

# GROUPON

## SPECIAL TERMS AND CONDITIONS

This Agreement is between:

- (1) Merchant; and
- (2) Groupon Sp. z o.o. with its registered office in Warsaw, Al. Jerozolimskie 123A, 02-017 Warsaw, entered into the register of entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, at KRS number 0000310218, NIP (Tax Identification Number): 5252429432, REGON (statistical number): 141471026, share capital: PLN 50.000,00 ("Groupon").

Groupon Consultant Name:

Email:

Phone:

Salesforce contract #:

006UJ000008h2OYIAY

### Merchant Information

Company Name ("Merchant")	Prague City Tourism, a. s.
Merchant Company Number	07312890
Merchant VAT ID Number	CZ07312890
Merchant Owner/Managing Director	Mgr. František Čipro, Chairman of the Board, Mgr. Jana Adamcová, Deputy Chairwoman of the Board
Merchant Registered Office Address	Zámecká 110/2 Praha, Praha 110 00 CZ
Merchant Trading Name	Prague Visitor Pass
Merchant Contact Person	
Merchant Phone	+420
Merchant Website	<a href="https://www.prague.eu/">https://www.prague.eu/</a>
Merchant Email	
Other Info	

The Merchant shall provide the Merchant Offering, described below, to Voucher Holders in accordance with the terms of this Agreement.

### Merchant Offering

Visitor Pass 48 h Adult	
Visitor Pass 72 h Adult	
Visitor Pass 120 h Adult	
Visitor Pass 48h student	
Visitor Pass 72h student	
Visitor Pass 120h student	
Visitor Pass 48h child	
Visitor Pass 72h child	
Visitor Pass 120h child	

Additional Information	
Redemption Instructions:	<p>1. Print Groupon (or pull it up with our mobile app).</p> <p>To redeem the coupon, the customer should either download the app and enter the code when logging in, or exchange it for a physical card at the location indicated in the offer.</p> <p>The offer and its description will be accepted by the partner before the start of the campaign.</p> <p>Groupon does not charge the customer any administrative fees. The offer is excluded from additional promotional codes Offer end date: 30.09.2024 Start date will be confirmed with the partner</p> <p>Prior to the start of the offer, Partner will send Groupon the codes (for each option) in a csv file. Each Groupon customer, during purchase, will be generated a random code from the pool.</p> <p>Billing based on external codes prepared by the Partner:</p> <p>For billing purposes, the Partner agrees to send a list of used codes, originating from Groupon campaigns The list of codes should be sent to:</p> <p>Any changes to the provisions of this Agreement require the consent of both parties expressed in writing (in particular - in an electronic form equal to written form) by authorized representatives of the parties:</p>
Payment Terms:	Payment in accordance with section 4

Merchant bank account information	
Account Owner:	Prague City Tourism a.s.
IBAN:	
BIC:	
Currency	

Deal Option 1		Visitor Pass 48 h Adult				
Original Price	Groupon Voucher Price	Success Fee	Discount (OP/GPV)	Redemption Period	Initial Cap	Monthly Cap

  

Deal Option 2		Visitor Pass 72 h Adult				
Original Price	Groupon Voucher Price	Success Fee	Discount (OP/GPV)	Redemption Period	Initial Cap	Monthly Cap

Deal Option 3			Visitor Pass 120 h Adult			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>
Deal Option 4			Visitor Pass 48h student			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>
Deal Option 5			Visitor Pass 72h student			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>
Deal Option 6			Visitor Pass 120h student			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>
Deal Option 7			Visitor Pass 48h child			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>
Deal Option 8			Visitor Pass 72h child			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>
Deal Option 9			Visitor Pass 120h child			
<u>Original Price</u>	<u>Groupon Voucher Price</u>	<u>Success Fee</u>	<u>Discount (OP/GPV)</u>	<u>Redemption Period</u>	<u>Initial Cap</u>	<u>Monthly Cap</u>

FEATURE OPTIONS		DESCRIPTION
Feature Period	Sell Vouchers until Initial Cap is sold out.	

