

Hello and welcome to the Terms and Conditions of Service of Go Clubbing. This is important and affects your legal rights, so please read these Terms and Conditions of Service, our Privacy Policy, and our Cookies Policy carefully.

TERMS AND CONDITIONS OF SERVICE

Last update: July 31st, 2018

Please read these Terms and Conditions of Service carefully as they contain important information about your legal rights, remedies, and obligations.

The present Terms and Conditions of Service regulate the use and access to the mobile computing application Go Clubbing, the website www.goclubbing.net and any other service provided by Go Clubbing (hereinafter collectively referred to as the Go Clubbing's Services) and owned by Go Clubbing GmbH (with registered office in Berlin, Christinenstraße 18-19, postal code 10119, Germany).

By accessing or using the Go Clubbing's Services you agree to comply with and be bound by these Terms and Conditions of Service, as applicable to you. It should be mentioned that the Go Clubbing's Services are available:

- Online through the webpage www.goclubbing.net (hereinafter Go Clubbing's website) and;
- In the mobile computing application Go Clubbing (hereinafter Go Clubbing's App).

A. MEANINGS

These Terms and Conditions of Service are a legally binding agreement between you and Go Clubbing, governing your access to and use of the Go Clubbing's Services and setting out your rights and responsibilities when you use the Go Clubbing's Services. By using any of the Go Clubbing's Services, you are agreeing to these Terms and Conditions of Service. If you do not agree to these Terms and Conditions of Service, please do not use or access any of the Go Clubbing's Services. If you will be using the Go Clubbing's Services on behalf of an entity (such as on behalf of your employer), you agree to these Terms and Conditions of Service on behalf of that entity and its affiliates, and you represent that you have the authority to do so.

B. WHO IS WHO?

When these Terms and Conditions of Service use the term "Go Clubbing", "we", "us", or "our" that refers to Go Clubbing GmbH and each of its respective officers, directors, agents, partners, and employees.

When these Terms and Conditions of Service use the term “User”, “Users”, or “you” we mean registered users in Go Clubbing’s App using it to:

- Find clubs and/or bars in the main European cities, with the option to filter the search according to the entrance fee, the type of ambiance, the music and the date;
- Chat with other Users of Go Clubbing’s App;
- Leave an opinion and rate the venues that are in Go Clubbing’s App;
- Get information about the average prices of certain drinks, the areas available in the venues, their capacity, their opening and closing times and a brief description of them, among other information;
- Save venues as favorites, or;
- For any other reason.

When these Terms and Conditions of Service use the term “Client”, “Clients”, “Owner” “Owners”, or “You” we mean owners, managers, legal representatives, or any other person authorized by the owners of the different premises registered on the intranet of Go Clubbing’s website using it to:

- Manage the information of the owned venue/s that appear in Go Clubbing’s App;
- Position the owned venue/s in the first positions of the lists of clubs and bars that appear in Go Clubbing’s App;
- Acquire monthly reports with aggregated information about the most filtered types of music and ambiance in the city and the type of Users (nationality, sex, and range of age) who have seen information about the owned venue/s, or;
- For any other reason.

Whether you are a User or a Client, Go Clubbing’s community guidelines are applicable to you (some, but not all, of the terms in those agreements, are duplicated in these Terms and Conditions of Service). If you are a third party interacting with the Go Clubbing’s Services, not as a User or a Client, the trademark and copyright policies might also be applicable to you.

By agreeing to these Terms and Conditions of Service, you acknowledge you have read the Privacy Policy and the Cookies Policy applicable to all Users and Clients. We may sometimes provide you with other services that are not described in these Terms and Conditions of Service or customized services: unless we have entered into a separate, signed agreement that expressly supersedes these Terms and Conditions of Service, these Terms and Conditions of Service will apply to those services as well.

C. OUR SERVICES

Go Clubbing offers its services through Go Clubbing's App and website that allow:

I. Users to:

- Find clubs and/or bars in the main European cities, with the option to filter the search according to the entrance fee, the type of ambiance, the music and the date;
- Chat with other Users of Go Clubbing's App;
- Leave an opinion and rate the venues that are in Go Clubbing's App;
- Get information about the average prices of certain drinks, the areas available in the venues, their capacity, their opening and closing times and a brief description of them, among other information, or;
- Save venues as favorites.

II. Clients to:

- Manage the information of the owned venue/s that appear in Go Clubbing's App;
- Promote the pages of the owned venue/s in the first positions of the lists of clubs and bars that appear in Go Clubbing's App, or;
- Acquire monthly reports with aggregated information about the most filtered types of music and ambiance in the city and the type of Users (nationality, sex, and range of age) who have seen information about the owned venue/s.

It should be mentioned that Go Clubbing and any of its officers, directors, agents, and employees are not owners or employees of any of the venues listed on Go Clubbing's App.

D. ACCESS AND REGISTRATION

In order to access certain features of Go Clubbing's App and website, you must register to create a profile and become a registered user. In order to be a User or Client it is essential that the following requirements are met:

- Be at least 18 years old
- Truthfully fill in the mandatory fields of the registration form. In the case of the registration in Go Clubbing's App, we ask for a username, a valid email account, your age and a password. In the case of the registration in Go Clubbing's website, we ask for the information of the contact person (name, surname, contact telephone number and email), name, address and Tax I.D. number of the company that owns or the owner of the venue and credit/debit card information.

For the registration as a Client, the price of the services may include Value-Added Tax (VAT) and is expressed in the Euro (€) currency. The applicable prices will be those published in Go Clubbing's website during the hiring process. Once the signing up payment has been completed, you will have available an invoice in your name or the name of your company (according to the data provided during the signing up) in the section of the intranet "My Invoices".

