

GUEST USER AGREEMENT

1. GENERAL TERMS

1.1. This Guest User Agreement (the "Agreement") is a legal agreement between you and POPULI LIMITED incorporated and registered in United Kingdom with company number 9483571, VAT number 237217809 and registered office at 13/15 Carteret Street, London, SW1H9DJ ("Global", "us" or "we").

1.2. The following defined terms shall have the following meaning for the purposes of this Agreement:-

a) "Contact Fee" is the booking fee paid by a Guest to Global for putting the Guest in contact with the Host in connection with an Experience.

b) "Eligible Individual" means an individual aged eighteen (18) or older.

c) "Experience" means an experience offered on the Website by a Host (including but not limited to sightseeing tours and leisure activities).

d) "Experience Fee" means the fee that may be payable by you to the Host in respect of the Experience.

e) "Experience Premium Fee" means the fee payable by you to Global in connection with an Experience, and that is received by Global on behalf of the Host which is a tour operator, activity organizer, or ticket supplier that offer such Experience. If an Experience Premium Fee is received by Global, no Contact Fee is due (as it is included in the Experience Premium Fee paid to the Host).

f) "Guest" means an Eligible Individual who seeks to procure an Experience from a Host via Global.

g) "Host" means the Eligible Individual or entity offering an Experience that can be booked by the Guest via Global. Any Guest may become an Host by inserting additional details on the Website and subject to approval by Global and/or by an external individual or entity designated by Global to certify Host.

h) "Website" means a website (www.global.com) and associated applications run by Global.

1.3. Global is the provider of the Website which enables registered Hosts and Guests worldwide to connect, so that registered Hosts may create a listing to offer Experiences that can be procured by Guests.

1.4. Use of the Website is subject always to compliance with our website terms and conditions of use, a copy of which can be found on our Website and any other rules or policies. We process information about you in accordance with our Privacy Policy, a copy of which can

be found on our Website. By using our Website you consent to such processing and you warrant that all data provided by you is accurate.

1.5. By using the Website you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement do not visit the Website.

1.6. Global reserves the right, in its sole discretion, to amend, modify, or alter this Agreement at any time, including Contact Fees by posting the amended terms on the Website. We recommend that you review the terms of this Agreement periodically. The amended terms shall be effective from and after the date that they are posted on the Website. By continuing to access or use the Website after Global has modified, you are indicating that you agree to the amended terms.

1.7. The Website may contain links to other independent third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

2. COMPLIANCE WITH TERMS

2.1. You agree to abide by any terms and conditions imposed by us in relation to your use of the Website.

2.2. You understand that any breach of any such terms and conditions may result in your access to the Website being restricted or refused. This may involve you forfeiting any monies paid for such access.

3. REGISTRATION OF A GUEST

3.1. In order to use this Website as a Guest, you must apply for an account by registering and completing a registration and activation process and providing us with current, complete, and accurate information as requested by the online registration form.

3.2. You can register via email or via Facebook.

3.3. Registration via email requires you to insert all mandatory information. You must accept our Terms and Conditions of Use. You must click on the verification link received via email in order to verify the email address provided.

3.4. Registration via Facebook requires you to login via Facebook, then you must accept to share Facebook data with Global. You must accept our Terms and Conditions of Use.

3.5. By filling out and submitting the form you are creating a

Global Account that can be accessible by you in the future. It is your responsibility to maintain the currency, completeness and accuracy of your registration account data, and any loss caused by your failure to do so is your responsibility. As part of the registration process, you will be asked to choose a security password. It is your responsibility to maintain the confidentiality of your security password and your account details. You agree to notify Global immediately of any unauthorised use of your account. Global is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

4. USE OF WEBSITE BY A GUEST

4.1. You may perform a search for an Experience by inserting the interested city or location.

4.2. You may check your history of booking in the booking area.

4.3. We will send a reminder email the day before the booked date.

4.4. We will send an email after your Experience requesting you to leave feedback about the Experience. After you have left feedback for the Host, you may receive feedback from the Host.

4.5. You may contact the Host via Global's internal messaging system.

5. BOOKING BY A GUEST

5.1. Global does not designate any portion of your payment of the Contact Fee as a consideration for the service/hospitality rendered by the Host. We merely promote Experiences, it will be the Host that provides the services to you (which may be subject to their own terms and conditions).

