

TERMS & CONDITIONS OF USE

Version 29 August, 2024

1. General

CET4Biz ., is a company established in the Republic of Austria having its business address in Vienna, Gentzgasse 10, with VAT-ID: ATU82988616 and registered with FN 673025v Company's Registration Number („CET4Biz“, „we“, „our“ or „us“), operates a website accessible at <https://www.myvipguest.com>, <https://online.myvipguest.com>, <https://myvipguest.com> and any other of its different sub-webs („myvipguest.com Website“, „Website“) and services under the licence and trademark of CET4Biz GmbH, Vienna, Austria, Company Registration no. FN 673025v, VAT ID: ATU82988616.

The services provided to user on myvipguest.com Website include access and use of the virtual environments and other content, applications, activities, purchases and other services as well as downloadable software or applications for use on personal computers, tablet or mobile devices including applications, purchases and other services (**“Content and Services”**, **“Content”**, **“Service”**). The Services may be made available through the Website or mobile versions thereof.

All visitors, users and others who access the myvipguest.com Website („**Website Users**“, „you“, „your“) are subject to the following Terms & Conditions (**“Terms”**) explained in this document. Please read these Terms carefully before accessing or using any part of this Website or mobile versions thereof and be sure you understand it fully, because it explains and controls your legal relationship with us and your rights related to your use of Website and Services.

If you have any questions, please don't hesitate to contact us at office@cet4biz.com.

By using this Website including your access, navigation and use of Content and Services, also creating an account and checking the "I agree" (or similar) box, or otherwise accessing or using the Website and Services, you (i) agree that you have read, understood, and agree to be legally bound by the terms and conditions of the most recent version of these Terms, and (ii) also that you have read and acknowledge the collection and use of your information as set forth in our Privacy Policy (the **“Privacy Policy”**), whether or not you are a registered user of the Services, and you (iii) agree that you will not engage in any attempt or encourage any of the activities that are or could be in relation with disruptive, commercial, fraudulent or unauthorized use of this Website. You are legally responsible and liable for all of your activities using the Content and Services, also this Website.

If you open an account on the Website on behalf of an organization or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

Please, carefully read CET4Biz Privacy Policy and the Terms applicable to the use of the Website.

If you do not agree with or if any provision of these Terms or any future changes to these Terms or Privacy Policy is unacceptable to you, please refrain from accessing and/or using the Website, Contents and/or Services and also please be aware that you do not have permission to use the Services and that you must immediately discontinue any further use of this Website.

CET4Biz reserves the right to modify the presentation, configuration of the Website, of the Contents and Services and where appropriate, of the corresponding profiles on social media networks, as well as the conditions required for their access and/or use. CET4Biz may terminate, suspend or interrupt the provision of the Website and/or any of the Contents and Services, as well as access to the Website's Contents unilaterally and at any time, without notification, and without the Website User being entitled to claim compensation from CET4Biz for such actions. Therefore, the Website User expressly accepts that this right of CET4Biz exists and, for explanatory purposes, expressly waives any claims for damages that may be brought against the CET4Biz due to the actions taken in this regard.

2. Changes to Terms of Use

CET4Biz reserves the right to update, modify or change these Terms as deemed necessary, in any way and at any time, without any notification. We will attempt to give you advance notice of any change in these Terms by posting the link on this Website. However, we reserve the right to make changes immediately as appropriate determined in our sole discretion. The date of updates to the Terms will be updated at the top of this page. You agree to periodically check this Website for new information and terms that govern your use of Website and Services and to read any changes to these Terms. Using our Website and Services after any changes to these Terms become effective constitutes your acceptance of the new and/or updated Terms.

3. Privacy Policy

CET4Biz respects your privacy and is committed to protecting it during and after your visit to this Website site and when you use any of our products or Services. We have set up appropriate physical, electronic and management procedures to protect the processing of personal data. However, due to the inherent open nature of the Internet, we cannot guarantee that communications between you and us or information stored on this Website or on our servers will be completely secure from unauthorized access by third parties. Therefore, we have policies in place to determine how your personal data shall be processed and protected. We process your personal data in accordance with the applicable rules on personal data protection, in particular in accordance with the General Data Protection Regulation (EU) 679/2016 (hereinafter: GDPR).

Please read carefully CET4Biz Privacy Policy applicable to the use of the Website. By accessing the Website and purchasing any of our products or using our Services, you accept CET4Biz Privacy Policy and understand and acknowledge that we collect and use your personal data as specified in CET4Biz Privacy Policy. If you do not agree with or if any provision of Privacy Policy is unacceptable to you,

please refrain from accessing and/or using the Website, Contents and/or Services and also please be aware that you do not have permission to use the Services and that you must immediately discontinue any further use of this Website.