You guarantee that all data about your identity or the identity of your company and legitimacy provided to Go Clubbing on your registration forms are true, accurate and complete. Also, you undertake to keep your data updated. In the event that you provide any false, inaccurate, or incomplete data or Go Clubbing considers that there are reasonable grounds for doubting the veracity, correctness and completeness thereof, Go Clubbing may deny your present and future accesses and uses of the Go Clubbing's Services.

At any time, if you have completed the registration, you can access your profile in order to update or amend your personal data.

If you are registered, you are responsible for safeguarding your password and not to disclose the information relating to your account nor make it accessible to third parties. If you are registered, you agree to be solely responsible for any activities or actions under your profile, whether or not you have authorized such activities or actions.

If you are registered, you will immediately notify Go Clubbing of any unauthorized use of your profile.

Go Clubbing cannot guarantee the identity of the registered Users and Clients; therefore, it will not be responsible for the use of your identity by unregistered third parties. You undertake to immediately inform Go Clubbing of the subtraction, disclosure, or loss of your username, email account, or password.

As part of the functionalities in Go Clubbing's App, we allow the registration by synchronizing with Facebook and providing your Facebook account login information (username and email) to Go Clubbing App. You represent that you are entitled to disclose your Facebook account login information to Go Clubbing and/or grant Go Clubbing access to your Facebook account, without breach by you of any of the terms and conditions that govern your use of Facebook account and without obligating Go Clubbing to pay any fees or making Go Clubbing subject to any usage limitations imposed by Facebook. By granting Go Clubbing access to your Facebook account, you understand that Go Clubbing will access, make available and store (if applicable) your Facebook's username, the email linked to your Facebook account and your Facebook profile picture. Please note that if a Facebook account becomes unavailable or Go Clubbing's access to the Facebook account is terminated by Facebook, then your information will no

longer be available on and through the Go Clubbing's Services.

Please note that your relationship with Facebook associated with your Facebook account is governed solely by your agreements with Facebook. Go Clubbing makes no effort to review any personal information for any purpose, including but not limited to for accuracy, legality, or non-infringement and Go Clubbing is not responsible for any personal information.

Go Clubbing reserves the right to suspend or terminate your profile and your access to the Go Clubbing's Services if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, or incomplete.

E. GO CLUBBLING'S LIABILITY

To the extent permitted by applicable laws, or as otherwise set forth herein, Go Clubbing and any person or entity associated with the Go Clubbing's Services (e.g., an affiliate, vendor, strategic partner, or employee) will not:

- Have the obligation to verify and will not verify the identity of any User and Client, nor the veracity, currency, completeness and/or authenticity of the data that they provide;
- Control and be responsible for the content discharged by Users and Clients through Go Clubbing's App and website, being they solely responsible for the legal adequacy of said contents;
- Have the obligation to control and will not control the use that Users and Clients make of the Go Clubbing's Services and, therefore, will not guarantee that its Users and Clients use the Go Clubbing's Services in accordance with the terms established in the present Terms and Conditions of Service, nor that they make a diligent and/or prudent use of the same;
- Respond in the event of service interruptions, connection errors, lack of availability, or deficiencies in the Internet access service, by interruptions of the Internet network or for any reason beyond its control;
- Be responsible for any security errors that may occur or for damages that may be caused to the Users' and Clients' computer system or mobile terminal (hardware and software), files or documents stored in the same, as a consequence of: (a) the presence of a virus in the Users' and Clients' computer system or mobile terminal as a consequence of the connection to the Go Clubbing's Services; (b) a browser malfunction and; (c) use of non-updated versions thereof and;
- Be liable to you or any third party, for any indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute services (even if Go Clubbing has been advised of the possibility of such damages).

Go Clubbing reserves the right to limit, totally or partially, the access to the Go Clubbing's Services to certain Users and Clients, as well as to cancel, suspend, block, or eliminate certain type of contents, using technological tools suitable for the purpose, if it had effective knowledge that the activity or stored information is illegal or that it damages properties or third party rights. In this sense, Go Clubbing will be able to establish the necessary filters in order to avoid that illegal or harmful contents could be poured into the network through the service.

Nothing in these Terms and Conditions of Service is intended to exclude or limit any condition, warranty, right, or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by willful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those liabilities and other limitations which are lawful in your jurisdiction (if any) will apply to you and our liability is limited to the maximum extent permitted by law.

F. PRIVACY ON CONSUMER INFORMATION

Go Clubbing knows your personal information is important to you. That is why the information that you provide to Go Clubbing or we collect is governed by our Privacy Policy that you will find below.

G. YOUR OBLIGATIONS

You agree to the followings rules when you are using the Go Clubbing's Services:

1. Be at least 18 years of age.
2. Be responsible for having the necessary services and equipment for browsing the Internet and for accessing the Go Clubbing's Services. In case of any incidence or difficulty to access the Go Clubbing's Services, you can inform us (by emailing us to info@goclubbing.net) so we will proceed to analyze the incidence and give you indications on how to solve the problem in the shortest time frame possible.
3. Specifically, acquire the commitment to diligently observe the present Terms and Conditions of Service.
4. Provide true, accurate, current and complete information about yourself or if you are using the Go Clubbing's Services on behalf of a company, the company. You also agree to update your registration data if it changes.
5. If there is a dispute between two or more people or companies as to account ownership, Go Clubbing will be the sole arbiter of that dispute and Go Clubbing's decision (which may include termination or suspension of the account) will be final and binding on those parties.
6. If you are using the Go Clubbing's Services on behalf of a company, you represent and

warrant that you have the authority to legally bind that company and grant Go Clubbing all permissions and licenses provided in these Terms and Conditions of Service.