This Agreement is made up of the (a) General Terms and Conditions (as of the date of Merchant's signature below), (b) these Special Terms and Conditions and (c) the Additional Terms and Conditions, if any. Capitalised terms used but not defined in these Special Terms and Conditions are defined in the General Terms and Conditions. The parties hereby agree to be bound.

<b>Accepted by the Merchant:</b>  (Signature)  Name: Mgr. František Cipro Position: Chairman of the Board Date: 08.07.2024	<b>Accepted by Groupon:</b>  (Signature)  Name: Position: Date: 28.07.2024
<b>Accepted by the Merchant:</b>  (Signature)  Name: Mgr. Jana Adamcová Position: Deputy Chairwoman of the Board Date: 08.07.2024	



**GROUPON MERCHANT CONTRACT GENERAL TERMS AND CONDITIONS POLAND  
(VERSION 001Y-12 FEBRUARY 2024)**

This "Agreement" is comprised of (a) these General Terms and Conditions, (b) the Special Terms and Conditions and (c) the Additional Terms and Conditions, if any.

**1. Parties' Obligations**

**1.1. Groupon's Obligations**

- (1) During the term of this Agreement, the Merchant irrevocably appoints and authorises Groupon to act as its agent for the purpose of concluding contracts for the sale, supply or provision of the Merchant Offering between the Merchant and the Voucher Holder by means of Vouchers issued by Groupon in the name and on behalf of the Merchant.
- (2) Groupon shall, based on the specifications provided by the Merchant and set out in the Special Terms and Conditions, design and publish Offers (the "Offers") for Vouchers (as defined below) which are issued by the Merchant.
- (3) The Offer shall be published for one or more periods of time ("Feature Periods") and up to a maximum of number of Vouchers (the "Cap"). The length of the Feature Period(s) and their relationship to the respective Cap(s) are specified in the Special Terms and Conditions. Following the end of a Feature Period, the Advertisements may remain accessible via a hyperlink.
- (4) The Merchant authorises Groupon to use its sole discretion in deciding when, where and to whom the Offers are published during the Feature Period(s).
- (5) Voucher shall mean an instrument, provided to customers in the name and on behalf of the Merchant, in either physical or electronic form, which, when presented to the Merchant within a certain period of time (the "Redemption Period"), shall entitle the holder of such Voucher (the "Voucher Holder") to receive the Merchant Offering from the Merchant.
- (6) Merchant Offering shall mean the goods and/or services specified in the Special Terms and Conditions.
- (7) The Redemption Period, as set out in the Special Terms and Conditions, may be:
  - (a) Fixed, where all the Vouchers must be presented to the Merchant by a fixed date (e.g. December 31); or
  - (b) Relative to Feature Period, where the Redemption Period of the Voucher begins on the first day of the Feature Period and ends a certain period of time (e.g. three months) afterwards; or
  - (c) Relative to Purchase, where the Redemption Period of the Voucher begins with its purchase and ends a certain period of time (e.g. three months) afterwards; and
  - (d) Staggered, which means that, irrespective of whether the Redemption Period is fixed or relative, for an agreed upon portion of the Cap, the end of the Redemption Period is postponed by an agreed upon period of time (e.g. for 1/3 of the Vouchers the final date for redemption of December 31 is postponed to January 31).
- (8) In addition to the Offer, Groupon shall have the right and distribute the Vouchers in the name and on behalf of the Merchant.