4. Access to and use of the Website. Prohibition of use for minors without permission.

Your Account. Right to Terminate or Change Services and Your Account

4.1. Access and use of the Website

Access to the Contents and the use of the Services provided by the Website is generally free of charge for Website Users, unless otherwise is arranged by the commercial agreement between the User and the CET4Biz. If the access or enjoyment of certain Contents and/or Services should incur any charges or entry fee or provide personal information to enter any Content, you will be informed thereof in advance.

If and/or when you are required to open an account, you must complete the registration process by providing us with true, accurate, complete and current information about yourself as prompted by the applicable registration form. You will also have to choose a password and a username. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your current or future use of the Website. You may not use a password and username that is used by someone else; is indecent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing; that contains expressions of hatred, bigotry, racism, pornography, or is otherwise objectionable; that infringes any trademark or other proprietary rights of others, violates the rights of any party, or violates any laws; or that is used in any way that otherwise violates these Terms.

You are entirely responsible for maintaining the confidentiality of your password and account, also all activities that occur under your account. You agree to notify CET4Biz immediately of any unauthorized use of your account or any other breach of security. CET4Biz will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable right to use Website, Services and Content for your use only as permitted by the features of the Contents and Services and by these Terms. CET4Biz reserves all rights not expressly granted herein. The Website User agrees to use Website, Services and Content, in accordance with the law, these Terms and any other notices, regulations of use and instructions made available to them. The Website User agrees to refrain from using any of the Services and/or Content for illegal purposes or purposes prohibited under these Terms, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of the Services, computer equipment, documents, files or any other kind of content stored on any computer systems property of CET4Biz, of other Website Users or of any other internet user. Please

notice that all possible benefits from using the Services are only the result of the Website Users social activities and/or loyalty level and are not cashable (services with no financial withdrawal).

The Website, Content and Services are provided on an “As Is” and “As available” basis, without warranty of any kind, and subject to all risks. You agree that your access and use of the Website, Content and Services is at your own risk. Any software or applications downloaded from this Website are at your own risk, and you are solely responsible for any loss of data, ISP disruption, software or hardware failures, or damage to your personal computer, tablet or mobile device. You take the entire risk of satisfactory quality, performance, quality and experience in connection with the Services and this website. CET4Biz expressly disclaim all warranties, express or implied, including, without limitation, warranties of merchantability for any particular purpose or use and non-infringement. CET4Biz provide this Website and Services on a commercially reasonable basis and does not guarantee that you will be able to access or use this Website, Content and Services at all times or all locations, or that will have adequate capacity for the Services as a whole or in any specific geographic area. You acknowledge and agree that your sole and exclusive remedy for any dispute with CET4Biz its related associates is to stop using the services, and to cancel your account. You acknowledge and agree that the CET4Biz and it's associates are not liable for any act or failure to act by them or any other person regarding conduct, communication or Content on the Services or use of this Website to the extent permitted by applicable law. The disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Services and/or this Website under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort. To the extent permitted by applicable law, in no event will the CET4Biz and it's associates be liable to you or anyone else for any direct, indirect, incidental, punitive, special, exemplary or consequential damages (including, without limitation, loss of business, revenue, profits, use, data, or other economic advantage), however it arises, whether for breach of contract or in tort, even if they have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

4.2. Prohibition of use of the Website for minors without permission

Access to and use of Website is subject to being of legal age and in the event that you are a minor, you may access and use the Website only when you have authorization and permission to do so from your parents or legal guardians. If you are a minor and do not have permission from your parents or legal guardians to access this Website, you cannot use our Website. If CET4Biz determine, in our sole discretion, that a person is minor, based on the information provided during the registration process, that person will not be permitted to register.

4.3. Your Account. Right to Terminate or Change Services and Your Account

Your account gives you access to the Services and features that we may establish, maintain, and modify, from time to time and in our sole discretion, unilaterally. By connecting to the Services with a third-party service (e.g., via your Facebook or Google account), you give permission to CET4Biz to access and use your information from that service as permitted by that service, and to store your login credentials

for that service. You are responsible for tracking all activity on your own account, and you agree to: (i) store all passwords and usernames securely; (ii) notify CET4Biz of any unauthorized use or security breach; (iii) never share login details or account access with anyone, including clients or team members, unless explicitly permitted by additional terms applicable to your account type; (iv) accept responsibility for activity that occurs under your account(s); (v) never transfer, rent, "sell," or otherwise make your account available to another person. CET4Biz will not be liable for any liability, damage, cost, loss or expense caused by or in connection with any unauthorized use of your account and/or caused by your acting contrary to the above mentioned.