7. Be solely responsible for all activity that occurs under your account, including maintaining the confidentiality of your password and account details.
8. Immediately notify Go Clubbing of any unauthorized use of your password or account or any other breach of security. You are responsible for (and we will hold you responsible for) any activities that occur under your account.
9. Not to host, store, divulge, publish, distribute, or share any content that may imply an illegitimate intrusion, or infringement in any form of the rights based on the honor, image and personal and family privacy of third parties and especially of minors.
10. Not to publish any comment or information that is illegal, racist, xenophobic, obscene, pornographic, abusive, defamatory, misleading, fraudulent, or in any way contrary to the morality or public order in any section of Go Clubbing's App and website nor your profile or other Users' and Clients' profile.
11. Not to use Go Clubbing to insult, defame, intimidate, violate one's image, or harass other Users' and Clients' image.
12. That your content complies with all applicable local, state, provincial, national and other laws, rules and regulations and it does not violate these Terms and Conditions of Service.
13. Not to alter or modify Go Clubbing, totally or partially, bypassing, deactivating, or manipulating any other functions or services thereof.
14. Not to infringe industrial and intellectual property rights or regulations for the protection of personal data.
15. Not to introduce computer viruses, defective files, or any other software that may cause damages or alterations in the contents or systems of Go Clubbing or third parties.
16. Not use your profile and your contents for illicit purposes or effects that are harmful to the rights and interests of third parties, or that in any way may harm, disable, affect, or deteriorate Go Clubbing, its contents, and its services.

Those who fail to comply with such obligations will be liable for any damage they cause. Go Clubbing shall not be liable for any consequence or damage that may arise from such access or illegal use by third parties.

Any User or Client may be able to report to another User or Client when they consider that any of these obligations are being breached. Additionally, all Users and Clients can inform Go Clubbing of any abuse or violation of these Terms and Conditions of Service by sending an email to info@goclubbing.net. Go Clubbing will verify the report, as soon as possible, and will adopt the measures considered appropriate, reserving its right to withdraw and/or suspend any User or Client account for the breach of these Terms and Conditions of Service. Likewise, Go Clubbing reserves the right to withdraw and/or suspend any message with illegal or offensive content, without the need for prior notice or subsequent notification.

Go Clubbing cannot be considered as the editorial responsible, and expressly states that it does not identify with any of the opinions that may be issued by the Users or Clients of Go Clubbing in Go Clubbing's spaces especially determined for Users' or Clients' comments, whose consequences are a responsibility of the issuer of said comment in its entirety.

H. FEES AND REFUNDS

Creating an account in and using Go Clubbing's App is free.

However, creating an account in or adding more than one venue linked to your account in Go Clubbing's website implies to pay an annual subscription by an amount of € 10. This amount will automatically be charged on your bank account upon the registration and/or the addition of the second or more venue linked to your account and will be automatically charged in your bank account annually unless you delete the registered venue or venues.

The annual subscription may include taxes.

Go Clubbing does not control (and thus cannot disclose) fees levied by your bank and/or credit/debit card company. Be sure to check with your bank or credit/debit card company prior to engaging in a transaction to understand all applicable fees, credit/debit card surcharges, and currency conversion rates.

Go Clubbing will not refund any transaction.

I. RELEASE AND INDEMNIFICATION

You hereby agree to release Go Clubbing from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of a dispute between you and third parties (including other Users and Clients) in connection with the Go Clubbing's Services. In addition, you waive any applicable law or statute, which says, in substance: **"A general release does not extend to claims which the releasing party does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the release party."**

You agree to defend, indemnify and hold Go Clubbing and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential, or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator, or otherwise), or investigation made by any third

party relating to or arising out of:

- Your breach of these Terms and Conditions of Service (including any terms, agreements, or policies incorporated into these Terms and Conditions of Service);
- Your use of the Go Clubbing's Services in violation of these Terms and Conditions of Service or other policies Go Clubbing may post or make available and;
- Your breach of any applicable local, state, provincial, national, or other law, rule, or regulation or the rights of any third party.

J. DISCLAIMER OF WARRANTIES AND ASSUMPTION OF RISKS BY YOU

To the extent permitted by applicable laws, the Go Clubbing's Services are provided on an "as is" and "as available" basis. Go Clubbing expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose.

For example, Go Clubbing makes no warranty that the Go Clubbing's Services will:

- Meet your requirements or expectations;
- Be uninterrupted, timely, secure, or error-free, or;
- The results that may be obtained from the use of the Go Clubbing's Services will be accurate or reliable.

You acknowledge that Go Clubbing has no control over and does not guarantee the quality, safety, accuracy, or legality of any content or the truth or accuracy of any information provided by Users and Clients (including the personal information shared). Go Clubbing has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of any third parties Go Clubbing requires to provide the Go Clubbing's Services.

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, will be limited to the maximum extent permitted by law.

K. COPYRIGHT AND LICENSE TO THE GO CLUBBING'S SERVICES

Go Clubbing owns (totally or partially through arrangements with third parties) or licenses the intellectual and industrial property rights that fall on the texts, graphic design and source code of Go Clubbing's App and website protected under the laws of intellectual and industrial property. As a consequence, the exclusive exercise and exploitation rights of the same corresponds to Go Clubbing in any form. Accordingly, the same is the exclusive property of Go Clubbing and is protected by copyright laws. So, you agree to use them only for purposes that are permitted by these Terms and Conditions of Service.

The trademarks, service marks and logos of Go Clubbing used and displayed in connection with Go Clubbing are registered and unregistered trademarks or service marks of Go Clubbing or its owners. Other company, product and service names used in connection with the Go Clubbing's Services may be trademarks or service marks owned by third parties. The offering of the Go Clubbing's Services will not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in connection with the Go Clubbing's Services without the prior written consent of Go Clubbing specific for each such use.

