5 days of receipt of the funds from a Customer.
- 6.2. You are required to provide bank account information during the registration process under paragraph 3 in order to enable receipt payments from Picado.
- 6.3. Picado charges a commission fee on the amount of each final order. This includes the standard payment taken by the third-party payment services provider, which will be deducted prior to sending the payment to you. Alternatively, a monthly fixed rate or fixed rate per order may be agreed upon.
- 6.4. Picado is not responsible for ensuring the accuracy of orders. Any queries or issues with a Customer concerning order amounts will be directed to Venue Providers. Picado's sole obligation is to facilitate the payment of the order and place the order and the booking with the Venue Provider.
- 6.5. Picado is not responsible for any claims and/or expenses if the prices of the menu of the Venue Provider on the Picado Platform differ from the Venue Provider's prices at the venue due to the fact that the Venue Provider has not provided Picado with the updated prices.

#### **7. Venue Provider Obligations and Responsibilities**

- 7.1. Picado is committed to providing superior quality services to Customers and Venue Providers. In order to maintain a consistently high level of services for the Customers, you must reply to order requests within 5 minutes from receiving such requests.
- 7.2. It is your responsibility to timely deliver to any requests made through the Picado Platform. If you fail to do so, Picado has the right to suspend and/or terminate the provision of Services.
- 7.3. It is your responsibility to notify Picado of any filters that are applicable to your venue (such as smoking areas, outdoor areas, cuisine type etc.). These may be amended by you.
- 7.4. It is your responsibility to ask for a valid identification before serving a Customer with alcohol. You may refuse to provide a Customer with alcoholic goods if:
  - 7.4.1. the Customer is under 18 years old or if the Customer cannot prove to be over 18 years old with the presentation of valid identification; and/or
  - 7.4.2. the Customer appears to be intoxicated and/or is acting in disorderly manner; and/or
  - 7.4.3. it will breach your relevant licence.

- 7.5. It is your responsibility to update your profile/menu using the Picado Tablet and/or inform Picado as soon as possible, and no later than [24 hours] of any seasonal changes to your menu, including but not limited to change in menu items and menu prices, opening times etc.
- 7.6. It is your responsibility to update your profile using the Picado Tablet/inform Picado as soon as possible, and no later than [one (1) hour] of any daily changes to the menu, including, but not limited to, updates of items which run out on your menu.
- 7.7. It is your responsibility to update the seating plan of your venue, accordingly, using the Picado Tablet, including availability status as soon as possible, and if possible immediately.
- 7.8. You are obligated to ensure that any orders and/or bookings and/or reservations can be carried out and that your venue has the capability and availability to carry out such orders and/or bookings and/or reservations.
- 7.9. You hereby agree that the menu information that you will provide to Picado will be exactly the same as the menu information that is provided at your venue.
- 7.10. You hereby agree that you will not use another app and/or web service which provide(s) for essentially the same, analogous and/or similar services to the services provided by Picado, (excluding takeaway services). These services namely include the services of enabling customers and/or patrons to your venue to select a table and/or a timeslot, pre-order and/or pre-pay for a meal and be served upon arrival, for a period of 24 months from the date of the execution and/or otherwise acceptance of these Terms and Conditions.

## **8. Use Restrictions**

- 8.1. The Services and the content made available through the Services are offered solely for the Venue Providers' use for the purposes described in these Terms and Conditions. Any and all other uses are prohibited.
- 8.2. You agree that your use of the Picado Platform and/or the App and/or the Services will be subject to the laws and regulations of the Republic of Cyprus. Furthermore, you also agree:
  - 8.2.1. to abide any laws and/or rules regarding lawful online conduct and acceptable content;
  - 8.2.2. that you are capable of forming legally binding contracts under the laws of the Republic of Cyprus;
  - 8.2.3. to serve alcohol to Customers only if they are over 18 years old, and present a valid identification, if required, to receive/redeem such services;
  - 8.2.4. to access the Picado Platform with your own log-in credentials (which shall not be provided to any third party);
  - 8.2.5. not to access the Picado Platform using a third-party's account/registration [without the express and explicit consent of the account holder];
  - 8.2.6. not to use the Picado Platform for illegal purposes including, but not limited to, hacking and fraud and/or commit any acts of infringement regarding any content advertised and/or generated on the Picado Platform;
  - 8.2.7. not to interfere with another person's use and enjoyment of the Picado Platform and the Services (including, but not limited to, sending spam material);
  - 8.2.8. not to act maliciously on the App, and abstain from posting hateful or harmful content which may offend Picado, the Customer, or any other potential visitor to the App;