**1.2. Merchant's Obligations**

- (1) The Merchant – not Groupon – is solely responsible for providing the Merchant Offering to the Voucher Holder including, but not limited to, the supply or delivery of the Merchant Offering, customer service, after-sales-service and return management. The contract for the sale, supply or provision of the Merchant Offering will in all cases be between the Merchant and the Voucher Holder. The Merchant holds Groupon free from any possible claims of the Voucher Holder regarding the Merchant Offering, including, but not limited to, claims of personal injury, death or property damage. Issues arising out of or related to the supply of the Merchant Offering by the Merchant to Voucher Holders do not affect Groupon's right to retain its Success Fee.
- (2) Prior to Groupon selling Vouchers for the Merchant Offering, Merchant will be provided with a preview of the Advertisement containing the content of the proposed Advertisement based on information that: (a) Merchant has provided; (b) is publicly available on Merchant's website and social media accounts; and/or (c) is sourced from a third party. Merchant shall review this Advertisement preview and notify Groupon if: (x) any of the information on the Advertisement preview is incorrect; (y) anything about the proposed Advertisement does not comply with any applicable laws or regulations; or (z) Merchant is not licensed or otherwise authorised to use any intellectual property featured in the Advertisement preview. The Merchant's representations, warranties and grants described in Sections 2 and 6 will apply to all content in the Advertisement preview unless the Merchant informs Groupon otherwise before the Vouchers are made available for sale.

## **2. Warranties and Representations**

### **2.1. Merchant's Warranties and Representations**

The Merchant warrants, represents and undertakes that:

- (a) it is authorised to enter into this Agreement and that this Agreement is signed by an authorised representative of the Merchant;
- (b) it shall inform Groupon in writing immediately of any change that could affect this Agreement;
- (c) all information provided by the Merchant and set out in this Agreement is accurate, complete and correct, including, but not limited to, the Merchant Offering, the discount or any shipping dates or delivery timeframes (if applicable);
- (d) It has obtained (and shall obtain and maintain throughout the term of this Agreement) all necessary licenses, consents and permissions relevant to this Agreement and to the Merchant Offering;
- (e) all data and information provided by the Merchant to Groupon shall (and the Merchant's behaviour shall at all times) be in compliance with all applicable laws and regulations and in accordance with any guidelines, standards and relevant codes of practice;
- (f) in respect of the redemption of Vouchers online (including the use of Voucher and/or security codes generated by Groupon in the name and on behalf of the Merchant, the Merchant or a third party), the Merchant's website shall be capable of handling and

processing such online redemption in accordance with the technical requirements applicable on the day of execution of this Agreement; during the term of this Agreement it shall not give any individuals other than a Voucher Holder who has presented a Voucher to the Merchant a discount for the products and/or services which constitute the Merchant Offering;

- (g) once a Voucher Holder has redeemed the Merchant's Voucher, a contract is created in respect of the sale, supply or provision of the Merchant Offering and the Merchant is obliged to fulfil the contract;
- (h) during the term of this Agreement it shall not give any individuals other than a Voucher Holder who has presented a Voucher to the Merchant a discount for the products and/or services which constitute the Merchant Offering;
- (i) that the price specified in the Special Terms and Conditions as the "Original Price" was the actual selling price of the Merchant Offering for at least 30 days prior to the Effective Date of this Agreement and that such Original Price will not be reduced under the end of the Feature Period under this Agreement;
- (j) it shall without any undue delay provide Groupon with appropriate and reasonable evidence of the Original Price, e.g. by submitting a copy of an invoice, if requested by Groupon to do so at any time during this Agreement;
- (k) it complies with Groupon's Vendor Code of Conduct (<https://www.groupon.com/pages/vendor-code-of-conduct>); and
- (l) It complies with all applicable international, federal, state, local and other laws, including but not limited to the U.S. Foreign Corrupt Practices Act and UK Bribery Act, and any and all executive orders and rules and regulations issued thereunder that prohibit providing a payment of money or anything of value to a foreign government official, public international organisation official, foreign political party, foreign political party official or candidates for such offices, either directly or indirectly, for the purpose of influencing official acts and decisions (including failures to act and decide) in order to assist in obtaining or retaining business or directing business to any entity and any provisions of local law and Groupon's policies and procedures related thereto.