The trademarks may not be used to disparage Go Clubbing, any third parties, Go Clubbing's or such third party's products or services, or in any manner that may damage any goodwill in the trademarks. The use of any trademarks as part of a link to or from any site is prohibited unless Go Clubbing approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any Go Clubbing's trademark will inure to Go Clubbing's benefit. Please note that if you copy portions of the Go Clubbing's Services you are violating these patent rights and copyrights.

If you willingly share any type of content through Go Clubbing, as well as through our profiles in social networks, you grant Go Clubbing a non-exclusive, free and worldwide license limited to the reproduction and public communication of said content through the Go Clubbing's Service. Additionally, you guarantee us that you own all the intellectual property rights over the content that you share or have the authorization of the owners of the same without violating any regulations, contract, right, interests, or property rights of third parties.

We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Go Clubbing's Services solely to browse the Go Clubbing's Services and search for, view, or register for. Your use of the Go Clubbing's Services must be in compliance with these Terms and Conditions of Service and in compliance with all applicable local, state, provincial, national and other laws, rules and regulations. In addition, by using any search functionality or address auto-population tools, you are bound by the Google Maps/Google Earth additional terms and conditions of service (including the Google Privacy Policy).

Without limitations on other restrictions, limitations, and prohibitions that we impose, you agree you will not directly or indirectly:

- Copy, modify, reproduce, translate, localize, port, or otherwise create derivatives of any part of the Go Clubbing's Services;
- Reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or structure, sequence, and organization of all or any part of the Go Clubbing's Services;

- Rent, lease, resell, distribute, use the Go Clubbing's Services for other commercial purposes not contemplated or otherwise exploit the Go Clubbing's Services in any unauthorized manner;
- Remove or alter any proprietary notices on the Go Clubbing's Services, or;
- Engage in any activity that interferes with or disrupts the Go Clubbing's Services.

L. NOTICES

Notices to you may be sent via email to the address registered in Go Clubbing. the Go Clubbing may also provide notices of changes to these Terms and Conditions of Service or other matters by displaying notices or links to notices to you generally on Go Clubbing's App and website. If you wish to contact Go Clubbing or deliver any notice, you can do so by emailing us to info@goclubbing.net.

M. MODIFICATIONS OF THE TERMS AND CONDITIONS OF SERVICE

Go Clubbing reserves the right to modify these Terms and Conditions of Service from time to time. We will inform you by emailing you, by publishing the modified Terms and Conditions of Service in Go Clubbing's App and website, or by updating the "updated" date at the top of this page. All modified Term and Conditions of Service will take effect automatically within 5 days of being published.

Likewise, Go Clubbing reserves the right to make updates, modifications, or deletions of any information contained in Go Clubbing's App and website, in its configuration and presentation and the conditions of access, at any time and without prior notice.

You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Go Clubbing's Services following any modifications of the Terms and Conditions of Service constitutes your acceptance of those modifications and the updated Terms and Conditions of Service.

N. ASSIGNMENT

We may, without your consent or approval, freely assign these Terms and Conditions of Service and our rights and obligations under these Terms and Conditions of Service whether to an affiliate or to another entity in connection with a corporate transaction or otherwise.

O. ENTIRE AGREEMENT

Except as otherwise set forth herein, these Terms and Conditions of Service constitute the entire agreement between you and Go Clubbing and govern your use of the Go Clubbing's

Services, superseding any prior or contemporaneous agreements, proposals, discussions, or communications between you and Go Clubbing.

P. INDEPENDENCE OF THE CLAUSES

If any of the clauses of these Terms and Conditions of Service is null, void or voidable, declared totally or partially null, or ineffective (such nullity or ineffectiveness), it shall be deemed not granted. Such declaration of nullity will not invalidate the rest of the Terms and Conditions of Service, which will maintain its validity and effectiveness between the parties.

Q. APPLICABLE LAW

These Terms and Conditions of Service shall be governed by the German law, which shall apply to what is not provided in these Terms and Conditions of Service with regard to interpretation, validity, and execution. But if you live outside of Germany, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law. Likewise, both parties submit, expressly waiving any other jurisdiction, to the Courts and Tribunals of Berlin.

The European Commission has made available to the EU consumers Go Clubbing online dispute resolution to resolve disputes in electronic commerce amicably (Article 14, paragraph 1 Regulation (EU) 524/2013) by which Go Clubbing's Users and Clients have the right to submit complaints to the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

R. DISPUTE RESOLUTION

In the event that any dispute arises between Go Clubbing's Users and/or Clients, Go Clubbing requests to send us an email, in advance, to info@goclubbing.net detailing the reasons for the dispute and providing all documentation that may be of interest. Go Clubbing will analyze the reasons and reasoning provided by both parties and will provide a solution in the shortest time possible mainly taking into account that the day of execution of the hired services is not harmed.

S. BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS

Please, read this section carefully as it affects your rights. Any dispute or claim under these Terms and Conditions of Service or with respect to the Go Clubbing's Services will be settled by binding arbitration or in small claims court (to the extent the claim qualifies) and will take place on an individual basis only. You agree that class, consolidated, or representative arbitrations and civil actions are waived by each party.