- 8.2.9. not to upload any harmful, disruptive or destructive files including, but not limited to, viruses;
- 8.2.10. not to disrupt, interfere with, or otherwise harm or violate the security of the Picado Platform, or any of the Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Picado Platform or affiliated or linked with the Picado Platform, such as those of our advertised Venue Providers; and
- 8.2.11. not to copy, reproduce or alter content accessed from the Picado Platform, including any content and information regarding third parties, without their consent.
- 8.3. These Terms and Conditions are binding to you. Picado reserves the right to take legal action against you for any breach of these Terms and Conditions.
- 8.4. You shall be liable to, and shall compensate Picado and/or the relevant Customer if applicable for any loss, liability, costs, damages and expenses arising from any breach of legislation and/or of the present Terms and Conditions and/or the terms and policies of Picado and/or any negligent or reckless act or any defamatory conduct used by you to the potential detriment of Picado (and/or a Customer).
- 8.5. You acknowledge that Picado has no obligation in any way for the conduct of a Customer.
- 8.6. Picado may suspend your ability to use all or any part of the Services or may terminate these Terms and Conditions and/or your activity effective immediately, without notice or explanation. Without limiting the foregoing, Picado reserves the right to terminate your activity and/or suspend your access to the Services if we believe that you act contrary to behaviour which Picado deems appropriate and/or are in violation of any part of these Terms and Conditions, or instructions, or policies which may affect Picado, a Customer, or any other third party negatively.
- 8.7. Picado also reserves the right to terminate and/or suspend the App and/or your activity at its sole discretion.
- 8.8. You can terminate the use of the Services after a period of at least 6 months has passed since the date of agreement to these Terms and Conditions by providing at least one week notice, unless you disagree with a modification made by Picado to the present Terms and Conditions, in which case you will be able to terminate immediately at any time. You understand that any termination of your account may involve deletion of any content stored in your account for which Picado will have no liability whatsoever. You agree that Picado shall not be liable to you for any termination of these Terms and Conditions or for any effects of any termination of these Terms and Conditions.

## **9. Order Cancellations**

- 9.1. You may operate at your sole discretion as to whether you accept an order cancellation or not. Once a Customer places an order via the Picado Platform, a choice may be given to the Customer to cancel the said order provided that there is reasonable time for you to cancel the order. Once you approve the final order, the Customer will not be able to cancel through Picado. If the cancellation of the order by Picado is not possible, the Customer may contact you directly in order to enquire whether the cancellation can be made. If you have not begun preparing the order and agree to the cancellation, the cancellation can take place.
- 9.2. Orders cancelled by Venue Providers will be notified to the Customer prior to payment. In the event that the Customer requests that his/her payment is refunded, such refund will only be executed if Picado receives a confirmation for the refund by you. Any disputes over payment shall be dealt directly between you and the Customer.