Your use of the Services and this Website is conditioned upon your continued full compliance with these Terms. Any use of the Services in violation of these Terms will be treated as an infringement of CET4Biz copyrights and other rights. CET4Biz reserves the right to monitor downloads and Users activity to ensure compliance with the terms of these Terms, for security of our Services, fraud detection, and protection of our Users and to ensure compliance with applicable laws.

If the User shares the User Content (as defined in 7.) to any third party (including physical persons and legal entities) through the Service of the Website through any communication channels of Users choice (social media, telephone, personally or by using any service on the Internet), the User is solely responsible for respecting of GDPR when processing the data of the third party. CET4Biz is not liable in the case of the breach of GDPR performed by the User.

We may, unilaterally, without notice, change or modify the Service, stop providing the Service or features of the Service, or create usage limits on this Website at any time, without any liability. We may remove or refuse to post any User Content (defined below) for any reason or no reason, unilaterally, in our sole discretion. We will not be liable for any loss or corruption of User Content you provide to the Website. We reserve the right permanently or temporarily to terminate or suspend your Account and/or your access to any or all of the Services at any time and for any or no reason, including a breach of these Terms in any way, with or without notice, without any liability. You acknowledge that CET4Biz is not required to provide you notice before terminating your Account. If we terminate or suspend your Account, you will lose access to your Account, password, user name, and you will forfeit all related entitlements. You agree that these Terms will survive the termination of your Account for any reason. In such event, we also reserve the right to temporarily suspend or permanently discontinue the Services, any portion of the Services, or the Website at any time, with or without notice to you, without liability. In such events, you must immediately and permanently destroy all copies of the Software in your possession and remove the Software from your hard drive.

You may cancel your account at any time; however, should you cancel your account, you will not be granted a refund upon cancellation. In the event that CET4Biz suspend or terminates your account or these Terms for any reason, you understand and agree that you shall receive no refund or exchange for any license or subscription fees for any portion of the Services, any content or data associated with your account, or for anything else.

5. Intellectual Property Rights

The Website and all its elements such as software, databases, source code, computer applications, images, text, graphics, illustrations, logos, distinctive signs, photographs, fragments of audiovisual works, graphic designs, or any other elements, creations or inventions, are subject to intellectual and industrial property rights or constitute corporate secrets, of which CET4Biz is the exclusive owner (**"Intellectual Property Rights"**). The content of the Website is created and operated by CET4Biz (**"CET4Biz Content"**, **"Content"**). The Website and Services are operated by CET4Biz and the CET4Biz Content is regularly adapted according to the business needs for the Website and Services for the purpose of the Service quality and improvement. By accessing or using the Content, Website and/or Services, downloading material from or uploading material to this Website, do not imply the assignment or transmission to the Website User of any right of the Content, Website and/or Services.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights and the Website User is expressly forbidden from selling, renting, distributing, copying, reproducing, transforming, publicly communicating, making available, extracting, reusing, resubmitting, or exploiting by any means and in any form any Content.

Use of the Content for any purpose not expressly permitted by these Terms is strictly prohibited. You agree to use the Website, Contents and Services for your exclusive personal and private use on your personal computer, tablet or mobile device, provided that it is not for the purpose of developing activities of a commercial or professional nature and in no case for profit. All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted, or offered to CET4Biz in connection with the use of the Services is the exclusive property of CET4Biz. You agree that we may use, sell, exploit and disclose any of your comments in any manner, without restriction and without any compensation to you. If you find out for the existence on the Website of any unauthorized or illegal content contrary to the laws or which might infringement of intellectual or industrial property rights or any other nature, you must immediately notify us via the e-mail address indicated in this Terms, so that appropriate measures may be taken.

6. Copyright and other intellectual property infringement

In appropriate circumstances and in CET4Biz's sole discretion, CET4Biz may terminate or suspend your access to this Website if it deems you to be a infringer of intellectual property rights connected to the Website. CET4Biz may also, in its sole discretion, limit or suspend your access to the Website and/or permanently or temporarily terminate or suspend your Account if you infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Please contact our designated person at office@cet4biz.com if you become aware of any content that may infringe the copyright, other intellectual property right or privacy rights of a third party or that you believe to be in violation of these Terms.