## **2.2. Groupon's Warranties and Representations**

- (1) Groupon warrants, represents and undertakes that it will execute its obligations arising under or in connection with this Agreement with reasonable care and skill.
- (2) Groupon does not warrant or guarantee that services offered on or through the Internet will be uninterrupted or error-free or that its services will result in any revenue or profit for the Merchant.

## **3. Exclusion of Liability**

- (1) Groupon does not exclude or limit any liability that cannot be excluded or limited by applicable law.
- (2) Subject to section 3. (1), Groupon shall not be liable for any indirect loss. Further, Groupon shall not be liable, whether directly or indirectly, for (i) loss of actual or

anticipated profits; (ii) loss of goodwill; or (iii) loss of data and/or the costs of restoration of data.

- (3) Subject to sections 3. (1) and (2), Groupon's total liability under this Agreement, howsoever arising, shall in no circumstances exceed the greater of PLN 5,000 or the cumulative total amount of the Success Fee Groupon has received under this Agreement.

#### 4. Payment and Payment Terms

##### 4.1. Voucher Price Collection

Groupon shall collect from the distribution of each Voucher in the name and on behalf of the Merchant the purchase price of such Voucher (the "Voucher Price"), as set out in the Special Terms and Conditions or as varied in section 4.2(4). In consideration for the services that Groupon provides to the Merchant it is entitled to the remuneration as set out as follows:

- (a) If the Voucher is redeemed (as defined below) with the Merchant Groupon shall deduct from the Voucher Price: (i) Its Success Fee, as set out in the Special Terms and Conditions, (ii) a percentage of the Voucher Price defined in the Special Terms and Conditions will be fixed on the day of signing thereof as payment for administrative fees, and (iii) any legally applicable VAT in respect of (i) and (ii), and remit the balance (the "Remittance Amount") to the Merchant; and
- (b) If the Voucher is not redeemed, Groupon shall retain the Voucher Price (including any VAT due from Groupon to the tax authorities on its services).

##### 4.2. Payment Terms

- (1) The Merchant shall receive the Remittance Amount only for Vouchers where the Merchant has informed Groupon, within 30 days following the end of the Redemption Period applicable to that Voucher (the "Notice Period"), that such Voucher was redeemed. Groupon shall remit the Remittance Amount for redeemed Vouchers to the Merchant within 15 working days after it has been informed of the redemption of the Voucher. For the avoidance of doubt, Groupon is under no obligation to transfer any amounts (including, but not limited to, any Remittance Amount) to the Merchant where a Voucher is not redeemed or, even if redeemed, the Merchant informs Groupon of the same after expiry of the Notice Period.
- (2) The parties agree that a Voucher is redeemed when:
- (a) The Voucher Holder has presented the Voucher to the Merchant within the Redemption Period;
  - (b) The Merchant has delivered the Merchant Offering in full to the Voucher Holder;
  - (c) The Merchant has provided to Groupon evidence of (a) and (b) prior to the end of the Notice Period (including the Voucher security code and/or other evidence Groupon may reasonably request as proof of the provision of the Merchant Offering, for example, but not limited to, a delivery confirmation in case of delivery of physical goods); and



(d) The Voucher Holder whose Voucher or Voucher's security code the Merchant has submitted to Groupon has not been given a refund by Groupon acting as the issuer of the Merchant's Voucher.

For the avoidance of doubt, if any of the above four described requirements are not met, a Voucher is not redeemed and Groupon is under no obligation to pay the Merchant any amount in respect of that Voucher as the amounts retained represent additional consideration for Groupon's services to the Merchant.

