

This document is effective as of **January 15th, 2015**.

Service Provider Terms

1. Voucher Program.

1.1. Voucher Information

Reserveline shall promote the Voucher per Section 1.2. Service Provider is the seller of the services described in Voucher. The Voucher itself will be sent to the purchaser electronically. The purchaser will then redeem the Voucher from the Service Provider.

- a. Service Provider is making the Service Provider Offering available pursuant to the Vouchers.
- b. Service Provider's obligations under this Service Provider Agreement (and with respect to any Voucher) are contingent upon selling the Volume Threshold (which is 1 (one) by default) by the Volume Threshold Deadline.
- c. Delivery of deals: Reserveline may offer the Service Provider's Voucher up to the maximum quantity listed above in a variety of formats: through its features or through its affiliate network. All of these formats may be offered to part or all of Reserveline's subscriber base, or the communities associated with Reserveline's affiliates. Service Provider will be notified prior to any new delivery of deal for final approval.
- d. Each Voucher will be subject to no restrictions other than as provided herein. Each Voucher will expire on the Voucher Appointment Date and Time. Service Provider is aware and acknowledges that the law may require Service Provider to redeem Vouchers beyond their stated expiration dates, and Service Provider agrees to do so (to the extent applicable law requires).
- e. Partial redemptions: If a customer redeems a Voucher for less than its face value, the Service Provider will be responsible for issuing a credit or cash equal to the difference between the face value and the amount redeemed if required by law.
- f. Service Provider agrees that in providing the services that are the subject of the Voucher, it will not impose any extra or additional fees or charges that contradict the terms set forth on the face of the Voucher.
- g. Service Provider will comply with the Special Instructions (if any).

1.2 Voucher Sale. Service Provider authorizes Reserveline to offer, sell and distribute Vouchers, in accordance with this Agreement and the restrictions set forth in this Agreement. Service Provider acknowledges that Reserveline may terminate the publication or promotion of the Voucher at any time. Reserveline reserves the right to increase the Volume Threshold at its sole discretion.

1.3 Voucher Publication and Delivery. Vouchers shall be published on the Website in accordance with Section 1.1. Reserveline will offer the Vouchers for sale on dates in its discretion. If there is a Maximum Number of Vouchers designated, Reserveline will use reasonable efforts to cease publishing the Voucher once it has received offers to buy that number of Vouchers equal to the Maximum Number of Vouchers. The last date on which Reserveline publishes the Voucher for sale to its users shall be considered the "Run Date". The Voucher shall be activated, which means capable of being used for purchases with the Service Provider in accordance with the terms of the Voucher, only when the Volume Threshold of purchasers has been met (which is in average only 1 (one)). At the time that the Volume Threshold has been met; Reserveline will electronically deliver the Voucher to the purchaser. Once a Voucher is Activated and delivered to the purchaser, Service Provider shall be solely responsible for all customer service in connection with the Voucher and for supplying all goods and services specified in the Voucher. Reserveline further reserves the continuing right, but shall not be obligated, to reject, revise, or discontinue publishing any Voucher and to require Service Provider to edit or modify the same for any reason, including, without limitation, to conform the Voucher to Reserveline specifications or applicable Laws.

1.4 Payment. Reserveline shall remit payment to Service Provider according to the schedule and terms set forth in this Section 1.4. Reserveline will pay Service Provider the Remittance Amount for each Voucher properly activated for which a purchaser has fully paid Reserveline. Service Provider is registered for sales and use tax collection purposes, and shall be responsible for paying all sales and use taxes related to the services described in the offer. Reserveline shall forward the collected Remittance Amount Total to Service Provider twice a month, every 15th and 30th day of the month. Amounts retained by Reserveline are compensation to Reserveline for the service of advertising and selling the Vouchers for Service Provider.

