

PLEASE READ CAREFULLY OUR **TERMS OF USE** AND **PRIVACY POLICY** BEFORE USING THE SERVICES OFFERED BY IT DIGITAL SERVICES SRL.

LEGAL NOTICES

The **websites** <https://digitalpomelo.com>, <https://www.wikoti.com>, <https://www.business.wikoti.com> and **wikoti™ applications** are published by: IT digital POMELO, a limited liability company registered in Romania (European VAT N° RO38093953) with main offices in Romania, Timisoara, street Closca, 36.

IT digital POMELO websites are hosted by Amazon Web Services EMEA SARL, 5 Rue Plaetis L-2338 Luxembourg (Lëtzebuerg).

TERMS OF USE

Effective date: September 10, 2018

We may change our policy at any time and we invite you to review it on a regular basis to be informed of any updates.

1.Introduction

11. In this policy “users”, “you” and “your” refer to travelers and locals visiting our websites or using our Mobile Application: **wikoti™** for travelers and urban explorers;
12. In this policy “we”, “us”, “digital POMELO”and “our” refer to IT digital POMELO SRL;
13. In this policy “Service” refers to the services provided to users when visiting our websites or using our mobile application: **wikoti™** for travelers and urban explorers;
14. In this policy “Site” refers to any of our websites;
15. In this policy “mobile application”, “application” and “app” refer to our mobile application **wikoti™** for travelers and locals;
16. IT digital POMELO SRL offers **wikoti™**, allowing **travelers and locals**:
 - a. To discover restaurants, bars, cafes, pubs, clubs ... nearby based on their requirements and preferences;
 - b.To get personalized and contextualized recommendations about venues nearby based on their preferences and tastes;
 - b.To stay-tuned to their favorite venues, their tastes and preferences;

17. This document informs you about our **Terms of Use** of our websites and our application wikoti™ for travelers and urban explorers;
18. This Terms of Use and the Privacy Policy (accessible at <https://wikoti.com>) constitute your agreement with IT digital POMELO SRL. **You should not use our websites and/or mobile applications if you do not agree with all or some of the terms of this agreement;**
19. The use of the Service is only permitted for private, non-commercial purpose. **If you are a business owner or a business manager using the application wikoti™ for business, you should refer to our Terms Of Use For Business available at: <https://www.business.wikoti.com>;**
20. By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you declare and acknowledge having fully read and agree to all of the terms and conditions contained in our Terms of Use and in our Privacy Policy.

2. Service scope

21. The Service allows you to search and discover venues (restaurants, bars, cafes, pubs, clubs...) on the spot based on your requirements and preferences, as well as to contact businesses, book seats and get directions to reach the venue you have selected;
22. The Service allows you to get personalized recommendations based on your preferences and tastes;
23. The Service allows you to be notified when relevant offers to your preferences and expectations are available nearby;
24. As a user you are invited to provide feed-back about your experience in venues you have visited;
25. Features can be updated, added or removed at any time: <https://wikoti.com> provides additional information about features and use cases.

3. Free Service

31. The Service and the Site are accessible to all eligible users for free. If you use a mobile device, please be aware that your carrier's normal rates and fees will still apply.

4. Eligibility and Access to Service

41. To use the Service, you need to be at least 12 years old;
42. The Service doesn't require any registration but allows account creation. In case you create an account, you should not create any account for anyone other than yourself and should provide a valid email address.