- (3) In the event of a Merchant Offering which comprises the provision of services over an extended period of time (for example, a gym membership or multiple yoga sessions) ("Long-Term-Deal") and in the event such provision extends beyond the Notice Period, the condition set out in section 4.2 (2) (b) shall be waived. Instead, for each Long-Term-Deal, Groupon may withhold the percentage set out in the Special Terms and Conditions of the respective total Remittance Amount until the Merchant has delivered or provided the Merchant Offering in full to each and every Voucher Holder or expiry of all vouchers.
- (4) In an effort to increase Voucher sales, the Merchant authorises Groupon to increase or decrease the Voucher Price (any such effort, "Promotional Programme(s)"). For each Voucher sold as part of a Promotional Programme, the Remittance Amount will be adjusted in an amount equal to the percentage increase or decrease in the Voucher Price ("Promotional Adjustment"), provided that, any decrease of the Remittance Amount will not exceed 20% of the Remittance Amount. Promotional Programmes include the following:
- (a) Promotional Codes - A "Promotional Code" is a code that purchasers may use, as authorised by the Merchant under this Agreement, to receive a discount on the Voucher Price; and
- (b) Price Optimisation - "Price Optimisation" is any change (excluding Promotional Codes) to the Voucher Price.

Groupon shall inform the Merchant of the final selling price of each Voucher.

- (5) Any payment made by Groupon to the Merchant shall be without prejudice to any claims or rights which Groupon may have against the Merchant.

#### **4.3. VAT and Invoices**

- (1) Groupon shall be liable for the amount of VAT which, under the laws applicable to this Agreement, shall accrue to Groupon. The Merchant shall be liable for the amount of VAT which, under the laws applicable to this Agreement, shall accrue to the Merchant..
- (2) Groupon shall issue a VAT invoice to the Merchant in compliance with applicable law i.e. issued to the end of agreed accounting period (month) and shall include Groupon's Success Fee + administrative fees as its remuneration for service.
- (3) The Merchant shall provide Voucher Holders with an invoice or other document (i.e. fiscal receipt) in compliance with applicable law.
- (4) Partner accept issuing and receiving VAT invoices by Groupon in electronic form with all legal consequences of such delivery, which invoices will be later printed and stored in paper form. Change of e-mail address given on the STC used for receiving of e-mails shall be notified in electronic form, otherwise will not be legally binding

**4.4. Refunds**

Groupon is authorized by the Merchant but is not to refund any buyer of a Voucher who, in Groupon's opinion, has a valid complaint about the Merchant Offering, including, but not limited to, its supply or delivery. If Groupon has already paid the Merchant in respect of such refunded Voucher, Groupon may recover the refunded amount from the Merchant.

**4.5. Set-off**

Groupon may set off against any amounts payable to the Merchant any amount owed by the Merchant to Groupon (or to a third party, if such third party claims such amount from Groupon or, in Groupon's reasonable opinion, will likely do so). The Merchant shall not have the right to set off any amounts owed by Groupon.

**5. Merchant Centre and Mobile Redemption Device**

**5.1. Merchant Centre**

The Merchant Centre is an on-line tool whereby the Merchant may access information (e.g. Voucher sales, analytics and statistics, payment data, customer feedback) and submit data related to Vouchers. In order to use the Merchant Centre, the Merchant must register an account on Groupon's website and accept the Terms of Use of the Merchant Centre as Additional Terms and Conditions to this Agreement. Groupon reserves the right to require the Merchant to use the Merchant Centre and the Merchant agrees to do so upon Groupon's request.

**5.2. Mobile Redemption Device**

If Groupon provides the Merchant a Mobile Redemption Device (the "Device"), the Merchant agrees to be bound by the terms of use, end user license agreements, or other provisions governing its use provided by Groupon as Additional Terms and Conditions. The Merchant shall return the Device following termination of this Agreement.