Guests must therefore pay the Experience Fee direct to the Host during the Experience as detailed in the Host's description of the Experience.

5.2. The Experience Premium Fee is also paid to the Host, but is cashed by Global on behalf of the Host. The Host's description of the Experience details the amount of the Experience Fee and if the Experience Premium Fee is cashed by Global on behalf of the Host. The Experience Premium Fee is cashed by Global at the time of the booking. If the Experience Premium Fee is received, no Contact Fee is charged.

5.3. You may book an Experience by clicking on the book button. Your payment of the Contact Fee or (if applicable) of the Experience Premium Fee will be managed by an external system. If your credit card information is confirmed, this will be indicated on the Website and you will receive a confirmation email. Please note that Global will never receive your credit card information directly. We will

not be liable for any acts or omissions of the third party processing your payment on our behalf.

5.2 The booking date and time is based on the local time of the country where the Experience will take place.

5.3 If the Host confirms the booking, the payment of the Contact Fee or (if applicable) of the Experience Premium Fee will be deducted from your credit card, you will receive a confirmation email about the booking and your reservation will become binding.

5.4 If the Host and/or Global rejects the booking, you will receive a notification email of the rejection of the booking with the reason behind the rejection. You will not be charged.

5.5 If the Host suggests an alternative date/time, you will receive a notification email and you will have the option of:

5.5.1 Accepting the alternative date/time: Should you accept the alternative date/time, the relevant amount will be deducted from your credit card, you will receive a confirmation email and your reservation will become binding.

5.5.2 Rejecting the alternative date/time: Should you reject the alternative date/time, you will not be charged and the booking will not be confirmed.

5.6 Changes and/or cancellations to bookings are dealt within Clause 6 below.

5.7 Global reserves the right to establish, remove and/or revise the Contact Fee(s) at any time in Global's sole discretion by updating the Website from time to time. Contact Fees shall not be changed in respect of a booking which has been confirmed in accordance with Clauses 5.3 and 5.5.1 above.

5.8 Global may from time to time provide certain users with promotional offers and discounts that may result in a different Contact Fee. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on the Contact Fee applied to you.

5.9 Global does not designate any portion of your payment as a tip or gratuity to the Host and/or Host's employees. You understand and agree that, while you are free to provide additional payment as a gratuity to any Host and/or Host's employee who provides you with an Experience obtained through Global, you are under no obligation to do so. Gratuities are voluntary. After you have had an Experience obtained through Global, you will have the opportunity to rate your Experience and leave additional feedback about your Host. In the event you feel unwelcome pressure to provide a gratuity, you may factor that Experience into the rating or additional feedback you give.

6. CANCELLATION OF, AND CHANGES TO, A BOOKING

6.1. Unless a different term is indicated in the Host's description of the Experience, you are entitled to cancel your booking free of charge up to 24 (twenty-four) hours before the booked date of Experience. If you cancel the booked Experience after the term

agreed, or if you do not appear at the date of the Experience, you shall pay the full price of the Experience Premium Fee or Contact Fee.

6.2. Once you have completed a booking in accordance with Clause 5 above, you are bound by your Host's further terms and conditions regarding cancellations or changes. It is not possible to change the booking unless the Host agrees to the change.

6.3. Sometimes a Host may need to cancel the Experience at short notice for reasons beyond their control, such as adverse weather conditions, illness or mechanical breakdowns. We strongly recommend that you contact the Host on the day before you depart for your Experience. We regret that in the event of an Experience cancellation, we are unable to reimburse travel, accommodation or any other expenses you may incur in relation to the cancelled Experience.

6.4. You may cancel a booking by entering into the booking area of the Website. When cancellation is confirmed an email will be sent both to you and the Host.

6.5. Certain Experiences are subject to minimum or maximum requirements specified by Hosts e.g. age, health, height or weight. These will be specified by Hosts on the Website. Once a booking is confirmed, it may not be possible to cancel if these requirements cannot be met, so please check carefully.

6.6. If a Host cancels a booking of an Experience, you will receive a refund from us of the Contact Fee paid or (if applicable) of the Experience Premium Fee.