The parties understand that absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

What should you know?

a. Contact us first

If you have a question or concern about the Go Clubbing's Services, please contact us first by emailing us to info@goclubbing.net. We will try to answer your question or resolve your concern.

b. Agreement to arbitrate

In the unlikely event that we are unable to resolve your concerns, you and we each hereby agree to resolve any and all disputes or claims under these Terms and Conditions of Service with respect to the Go Clubbing's Services or related to our relationship through binding arbitration or in small claims court (to the extent the claim qualifies) instead of in courts of general jurisdiction, and only on an individual basis. In no event may either we or you seek to resolve a dispute with the other as part of any purported class, consolidated, or representative proceeding. Binding arbitration is subject to very limited review. Only the arbitrator appointed pursuant to this section, and not any federal, state, or local court will have the authority to resolve any dispute or claim relating to this section including, without limitation, regarding the scope, enforceability, and arbitrability of these Terms and Conditions of Service. This arbitration provision will survive termination of these Terms and Conditions of Service.

c. Scope of agreement

This agreement to arbitrate is intended to be broadly interpreted as to legal disputes between you and us. It includes, but is not limited to:

- All claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- All claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising) and;
- All claims that may arise after the termination of these Terms and Conditions of Service and/or your use of the Go Clubbing's Services.

d. No class actions

You and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. The arbitrator may not consolidate more than one person's claims, may not preside over any form of class, consolidated, or representative proceeding and may only provide relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

e. Notice of dispute

A party who intends to seek arbitration must first send to the other a written notice of the dispute. The notice to Go Clubbing must be addressed to the following address "Go Clubbing, GmbH. Christinenstraße 18/19, 10119 Berlin (Germany)" by certified mail. Notice to you will be addressed to your payment address recorded in Go Clubbing and must be also sent by certified mail. If Go Clubbing has no records of your address, such notice may be delivered to the email address that you used to register in the Go Clubbing's Services. The notice must:

- Describe the nature and basis of the claim or dispute and;
- Set forth the specific relief sought.

If Go Clubbing and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the notice is received, you or us may commence an arbitration proceeding.

f. Future changes

Notwithstanding any provision in these Terms and Conditions of Service to the contrary, you and us agree that if Go Clubbing makes any future change to this arbitration provision (other than a change to the notice address), Go Clubbing will provide you with notice of such change and you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the notice address stated above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the text of this provision.

g. Opt-out

You have the right to opt-out and not be bound by the arbitration or class action waiver

provisions set forth above by sending a written notice of your decision to opt-out to info@goclubbing.net, with the subject line, "Arbitration and class action waiver opt-out".

The notice must be sent within thirty (30) days of your first use of the Go Clubbing's Services or your agreement to these Terms and Conditions of Service; otherwise, you will be bound to arbitrate our disputes in accordance with those paragraphs. Note that if you opt-out of these arbitration provisions, Go Clubbing also will not be bound by them.

T. THIRD PARTY WEBSITES; LINKED ACCOUNTS

The Go Clubbing's Services also provide or the Clients registered in Go Clubbing's website may provide, links to other Internet websites or resources. Because Go Clubbing has no control over such websites and resources, you acknowledge and agree that Go Clubbing is not responsible for the availability of such websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such websites or resources, or any damages or losses related thereto, even if such websites or resources are connected with Go Clubbing's partners or third party service providers.

U. ADDITIONAL MISCELLANEOUS PROVISIONS

Our failure to enforce any part of these Terms and Conditions of Service will not constitute a waiver of our right to later enforce that or any other part of these Terms and Conditions of Service. No oral waiver, amendment, or modification of these Terms and Conditions of Service will be effective. If any provision of these Terms and Conditions of Service is found to be unenforceable, that part will be limited to the minimum extent necessary the other provisions of these Terms and Conditions of Service remain in full force and effect. The titles are for convenience and have no legal or contractual effect. No independent contractor, agency, partnership, joint venture, or other such relationship is created by these Terms and Conditions of Service. We may freely translate these Terms and Conditions of Service into other languages for your convenience. If there is a conflict between the English version and a translated version, the English version will control.

V. TERMINATION

These Terms and Conditions of Service apply to you as soon as you access the Go Clubbing's Services by any means. There may come a time where either you or us decide it is best to part ways. When that happens, these Terms and Conditions of Service will no longer apply. However, certain provisions mentioned above will always remain applicable to both you and Go Clubbing.

Go Clubbing may terminate your right to use the Go Clubbing's Services at any time if:

- You violate or breach these Terms and Conditions of Service;
- You misuse or abuse the Go Clubbing's Services, or use them in a way not intended or permitted by Go Clubbing, or;
- Allowing you to access and use the Go Clubbing's Services would violate any applicable local, state, provincial, national and other laws, rules and regulations or would expose Go Clubbing to legal liability.

Go Clubbing may choose to stop offering the Go Clubbing's Services or any particular portion of them, or modify or replace any aspect of the Go Clubbing's Service, at any time. We will use reasonable efforts to provide you with notice of our termination of your access to the Go Clubbing's Services, where, in Go Clubbing's sole discretion, failure to do so would materially prejudice you. You agree that we will not be liable to you or any third-party as a result of its termination of your right to use or otherwise access the Go Clubbing's Services.

Except to the extent you have agreed otherwise in a separate written agreement between you and us, you may terminate your access to the Go Clubbing's Services and the general applicability of these Terms and Conditions of Service by deleting your account. So long as you continue to access the Go Clubbing's Services, these Terms and Conditions of Service remain in effect. If there is a separate agreement between you and us governing your use of the Go Clubbing's Services and that agreement terminates or expires, these Terms and Conditions of Service (as unmodified by such agreement) will govern your use of the Go Clubbing's Services after such termination or expiration.

All provisions of these Terms and Conditions of Service that by their nature should survive termination of them will survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licenses).

PRIVACY POLICY

Last update: July 31st, 2018

This document explains who is responsible for handling your data, the data we collect and the use of your personal information, how we use your personal data, who we share your personal data with and your rights regarding your personal information.

By giving us your personal data and using Go Clubbing's App and Go Clubbing's website, we understand that you have read and understood the Terms and Conditions of Service and this Privacy Policy related to the protection and sharing of personal information.

Go Clubbing participates in and complies with the EU-U.S. Privacy Shield Framework and retention of Personal Data from European Economic Area ("EEA") member countries.

A. WHO IS WHO?

When these Terms and Conditions of Service use the term "Go Clubbing", "we", "us", or "our," that refers to Go Clubbing GmbH and each of its respective officers, directors, agents, partners and employees.