**6. Intellectual Property**

**6.1. Licensing of IP by the Merchant**

The Merchant grants to Groupon a non-exclusive, worldwide, royalty free, paid-up, irrevocable, transferable and sub-licensable right to use the Merchant's registered and un-registered intellectual property rights ("Merchant IP"), and any third party's intellectual property rights supplied by the Merchant to Groupon ("Third Party IP"), including, but not limited to, any editorial text or images, for the purpose of, including, but not limited to, recording, reproducing and publishing it. Such licence shall be granted for the purpose of (i) enabling Groupon to create the Advertisements and promote the Merchant Offering and Vouchers; and (ii) including the Merchant's logo in Groupon's marketing materials used for highlighting merchants it has worked with

**6.2. Merchant's Warranties regarding Licensed IP**

- (1) The Merchant warrants that it owns licensing rights related to any third party's intellectual property ("Third Party IP") that it provides or asks Groupon to use for inclusion in the Advertisements, and it grants Groupon the right to use the Third Party IP for the sole purpose of enabling Groupon to create the Advertisements. The Merchant is liable for any breach of Third Party IP that is caused by the Advertisements.
- (2) The Merchant warrants that the Merchant Offering shall not infringe any Third Party IP.

**6.3. Groupon's IP**

The Merchant shall not use any of Groupon's Intellectual property rights or prepare any derivative work based thereon.

**6.4. Merchant's Warranties Regarding Photographs**

The Merchant warrants that all persons appearing in images that make up Merchant IP or Third Party IP have given (or, if any are 18 or under, their parent or guardian has given) such consent as is necessary to allow Groupon to use such images in the Offers.

**7. Confidentiality and Privacy**

**7.1. This Agreement**

The Merchant agrees to keep strictly confidential the terms of this Agreement, all of its contents and all information that it obtained about Groupon's business, including, but not limited to, the finances, technology and affairs of Groupon.

**7.2. Voucher Holder Data**

Within this section 7.2, the terms "Controller", "Personal Data", "Personal Data Breach" and "Supervisory Authority" shall have the same meanings as are set out in European Union Regulation (EU) 2016/679. Groupon, its affiliated entities and the Merchant are each a separate Controller of all Personal Data about Voucher Holders. Where Groupon (or an affiliated entity or other third party) provides personal data about Voucher Holders to the Merchant, in providing its services to the Merchant, the Merchant shall use the personal data of Voucher Holders to fulfil its obligations in connection with the Merchant Offering, and otherwise only for purposes which are not incompatible with the purposes set out in the customer Privacy Statement at <https://www.groupon.pl/legal/privacy-policy>. The Merchant is responsible for checking for any updates to the customer Privacy Statement that could affect its use of the Personal Data. The Merchant shall ensure that at all times it complies in full with all applicable laws and regulations (including but not limited to European Union Regulation (EU) 2016/679), and that it implements and complies with reasonable security measures, including, but not limited to, such security measures as prescribed by applicable law, in the handling of any personal data of Voucher Holders. In the event

of a Personal Data Breach affecting any Personal Data of Voucher Holders on the Merchant's systems, the Merchant will Inform Groupon without undue delay, and in any event within 48 hours, of such Personal Data Breach, complaint or communication, shall take all steps necessary to mitigate the effects of such Personal Data Breach on affected Voucher Holders, and shall comply any reasonable instructions from Groupon which relate to the Merchant's response to the Personal Data Breach. In the event that the Groupon or Merchant receives a complaint from a Voucher Holder about the Merchant's use of their Personal Data, or in the event that Groupon or the Merchant receives a communication from a Supervisory Authority regarding their use of Personal Data relating to a Voucher Holder, the Merchant will inform Groupon before responding to such complaint or request, or will take all reasonable steps to assist Groupon in responding to that request, as appropriate.

**7.3. Merchant Privacy Statement**

By signing this Agreement the Merchant acknowledges it has read and understood Groupon's Merchant Privacy Statement at <https://www.groupon.pl/merchant/data-privacy>

**7.4. Background Checks**

- (1) Groupon reserves the right to make credit and financial checks and credit-related inquiries about the Merchant, including but not limited to obtaining information from public registers, National Register of Debtors or from any other entity which provides an evaluation of the creditworthiness of the Merchant, which will be carried out as described in Groupon's Merchant Privacy Statement. The Merchant agrees to co-operate with Groupon's reasonable requests in respect of conducting these checks. The Merchant acknowledges that Groupon may record phone calls with the Merchant for quality assurance and compliance purposes.