## 10. Intellectual Property

- 10.1. The features, information and materials provided and depicted through the Services are protected by copyright, trademark, patent and other intellectual property laws. All content made available through the Services (the “**Picado Content**”) is provided to you by Picado or its partners or licensors solely to support your permitted use of the Services. Except as expressly stated herein, no license is granted to you for any other purpose, and any other use of the Services or the Picado Content shall constitute a material breach of these Terms and Conditions. Picado and its partners or licensors retain all rights in the Services and the Picado Content and any associated patents, trademarks, copyrights or other intellectual property rights. No license, right, or interest in any trademarks of Picado or any third party is granted under these Terms and Conditions.
- 10.2. Picado grants you a non-exclusive, non-transferable, revocable license to use the App, in object code form only, on your compatible devices, solely to support your permitted use of the Services.
- 10.3. The Services may permit you to submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions and other information (“**Venue Provider Content**”). Any such Venue Provider Content must not be illegal, threatening, obscene, racist, defamatory, libellous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party’s publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings and any form of “spam”. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of Venue Provider Content. The name or handle you choose to provide to Picado may be displayed publicly with such Venue Provider Content. Picado reserves the right (but has no obligation) to monitor, remove, or edit Venue Provider Content in Picado’s sole discretion, including if Venue Provider Content violates these Terms and Conditions, but you acknowledge that Picado may not regularly review submitted Venue Provider Content. If you do submit Venue Provider Content, and unless we indicate otherwise, you grant Picado a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to Customers, partners and other third party websites and feeds) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such Venue Provider Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual’s name or likeness in addition to any moral or other rights you may have in the Venue Provider Content you submit in favour of Picado. You represent that you own or have the necessary permissions to use and authorize the use of Venue Provider Content as described herein. Picado takes no responsibility and assumes no liability for any Venue Provider Content submitted by you or any third party, nor do we guarantee any confidentiality with respect to Venue Provider Content.
- 10.4. You represent and warrant that you own or otherwise control all of the rights to any Venue Provider Content submitted by you; that all Venue Provider Content submitted by you is accurate; and that exploitation of such Venue Provider Content by Picado and its Customers, partners, and licensees will not violate these Terms and Conditions, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property

rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at Picado's request) defend Moovet, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "**Picado Parties**") from and against all claims resulting from (1) any Venue Provider Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of these Terms and Conditions.

## **11. Liabilities and Release**

11.1. Picado as a facilitator is in no way responsible for the timely delivery and/or quality of goods and/or services offered by Venue Providers who advertise their goods and/or services on the Picado Platform. Picado shall not be liable for any failure to deliver services on your behalf or on the behalf of any Customer.

11.2. Venue Providers are solely responsible for their interactions with the Customer and any and all claims, injuries, illnesses, damages, liabilities and costs (the "**Claims**") suffered by the Customer as a result of the Customer's interaction with or visit to any Venue Provider or from any promotion, offer, product or service of any Venue Provider. Customers must resolve all disputes directly with Venue Providers. To the maximum extent permitted by applicable law, you hereby release Picado from any and all such Claims. If you are a resident of the United Kingdom or European Union, this release shall not apply to any damage arising from our wilful misconduct or gross negligence, nor shall it apply to damage from injury to life, body or health.

11.3. PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICES FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO RESULTING IN LOSS AND/OR DAMAGE. ANY REQUESTS/BOOKINGS/ORDERS MADE THROUGH THE PICADO PLATFORM ARE DONE SO AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11.4. PICADO PARTIES SHALL NOT BE LIABLE AND/OR RESPONSIBLE FOR ANY CONTENT PROVIDED BY THE CUSTOMERS WHICH IS INACCURATE, INAPPROPRIATE, UNRELIABLE, OR INCOMPLETE.

11.5. IN ADDITION, PICADO PARTIES SHALL NOT BE LIABLE FOR ANY ERROR BY YOU IN USING THE APP.

11.6. IN NO EVENT SHALL THE PICADO PARTIES BE LIABLE FOR ANY INJURIES, LIABILITIES, LOSSES, CLAIMS, DIRECT DAMAGES OR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ANY WAY CONNECTED WITH (1) THESE TERMS AND CONDITIONS (INCLUDING ANY CHANGES THERETO), (2) ANY USE OF THE SERVICES, THE PICADO CONTENT, OR THE VENUE PROVIDER CONTENT, OR (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF ANY OF THE SERVICES). IF YOU ARE A RESIDENT OF THE UNITED KINGDOM OR EUROPEAN UNION, THE LIMITATION OF LIABILITY IN THESE TERMS AND CONDITIONS SHALL NOT APPLY TO ANY DAMAGE ARISING FROM OUR WILFUL MISCONDUCT AND GROSS NEGLIGENCE, NOR SHALL IT APPLY TO DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH. PICADO IS ALSO NOT LIABLE FOR ANY FURTHER LIABILITY SUCH AS LOSS

OF GOODWILL, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY THAT MAY RESULT FROM A REQUEST/BOOKING FACILITATED VIA THE PICADO PLATFORM.