When these Terms and Conditions of Service use the term "User", "Users", or "you" we mean registered users in Go Clubbing's App using it to:

- Find clubs and/or bars in the main European cities, with the option to filter the search according to the entrance fee, the type of ambiance, the music, and the date;
- Chat with other Users of Go Clubbing's App;
- Leave an opinion and rate the venues that are in Go Clubbing's App;
- Get information about the average prices of certain drinks, the areas available in the venues, their capacity, their opening and closing times and a brief description of them, among other information;
- Save venues as favorites, or;
- For any other reason.

When these Terms and Conditions of Service use the term "Client", "Clients", "Owner" "Owners", or "You" we mean owners, managers, legal representatives, or any other person authorized by the owners of the different premises registered on the intranet of Go Clubbing's website using it to:

- Manage the information of the owned venue/s that appear in Go Clubbing's App;
- Position the owned venue/s in the first positions of the lists of clubs and bars that appear in

- Go Clubbing's App;
- Acquire monthly reports with aggregated information about the most filtered types of music and ambiance in the city and the type of Users (nationality, sex, and range of age) who have seen information about the owned venue/s, or;
- For any other reason.

B. OUR SERVICES

Go Clubbing offers its services through Go Clubbing's App and website that allow:

I. Users to:

- Find clubs and/or bars in the main European cities, with the option to filter the search according to the entrance fee, the type of ambiance, the music, and the date;
- Chat with other Users of Go Clubbing's App;
- Leave an opinion and rate the venues that are in Go Clubbing's App;
- Get information about the average prices of certain drinks, the areas available in the venues, their capacity, their opening and closing times and a brief description of them, among other information, or;
- Save venues as favorites.

II. Clients to:

- Manage the information of the owned venue/s that appear in Go Clubbing's App;
- Promote the pages of the owned venue/s in the first positions of the lists of clubs and bars that appear in Go Clubbing's App, or;
- Acquire monthly reports with aggregated information about the most filtered types of music and ambiance in the city and the type of Users (nationality, sex, and range of age) who have seen information about the owned venue/s.

C. WHO IS IN CHARGE OF THE DATA HANDLING?

Name of the entity in charge of data handling: Go Clubbing GMBH.

Tax ID. number: DE317166398

Residence: Christinenstraße 18-19, postal code 10119, Berlin -Germany-.

Contact email: info@goclubbing.net

D. OUR PRIVACY STATEMENT

This Privacy Policy sets forth our policy with respect to information that can be associated with or which relates to a person and/or could be used to identify a person that is collected from Users and/or Clients on or through the Go Clubbing's Services.

Please read this Privacy Policy as it includes important information regarding your personal data and other information.

E. PERSONAL DATA THAT WE COLLECT

- From All Users. We collect personal data when you voluntarily provide us your information when: (i) you register for access to the Go Clubbing's Services; (ii) contact us with inquiries; (iii) respond to one of our surveys, or; (iv) browse or use certain parts of the Go Clubbing's Services. When you register to Go Clubbing's App, we ask you to provide your personal data necessary to file the registration form such as a username, your email address and age. In addition, you can provide Go Clubbing also with optional information useful to manage the account, such as name and a profile picture. If you connect to the Go Clubbing's Services using credentials from Facebook application, you authorize Go Clubbing to collect your authentication information, such as your username and encrypted access credentials. Go Clubbing also collects other information available on or through your Facebook application account, including your profile picture and email address.
- From all Clients. We collect personal data when you provide some information to us. We collect your information when you register for access to the Go Clubbing's Services (the personal data we may collect includes without limitation your name, surname, address email address and other information that enables Clients to be personally identified). Additionally, we may collect your credit/debit card information (e.g., your credit/debit card number, expiration date, billing address, etc.). Finally, we may obtain your personal data from third party sources, such as third party websites, your bank, our payment processing partners and credit reporting agencies.
- We may also collect or receive personal data from third party sources, such as other Users or Clients, social media, or other third party integrations.
- We also automatically collect certain technical data that is sent to us from the computer, mobile device and/or browser through which you access the Go Clubbing's Services:
 - ▶ Location information. When you use the Go Clubbing's App, Go Clubbing collects your location data. If you permit Go Clubbing to access location services through the permission system used by your device operating system, Go Clubbing may also collect the precise location of your device when you are using Go Clubbing's App. Go Clubbing may also derive your approximate location from your IP address.
 - ▶ Device information. Go Clubbing may collect information about your mobile device, including, for example, the hardware model, operating system and version, software and file names and version, preferred language, unique device identifier, advertising identifiers, serial number, device motion information and mobile network information.
 - ▶ Log information: When you interact with the Go Clubbing's Services, Go Clubbing collects server logs, which may include information like device IP address, access dates and times, app features or pages viewed, app crashes and other system activity, type of

browser and the third-party site or service you were using before interacting with the Go Clubbing's Services.

- ▶ Navigation data: During normal functioning, the computer systems and software procedures designed for the operation of the Go Clubbing's Services acquire some personal data, which transmission is implicit when using Internet communication protocols (e.g., IP addresses or domain names of the devices used by Users and/or Clients who connect to the Go Clubbing's Services, URI -Uniform Resource Identifier- notation addresses of the resources requested and other parameters regarding the User's or Client's operating system and computer environment of the User or Client). This information is not collected in order to associate it with the person identified but, due to its nature, could permit identification of Users and Clients through processing and association with data held by third parties. Such data indicated are used only to obtain anonymous statistical information regarding the use of the Go Clubbing's Services and in order to verify correct functioning and therefore they are immediately deleted after their processing.

You can find out more information about how we use cookies and other similar tracking technologies in our Cookies Policy that you will find in www.goclubbing.net.