7. User Content

Some parts of the Website may allow Users to submit, post, display, or otherwise make available on the Website, content such as profile information, screenshots, comments, images, files and other content or information ("**User Content**"). Currently on myvipguest.com Website, by choosing the option to register at online.myvipguest.com, you are able to create User Content. User Content includes logos, trademarks and service marks, trade names, and other information posted by Users, which may be used by CET4Biz for marketing and promotional purposes pursuant to the User Content license grant below. You agree to abide by all other applicable terms when you post User Content and interact with other Users. You are solely responsible for your interactions with other Users. CET4Biz reserves the right, but have no obligation, to monitor disputes between you and other Users. We have no liability for your interactions with other Users, or for any User's action or inaction. You are entirely responsible for the content of, and any harm resulting from, all your User Content.

By making User Content available through the Website, you represent and warrant: (i) that any use of the User Content will not infringe any proprietary rights of any third party; (ii) that in case any third party has rights to intellectual property you create, you have either his/her permission to post or make available the User Content or secured his/her from waiver as to all rights in or to the User Content; (iii) the User Content does not contain or install any viruses or other harmful or destructive content and is not spam, is not machine - or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); (iv) the User Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party. In case the User Content includes computer code, you represent and warrant that you have accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by CET4Biz or otherwise. While you maintain all rights, including copyrights, that you own or control in User Content, you hereby grant to CET4Biz, the following licenses to your User Content, („User Content License Grant“):

By posting any User Content on the Website, you expressly grant, and you represent and warrant that you have all rights necessary to grant, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the myvipguest.com Website and CET4Biz's business, including without limitation for promoting and redistributing part or all of the Website in any media formats and through any media channels. CET4Biz may, but is not obliged, to cite you as the owner of such User Content in our marketing or other communications. If, for any reason, you are deemed to have retained, under applicable law, any right, title or interest in or to any portion of your User Content, you agree to and hereby do assign to CET4Biz all of your right, title and interest in and to your User Content, without additional consideration, under applicable patent, copyright, trade secret, trademark and other similar laws or rights, in perpetuity.

You also hereby grant each User of the Website a non-exclusive license to access your User Content through the Website, as permitted through the functionality of the Website and under these Terms.

You agree not to post User Content that is or contains any information or content that is illegal, pornographic, fraudulent, immoral, infringing, harassing, offensive, or defamatory material or may create a risk of any harm, loss or damage to any person or property physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal or that could violate the privacy or publicity rights of any third party or that you do not have a right to make available under any law or under contractual or fiduciary relationships, also that contains any information or content that you know is not correct and current or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.

CET4Biz have no obligation to accept, display, review, monitor, distribute, store, maintain or delete any Content that you submit or post. We reserve the right, in our sole discretion, to refuse to post, delete or remove any Content that you posted to this Website without notice for any reason at any time, without any liability. We may also move, re-format, distort, obscure, edit, modify or alter any User Content without notice to you and without liability.

8. Third-Party Links and Content.

The Website may contain third-party content and links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by CET4Biz. CET4Biz does not have or take any responsibility for any such third-party sites, information, materials, products, content, or services. If you access a third party website from the myvipguest.com Website, you do so at your own risk, and you understand that these Terms do not apply to your use of third-party websites. These third-party websites collect data or solicit personal information and may collect data or solicit personal information from minors to register for features in accordance with their own privacy policies. CET4Biz is not responsible for their privacy policies, or for the collection, use or disclosure of any information those sites may collect. For more information, please review the privacy policies of each respective third party website.

You expressly relieve CET4Biz from any and all liability arising from your use of any third-party website, service, or content. You agree that CET4Biz shall not be responsible for any loss or damage of any sort relating to your dealings with third parties.

9. Fees and Paid Services

Certain aspects of the Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to the posted pricing and payment terms as we may update them from time to time in our sole discretion. You allow that CET4Biz can initiate the contact with you to establish separate commercial agreements and payment conditions for the purpose of improvement or adaptation of the Services suited to your demand. We may cancel subscriptions without prior notice if we are unable to process payment through the provided method of payment.

You agree that all refunds are at the sole discretion of CET4Biz. CET4Biz has no obligation to refund any paid amounts.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Website must be accurate, complete, and current. You agree to pay all charges incurred by using of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred. You take full responsibility for all taxes and fees of any nature associated with the Services. You acknowledge and agree that we will have access (and that is or could be publicly visible on the Website) to purchase information including the username you selected along with the asset you purchased and the date you purchased it but we will not have access to any credit card information.

10. Applicable legislation and jurisdiction

These Terms, the relationship between you and CET4Biz and all related matters are governed by Austrian law. If your compliance with or our rights under these Terms is in any way affected by consumer protection laws in your country of residence, you should not use our Website. The User and CET4Biz agree to submit to the jurisdiction of the courts of Vienna, Republic of Austria, expressly waiving any other jurisdiction that may correspond, for the resolution of any issues related to these Terms, unless a mandatory law provides otherwise.