11.7. IF THE DISCLAIMER OF DIRECT DAMAGES ABOVE IS NOT ENFORCEABLE AT LAW, YOU EXPRESSLY AGREE THAT OUR LIABILITY TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO FIFTY EUROS (€50).

11.8. You and Picado understand and agree that the disclaimers, exclusions, and limitations aforementioned are essential elements of these Terms and Conditions and that they represent a reasonable allocation of risk. In particular, you understand that Picado would be unable to make the Services available to you except on these terms and agree that these Terms and Conditions will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose.

## **12. Disclaimer of Warranties**

12.1. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES, ALL PICADO CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED TO YOU ON AN “AS IS” BASIS AND WITHOUT WARRANTY OF ANY KIND. PICADO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO.

12.2. THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **13. Third-Party Websites, Applications and Services**

13.1. The Services may contain hypertext links to websites and applications operated by parties other than Picado. Such hypertext links are provided for your reference only, and Picado does not control such websites and is not responsible for their content. Picado’s inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. Picado assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary’s terms of service, including any license transferability and other usage rules therein.



#### **14. Dispute resolution**

14.1. Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Picado or its successors or assigns shall exclusively be settled through binding and confidential arbitration in accordance with Cypriot legislation. Arbitration shall be subject to the courts in the Republic of Cyprus.

#### **15. Termination**

15.1. Without prejudice to paragraphs 1.3 and 8.8, Venue Providers may terminate the Services after 6 months from the initial date of entering into these Terms and Conditions, by providing a notice of one week in writing to Picado. A Venue Provider should send its termination notice to Picado via email at [hi@picado.io](mailto:hi@picado.io)

#### **16. Privacy**

16.1. Venue Providers are provided with contact details of Customers that place an order and/or make a booking, including but not limited to, the Customer's name, contact details and order details. Venue Providers cannot process Customer information for any purpose other than the purposes provided in these Terms and Conditions. Venue Providers hereby undertake to take adequate technical and organisational measures in order to ensure that Customer personal data is kept secure, safe and confidential. Picado shall not be liable for any infringement of any privacy legislation, including any infringement of the General Data Protection Regulation, by any Venue Provider.

16.2. Picado processes certain personal data that you provide, such as the names and contact details of the owner of the venue and/or the company which owns the venue and/or its directors and/or employees and/or persons responsible for liaising with Picado. We collect such data when you sign up for our Services and/or during our communication. We process the abovementioned personal data in order to provide the Services, comply with any legal obligation that we may have, in order to achieve our legitimate interests or after obtaining consent from the relevant data subject. We may disclose the abovementioned data to Customers and/or other third parties, including our service providers, professional advisors, regulators and other authorities, and any other Picado affiliate which requires that such data be disclosed. We will retain your data for 7 years after the termination of our Services for tax and accounting reasons and/or as reasonably necessary for any other legitimate purposes such as to comply with legal requirements and to protect our rights and legitimate interests. For more information about who we are, data security and your legal rights please see our privacy policy [<https://www.picado.io/privacy.pdf>].

#### **17. Marketing**

17.1. Picado will provide marketing and promotional material to Venue Providers regarding the Picado Platform, and the Venue Provider must ensure that the said material is prominently placed and/or displayed accordingly inside the premises of the Venue Provider. Picado may also provide marketing offers favourable to Venue Providers, (such as placing Venue Providers first on Picado's list of Venues). Pricing for such services will vary from time to time and according to the marketing packages/offers provided by Picado.