**8. Term and Termination**

**8.1. Term**

- (1) This Agreement ends when the period for making payments, as set out in sections 4.2 (1) and (3), has expired for the last Feature Period covered by this Agreement.
- (2) In the event the number of Feature Periods is not defined, each party may terminate this Agreement with one month's written notice

**8.2. Termination in Case of Material Breach**

- (1) Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving notice in writing to the other party if:
- (a) the other party commits a material breach of this Agreement and such breach either cannot be remedied or, where remedy is possible, is not remedied within seven days after a written request to do so; or

- (b) the other party commences negotiations with any class of creditors about re-scheduling its debts, an order is made for the other party to be wound up, or an administrator is appointed over the other party.
- (2) Without prejudice to Groupon's other rights hereunder or at law, if the Merchant commits a material breach or persistent breaches of this Agreement, including, but not limited to, its duties under section 1.2, Groupon may suspend its performance under this Agreement until such time as the same are remedied.

**8.3. Accrual of Rights and Obligations**

Termination of this Agreement in accordance with its terms shall not affect the accrued rights or liabilities of the parties at the date of termination and shall have no effect on: (a) the validity of Vouchers already sold prior to termination; or (b) the Merchant's obligations to provide the Merchant Offering in respect of such Vouchers.

**8.4. Survival**

Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including, but not limited to, sections 1.2, 2, 3, 4, 6, 7.1, 7.2, 8.3, 8.4, 9 and 10 shall remain in full force and effect indefinitely.

**9. Indemnification**

- (1) The Merchant agrees to defend, indemnify and hold Groupon, its affiliated and related entities, and any of its respective officers, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including, but not limited to, reasonable attorneys' fees and costs) arising out of or relating to any of the following:
  - (a) any claim by the relevant tax authorities for the tax obligations of the Merchant arising from the issuance, sale or redemption of a Voucher;
  - (b) any claim by a Voucher Holder or anyone else arising out of or in connection with the Merchant Offering (or any goods and/or services actually or purportedly offered in respect of or in connection to a Voucher) or any other goods and/or services offered by the Merchant, including, but not limited to, claims for personal injury, death, or property damages;
  - (c) any claim or fine imposed by a public or regulatory body arising out of (i) a breach of applicable law by the Merchant; (ii) the provision of false or misleading information by the Merchant; or (iii) the Merchant not providing the Merchant Offering as described; and
  - (d) any breach (or alleged breach) of sections 6, 7.1 or 7.2.
- (2) The Merchant agrees to indemnify Groupon for losses arising from each occasion that the Merchant offers a Voucher Holder the Merchant Offering at the Voucher Prices or lower without the need for a Voucher, following contact from a Voucher Holder attempting to redeem their Voucher.

**10. Miscellaneous**



- (1) This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement from STC, understanding or arrangement between the parties, whether oral or in writing.
- (2) No terms and conditions or other document submitted, proposed or stipulated by the Merchant shall be binding between the parties in respect of the transaction set out in this Agreement, unless expressly agreed to in writing by Groupon.
- (3) This Agreement may be amended or modified only by mutual written agreement (including, but not limited to, email) of authorised representatives of the parties.
- (4) No waiver by Groupon of any violation or default in performance of the provisions of this Agreement shall be deemed a waiver of such provisions or the right of Groupon to thereafter enforce such provisions, or any other provisions, of this Agreement.
- (5) Nothing in this Agreement shall be construed to create a joint venture, partnership or franchise relationship between the parties.
- (6) Headings to and within sections of this Agreement are for convenience only and do not form part of this Agreement and shall not affect the interpretation of this Agreement.
- (7) The Merchant is not authorised to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Groupon's prior written consent. Groupon is authorised to transfer or assign this Agreement or any of its rights thereunder to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets or business, or by operation of law, without notice to the Merchant.
- (8) In case this Agreement is in electronic form, the parties agree to use an electronic signature service for the purpose of signing this Agreement; the parties further agree that using an electronic signature shall be treated with the same legal force and effect as a signature written by hand, and will not be denied legal validity solely due to the fact that the signature is in electronic form.
- (9) If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.
- (10) This Agreement shall be governed and interpreted by the laws of Poland, without regard to its conflict or choice of law principles. Exclusive venue for any disputes shall be the courts of Warsaw.
- (11) The Effective Date of this Agreement shall be the date that the last of Groupon or the Merchant signs this Agreement or otherwise indicates its assent in writing.