F. HOW WE USE YOUR PERSONAL DATA

Go Clubbing collects and use the personal data collected in a manner that is consistent with this Privacy Policy. We may use your personal data as follows:

- Specific Reason. If you provide personal data for a certain purpose, we may use the personal data in connection with the purpose for which it was provided. For instance, if you contact us by email, we will use the personal data you provide to answer your question or resolve your problem and will respond to the email address from which the contact came;
- Access and Use. If you provide personal data in order to obtain access to or use of the Go Clubbing's Services or any functionality thereof, we will use your personal data to provide you with access to or use of the Go Clubbing's Services or functionality and to analyze your use of such services or functionality. For instance, if you supply personal data relating to your identity or qualifications to use certain portions of the Go Clubbing's Services, we will use that information to make a decision as to granting you access to use such services and to assess your ongoing qualification to use such services;
- Legal requirements. If Go Clubbing has to fulfill applicable legal requirements and/or to enforce this Privacy Policy, the Terms and Conditions of Service and any other terms that you have agreed to, including to protect the rights, property, or safety of Go Clubbing, its Users and Clients or any other person, or the copyright-protected content of the services;
- Internal Business Purposes. We may use your personal data for internal business purposes, including without limitation, to help us improve the content and functionality of the

Go Clubbing's Services, to better understand our Users and Clients, to improve the Go Clubbing's Services, to protect against, identify or address wrongdoing, to enforce our Terms and Conditions of Service, to manage your account and provide you with customer service and to generally manage the Go Clubbing's Services and our business;

- Monthly reports. Go Clubbing may prepare and sell to the Clients aggregated personal data. But, it is expressly stated that the monthly reports will not contain, in any case, the name, surname, username and email address of any of our Users or Clients;
- Other purposes. If we intend to use any personal data in any manner that is not consistent with this Privacy Policy, you will be informed of such anticipated use prior to or at the time the personal data is collected or we will have to obtain your consent subsequent to such collection prior to such use, or;
- Aggregated personal data. In an ongoing effort to understand and serve our Users and Clients better, we often conduct research on our customer demographics, interests and behavior based on personal data and other information that we have collected. This research is typically conducted on an aggregate basis only that does not identify you. Once personal data is in an aggregated form, for purposes of this Privacy Policy, it becomes non-personal data.

G. HOW WE DISCLOSE AND TRANSFER YOUR PERSONAL DATA

We assure you that any and all sharing of your personal information that we, or one of the third party companies we work with share, adheres strictly to data protection legislation.

We may share your personal information with:

- Third parties. We reserve the possibility and the right to sell your personal data to third parties, including third party advertisers. There are certain circumstances in which we may disclose, transfer, or share your personal data with certain third parties without further notice to you, as set forth below.
- Business Transfers. As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution, or similar event, personal data may be part of the transferred assets. You acknowledge and agree that any successor to or acquirer of Go Clubbing (or its assets) will continue to have the right to use your personal data and other information in accordance with this Privacy Policy.
- Parent companies, subsidiaries, and affiliates. We may also share your personal data with future parent companies, subsidiaries and/or affiliates for purposes consistent with this Privacy Policy. The future parent companies, subsidiaries, and affiliates will be bound to maintain that personal data in accordance with this Privacy Policy.
- Agents, consultants and service providers. We may share your personal data with our contractors and service providers who process personal data on behalf of Go Clubbing to perform certain business-related functions. These companies include our marketing

agencies, database service providers, backup and disaster recovery service providers, email service providers and others. When we engage another company to perform such functions, we may provide them with information, including personal data, in connection with their performance of such functions.

- Facebook and other third-party connections. You can connect your Go Clubbing account to your accounts on Facebook, in which case we may collect, use, disclose, transfer, sell and store/retain information relating to your account on Facebook in accordance with this Privacy Policy. For example, if you connect with Facebook, we store your Facebook name, username, email address and profile picture and use them to connect your Facebook account with your Go Clubbing account.
- Legal Requirements. We may disclose your personal data if required to do so by law in order to respond to a subpoena or request from law enforcement, a court, or a government agency (including in response to public authorities to meet national security or law enforcement requirements), or in the good faith belief that such action is necessary to:
 - ▶ Comply with a legal obligation;
 - ▶ Protect or defend Go Clubbing's rights, interests or property or that of third parties;
 - ▶ Prevent or investigate possible wrongdoing in connection with the Go Clubbing's Services;
 - ▶ Act in urgent circumstances to protect the personal safety of Users and Clients of the Go Clubbing's Services or the public, or;
 - ▶ Protect against legal liability.

H. HOW WE STORE YOUR PERSONAL DATA

We may store personal data itself or such information may be stored by third parties to whom we have transferred it in accordance with this Privacy Policy. We take what we believe to be reasonable steps to protect the personal data collected via the Go Clubbing's Services from loss, misuse, unauthorized use, access, inadvertent disclosure, alteration, and destruction. However, no network, server, database, Internet, or e-mail transmission is ever fully secure or error-free. Therefore, you should take special care in deciding what information you send to us electronically. Please keep this in mind when disclosing any personal data.

Our servers are located in Ireland and owned by Microsoft Ireland Operations Ltd.

I. RIGHTS RELATED TO PERSONAL DATA

In May 2018, a new data privacy law known as the EU General Data Protection Regulation (GDPR) became effective. The GDPR requires Go Clubbing to provide Users and Clients with more information about the processing of their personal data.

Data protection law provides you with rights in respect of personal data that we hold about

you. Here is what you need to know:

- Anyone can revoke their consent to share personal data at any time, but it must be done by the same person who gave consent originally. The withdrawal of consent does not, in any case, stop the subscription contract or the relationships generated previously.
- You can request access to your personal data or request to rectify incorrect data.
- You can request the elimination of your personal data.
- You can request the limitation of your personal data processing in certain circumstances.
- You can request an examination of how your personal data has been processed due to reasons related to your particular situation.
- You can request the portability of your personal data.
- You can request a copy of your personal data.
- You can rectify, restrict, or delete your personal data object to profiling and unsubscribe from marketing communications.