7. ADDITIONAL TERMS AND CONDITIONS

Subject to Clause 11.4, you agree that we will not be liable for any injury, loss, claim, damage, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or anticipated profits or lost savings or anticipated savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with the performance or non-performance of any Host and/or the Experiences they provide, including but not without limitation, non-performance resulting from bankruptcy, reorganisation, insolvency, dissolution or liquidation, even if we have been advised of the possibility of any such damages. You agree that your sole recourse shall be toward such Host and not toward us.

8. ACCEPTABLE USE RESTRICTIONS

8.1 You must:

a) not use the Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously;

b) not infringe our intellectual property rights or those of any third party in relation to your use of the Website;

c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Website;

d) not use the Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

e) not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from our systems.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. You acknowledge that all intellectual property rights in the Website anywhere in the world belong to us, and that you have no rights in, or to, the Website other than the right to use each of them in accordance with the terms of this Agreement.

9.2. You acknowledge that you have no right to have access to the Website in source-code form

10. DISCLAIMER OF WARRANTY

10.1. This Website and all its contents are provided to you on an "as is" and "as available" basis.

10.2. Global makes no representations or warranties of any kind, either express or implied, as to the operation of this Website or the information, content or materials included on this Website. To the fullest extent permissible, Global disclaims all representations and warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for purpose, informational content, title, or non-infringement of the rights of third parties.

10.3. Global does not warrant or make any representations that this Website will operate error-free or uninterrupted, that defects will be corrected, or that this Website and/or its servers will be free of viruses and/or other harmful components.

10.4. Global does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any material of any kind contained within this Website for any purpose, including software, products, services, information, text and related graphics content.

10.5. Global is not responsible for any failures caused by server errors, misdirected or redirected transmissions, failed internet or phone connections, interruptions in the transmission or receipt of orders or, any computer virus or other technical defect, whether human or technical in nature.

10.6. Without limiting the foregoing, no warranty or guarantee is made regarding:

- a) The supply of an Experience by a Host;
- b) Information published on the Website in relation to an Experience;
- c) The results that may be obtained from the use of this Website.

11. LIMITATION OF LIABILITY

11.1. You acknowledge that the Website has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Website meet your requirements.

11.2. We only supply the Website for private, non-commercial use. You agree not to use the Website for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3. Neither Global nor any of its affiliates shall be liable for any indirect, incidental, consequential or punitive damages or losses arising out of your use of the Website.

11.4. Global does not limit or restrict its liability for fraud or fraudulent misrepresentation or death or personal injury should it arise from the negligence of Global, or for any liability that cannot by law be excluded or limited.

11.5. The website is intended to facilitate Guests to connect with Hosts and to enable them to contract for the provision of Experiences. Global cannot and does not control the content contained in any Experience. Global is not responsible for the condition, legality or suitability of any Experiences. Subject to Clause 11.4, Global disclaims any and all liability related to any and all Experiences and accordingly any Experiences will be at the Guest's own risk.

13. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("Event Outside Our Control").

14. TERMINATION

14.1. We may terminate this Agreement immediately if you breach this Agreement.

14.2. You hereby agree to indemnify and hold harmless Global, its

officers, directors and employees from and against all losses, expenses, damages and costs resulting from any violation of this Agreement.

14.3. On termination for any reason:

- a) All rights granted to you under this Agreement shall cease;
- b) You must immediately cease all activities authorised by this Agreement, including your use of any services;
- c) We will immediately close your account with us;
- d) We may cease providing you with access to the Website.

15. OTHER IMPORTANT TERMS

15.1. We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.

15.2. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.3. We do not endorse any Host and Experience. We are unable to guarantee or control the quality, safety, suitability or utility of any Experience nor the conduct of any Host or other Guest. It remains your responsibility to decide whether to book an Experience and you do so at your own risk.

15.4. While we very clearly do not take any legal responsibility for conduct of Hosts or Guests, we hope that you will have a good Experience. We expect you to follow certain terms of conduct. By using the Website and listing or procuring an Experience, Experience Pro or Experience Premium, you agree to:

- a) Abide by all state/local laws or regulations or any order of a court;
- b) Not breach any Agreement that you have with a third party;
- c) Not violate or infringe another's rights or cause harm to another.

15.5 Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

15.6 This Agreement is governed by the laws of England and Wales and all disputes relating to it will be resolved exclusively by the courts of England.

Registration Number 9483571 United Kingdom
Registered Office: 13/15 Carteret Street, London, SW1H9DJ