**Additional Information**

Groupon is required to provide the Merchant with certain additional information as follows:

1. Groupon may opt to suspend or terminate promotions of the Merchant Offering. This may be due to any of the following factors:
  - (a) Merchant business closure;
  - (b) High rate of refunds;
  - (c) High rate of customer complaints;

- (d) Low customer satisfaction;
  - (e) Merchant refusing to honour Vouchers;
  - (f) Merchant breaching this Agreement;
  - (g) Very serious customer complaints such as allegations of violence;
  - (h) Merchant is fully booked;
  - (i) Accusations of intellectual property infringement;
  - (j) Groupon not selling as many Vouchers as expected; or
  - (k) Groupon believes the promotion is no longer commercially viable.
2. Groupon or its affiliates may promote the Merchant Offering through third party publishers signed up to Groupon's network or a third party network. This may include exposure on:
- (a) Cashback websites;
  - (b) Coupon websites;
  - (c) Blogs and other content websites focussed on specific topics;
  - (d) Emails sent to third party databases; and/or
  - (e) "Influencers" on platforms such as Instagram.
- Product-related Merchant Offerings may also appear on price comparison websites.
3. The main factors that determine the ranking of Advertisements on [www.groupon.pl](http://www.groupon.pl) are as follows:
- (a) Predicted quality of a Merchant Offering, based on category, price, discount and performance of similar offerings by other merchants;
  - (b) Quality of a Merchant Offering, based on views and sales;
  - (c) Personalisation based on customer-specific data including past purchases, search history and other behavioural data, which helps determine the relevance of the Merchant Offering to the customer; and
  - (d) Strategies on whether to maximise promotion of Merchant Offerings expected to convert well or test Merchant Offerings for performance.
- Groupon determined that these would be the main factors because of their relevance in ensuring customers would be most exposed to offerings they would be interested in.
4. Personal data: Groupon has access to customer personal data in accordance with the privacy statement referred to in Section 7.2 above, which also sets out the conditions under which customer personal data can be provided to the Merchant. Groupon has access to Merchant personal data, and the Merchant has the right to access that data, in accordance with the privacy statement referred to in Section 7.3 above. Both privacy statements set out the scenarios in which Groupon may provide personal data of customers and Merchants to third parties.
5. Non-personal data: Non-personal Merchant data collected by Groupon from Merchant consists of business-specific contact details. The Merchant may request a copy of such information from Groupon.
6. Merchants who wish to raise a complaint with Groupon may do so by using the Merchant Centre. The complaint will be dealt with by Groupon's merchant services team or passed to another team to handle if appropriate. A Groupon representative will respond to the Merchant and attempt to resolve the complaint if possible.
7. In the event Groupon and the Merchant are unable to resolve a dispute, Groupon is willing to use the following mediation service: <https://e-nom.eu/>.

#### **ADDITIONAL TERMS AND CONDITIONS FOR THIRD PARTY INVENTORY PLATFORM**

1. These Additional Terms and Conditions apply in the event Groupon publishes Advertisements based on information provided by the Merchant via Groupon's third party inventory platform service.
2. The Discount and Success Fee as set out in the Special Terms and Conditions shall remain fixed. The Merchant may alter the Original Price at its discretion and Groupon shall automatically alter the Voucher Price based on the Discount.
3. Section 4.2(4) of the General Terms and Conditions shall not apply.