To carry out these rights, you have to write us, addressed to one of our managers (Victor Siurana Rodríguez or Alexis de los Santos Borrero), from our postal address (in this case the letter should be sent to Go Clubbing, GmbH, Christinenstraße 18-19, postal code 10119, Berlin -Germany-) or email address (in this case the email should be sent to info@goclubbing.net). The written request should include a reference to “Personal data” and you should specify which right you would like to exercise and include which personal information in particular it regards.

Please note that requests to exercise data protection rights will be assessed by us on a case-by-case basis. There may be circumstances where we are not legally required to comply with your request because of the laws in your jurisdiction or because of exemptions provided for in data protection legislation.

In the case of divergence with the business in relation to the treatment of your personal data, you can present a complaint to any European Data Protection Agency.

J. HOW YOU CAN ACCESS, UPDATE, CORRECT, OR DELETE YOUR PERSONAL DATA

We retain your personal data for as long as necessary to provide you with our services or for other important purposes such as complying with legal obligations, resolving disputes and enforcing our agreements.

If you have an account with us, we will typically retain your personal data for a period of 90 days after you have requested that your account is closed or if it is inactive for 7 years.

You can request access to some of your personal data being stored by Go Clubbing. You can also ask us to correct, update, or delete any inaccurate personal data that we process about

them, according to the rights that are mentioned in the previous section.

If a User or Client initiates a data deletion request by writing us (as it mentions in the previous section), Go Clubbing is authorized to delete or anonymize personal data of the requesting User or Client from the Go Clubbing's Services.

K. HOW TO LIMIT THE PERSONAL DATA YOU PROVIDE

You can browse some of the Go Clubbing's Services without providing any personal data (other than automatic data to the extent it is considered personal data under applicable laws) or with limiting the personal data you provide. If you choose not to provide any personal data or limit the personal data you provide, you may not be able to use certain functionality of the Go Clubbing's Services.

L. OPT-OUT FROM ELECTRONIC COMMUNICATIONS

Go Clubbing may send you electronic surveys. You can "opt-out" of receiving these surveys by sending us an email to info@goclubbing.net.

If you email us, we will return your email. Notwithstanding any unsubscribe election that you have made, you will still receive these responsive emails.

M. HOW TO DO NOT BE TRACKED

We currently do not participate in any "Do Not Track" frameworks.

N. COOKIES, PIXELS TAGS, LOCAL SHARED OBJECTS, WEB STORAGE AND SIMILAR TECHNOLOGIES

Please refer to our Cookies Policy (that you will find in www.goclubbing.net) for more information about our use of cookies and other similar tracking technologies.

O. EXCLUSIONS

This Privacy Policy does not apply to any personal data that you provide to another User or Client through the Go Clubbing's Services or through any other means.

Likewise, this Privacy Policy applies only to the Go Clubbing's Services. The Go Clubbing's Services may contain links to other websites not operated or controlled by us. The policies and procedures we described here do not apply to the third party sites. The links from the Go Clubbing's Services do not imply that we endorse or have reviewed the third party sites. We

suggest contacting those sites directly for information on their privacy policies.

P. CHILDREN

The Go Clubbing's Services are not directed to children under the age of 18. Go Clubbing does not knowingly collect personal information from children under 18. If you are under 18, do not use the Go Clubbing's Services and do not provide any personal information to Go Clubbing. If you are a parent of a child under 18 and become aware that your child has provided personal information to Go Clubbing, please contact us at info@goclubbing.net and you may request the exercise of your rights for access, rectification, cancellation and/or any other of your rights.

Q. TRANSFERRING YOUR INFORMATION OUTSIDE OF EUROPE

As part of the services offered to you through the Go Clubbing's Services, the information you provide to Go Clubbing may be transferred to and stored at, countries outside of the European Economic Area ("EEA") and Switzerland. In addition, if you use the Go Clubbing's Services while you are outside the EEA and Switzerland your information may be transferred outside such countries in order to provide you with the Go Clubbing's Services. We may also share information with other equivalent national bodies, which may be located in countries worldwide. Your personal information may, therefore, be subjected to privacy laws that are different from those in your country of residence.

Whenever we transfer your personal data outside of the EEA, Switzerland, or the UK, we take legally required steps to make sure that appropriate safeguards are in place to protect your personal data.

By submitting your personal information to Go Clubbing you agree to the transfer, storage, or process of your information in the manner described in this Privacy Policy.

R. CHANGES TO THIS PRIVACY POLICY

Go Clubbing reserves the right to modify this Privacy Policy from time to time. We will inform you by emailing you, by publishing the modified policies in Go Clubbing's App and website, or by updating the "updated" date at the top of this page. All modified policies will take effect automatically within 5 days of being published.

You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Go Clubbing's Services following any modifications of this Privacy Policy constitutes your acceptance of those modifications and the updated Privacy Policy.

S. DISPUTE RESOLUTION

In the event that any dispute arises between Go Clubbing's Users and/or Clients, Go Clubbing requests to send us an email, in advance, to info@goclubbing.net detailing the reasons for the dispute and providing all documentation that may be of interest. Go Clubbing will analyze the reasons and reasoning provided by both parties and will provide a solution in the shortest time possible mainly taking into account that the day of execution of the hired services is not harmed.

T. GO CLUBBING. DATA CONTROLLER

Go Clubbing is a data controller. All instances and requests related to the treatment of your personal data can be addressed to Go Clubbing by emailing us to info@goclubbing.net.



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