5. Prohibited actions

51. The Site and Mobile Application content as well as the software infrastructure used to provide such content, belongs to digital POMELO. You agree not to modify, copy, distribute, make available, publish, license, sell or resell any information, software, products or services obtained from or through the Site/Service and Mobile Applications;
52. By using the Service, you commit:
 - to not use it for illegal, illegitimate or fraudulent purposes;
 - to provide fair and honest feedback (customer review) about your experience in a given venue;
 - to not submit reviews, comments or ratings for which you are being compensated in any manner, or for your own restaurant or any restaurant of your employer, friend, relative;
 - to not provide comparative reviews by naming or referring to other venues when providing your feed-back;
 - to provide fair and honest rating to a venue you have visited;
 - to review and rate only venues you have visited. We keep the right to remove feed-back (reviews and ratings) from users not having visited the venue they review;
 - to not provide inaccurate, illegal, inappropriate, discriminatory, sexist, racist, obscene, pornographic, offensive, defamatory or vulgar inputs, when providing shared content like customer feed-back (e.g. reviews) or when creating your own content like personalized filters and channels;
 - to not add websites, hyperlink links, URLs, email addresses or telephone number in the feed-back you provide (reviews);
 - to not establish an invisible link to the Site;
 - to not spam;
 - to not harvest or scrape, alter content from the Service;
 - to not introduce script, software or viruses;
 - to not copy and not reuse any software developed by digital POMELO for the Site, mobile application and for providing the Service;

- to not take any action that creates unreasonable or disproportionate load on our Site, Service and our technical infrastructure;
- to not use manual or automated software to simulate real users;

53. We may check and monitor user inputs (e.g. reviews, channels ...) to identify any violation of our Terms Of Use;
53. In case of non-respect of our Terms Of Use, we may suspend, limit, or remove access to our Service without any right for the user to claim for any compensation or prejudice.

6.Third party services

61. When visiting the Site and/or using the Service, you may get access to external links like websites, services or resources on the Internet (for example a venue website, a Google service...); digital POMELO is not responsible or liable for the content of such external resources and you acknowledge that you access to the third-party websites at your own risk.

7.Intellectual Property

71. All elements (like brand, design, text, hyperlinks, logos, images, videos, sounds, software, screen lay-out, databases, codes ...) in the Site/Mobile Application are protected by national and international intellectual property law and remain the sole property of digital POMELO.

8.Liability

81. Despite all our efforts, we cannot guarantee that the information displayed in the Site/Mobile Application is 100% accurate, therefore some venue description may not be up to date or may not reflect the reality. Site and Mobile Application content is provided "as is". Users are invited to do any relevant check before going to a venue listed, recommended or suggested by the Service;
82. You expressly acknowledge that text, photos and videos displayed in the Site/Mobile Application are not contractual;
83. In addition, the searching and recommending algorithms we have developed, as well as the data set we used may contain some errors and we cannot guarantee you will

get full satisfaction by going to a venue discovered and/or recommended when using our Service;

84. All liability of digital POMELO, its directors, employees, contractors, partners, arising for any loss suffered by using the Site/Service is expressly excluded to the fullest extent permitted by law. In case a competent jurisdiction or court determines that the liability of digital POMELO, its directors, employees, contractors, partners has arisen, then the total amount of such liability shall be limited in aggregate to fifty euros (50€);
85. Indirect losses or damages, loss of actual or anticipated profits, loss of revenues, loss of goodwill, loss of data, loss of anticipated or actual savings, additional expenses or cost incurred are formally excluded from digital POMELO liabilities;
86. Service is provided on best effort bases. We cannot be held responsible for any incident (for example: internet or connectivity issues) impacting the Service availability and/or performance and cannot commit that our Service is error-free. You explicitly acknowledge and agree to use the Service at your own risk and under your sole responsibility.

9.Changes to the Terms Of Use

91. We may update our Terms Of Use from time to time. We will notify you of any changes by updating the new policy on our website and will notify you by sending you an email and/or sending you an InApp message and/or posting a notice in our website.
92. You are advised to review this policy periodically for any changes. Changes to this policy are effective when they are posted on this page and revised date in updated.

10.Applicable Law

- 10.1 The applicable law is the Romanian law;
- 10.2 In case we translated that terms of use in other languages, the English prevails.

11.Privacy Policy

You will find our Privacy Policy to protect your privacy in our websites:

<https://www.wikoti.com> and <https://www.business.wikoti.com>

12.Contact Us

If you have any questions about this policy, please contact us by email at:

legal@digitalpomelo.com.

Our full details are:

IT digital POMELO SRL.

Closca,36 - 330 350 Timisoara

Romania.

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