1.5 Deposit. Service Provider acknowledges that by virtue of this Agreement they are going to receive funds that have been remitted to Reserveline by its end customers which effectively amount to prepaid customer deposits that Service Provider will be holding onto until such time as the services are delivered. Service Provider shall insure that at all times these funds remain available to be returned to Reserveline and/or its customer if Service Provider is either unable or unwilling to perform its obligations under this Agreement. The obligation to keep these funds in tact applies to both the Service Provider and the authorized agents or executors of this Agreement. Reserveline shall have uncontested title and ownership on all amounts that have been paid by Reserveline to Service Provider until such time as the Service Provider fulfills its obligations under the terms of this Agreement and delivers the end goods or services as defined herein. Furthermore, the Service Provider acknowledges that in the event of a bankruptcy proceeding or other liquidation, any funds which are being held by Service Provider for services not delivered shall be immediately returned to Reserveline, and no third party shall have any right or claim to these funds which are being held by Service Provider but which solely belong to Reserveline and its end customers.

1.6 Service Provider acknowledges that all prices included in vouchers, deal and templates must contain VAT (the gross price) if it is applicable to the Service Provider.

1.7 License. Service Provider grants to Reserveline a non-exclusive worldwide license and right to use, reproduce, display, distribute and transmit the Service Provider's name, logo and any trademarks ("Service Provider Marks") and any photographs, graphics, artwork, text and other content provided or specified by Service Provider ("Content") in connection with the marketing, promotion, sale or

distribution of Vouchers, in any and all media or formats in which such Vouchers are marketed, promoted, transmitted, sold, or distributed, including but not limited to, on the Reserveline Website.

2. Term and Termination.

This Agreement shall continue in effect for the longer of one (1) year following the Effective Date or the last date when a customer of Reserveline redeems a Voucher offered by Service Provider through Reserveline. Reserveline may terminate this Agreement at any time for any reason by giving the Service Provider written notice of such termination. The expiration of the Term shall not in any way affect the purchaser's usage of the Voucher, or Service Provider's obligation for redemption of the Voucher. Upon execution of the Agreement, Service Provider agrees that Service Provider will not promote an online offer with respect to the products or services described in this Agreement of similar or greater value for a period up to 90 days from the Effective Date, plus a minimum of 90 days following the Service Provider's date of feature on the Reserveline Website. Sections 3, 4, 5, 6 and any claims for payments due Reserveline, including but not limited to section 1.5 hereunder shall survive any expiration or termination of this Agreement.

3. Service Provider Representations and Warranties, and Indemnification.

3.1 Service Provider represents and warrants throughout the Term that: (a) Service Provider has the right, power and authority to enter into this Agreement; (b) Service Provider is registered for sales and use tax collection purposes in all countries in which Service Provider's services will be provided pursuant to the terms and presentation of the Voucher; (c) the Voucher, upon being Activated and delivered by Reserveline shall be available immediately for redemption by the purchaser; (d) the terms and conditions of the Voucher, including any discounts or services offered thereunder, comply with all, and do not and will not violate any local, state or EU law, statute, rule, regulation, or order ("Laws"), including but not limited to, any Laws governing vouchers, gift cards, coupons, and/or gift certificates; (e) Service Provider owns all right, title and interest in the Marks and Content and has the right to grant the licenses in the Marks and Content stated in this Agreement; (f) the Vouchers and any advertising or promotion of Service Provider's products and services relating thereto will not constitute false, deceptive or unfair advertising or disparagement under any applicable Laws; and (g) the Marks and the Content do not and will not violate any copyright, trademark, or other intellectual property right or right of privacy or publicity of any third party or any Laws.

3.2 Service Provider agrees to defend, indemnify and hold Reserveline, its affiliated and related entities, and any of their officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to attorney's fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by Service Provider of this Agreement or the representations and warranties stated in Section 3.1; (b) any claim for state sales or use tax obligations ("Taxes") arising from the sale and subsequent redemption of a Voucher; (c) any claim by any local, state or EU governmental entity for unredeemed Vouchers or unredeemed cash values of Vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest ("Abandoned Property Claims"); or (d) any claim arising out of or relating to the products and services provided by Service Provider, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages. Without limiting the foregoing, Service Provider

shall pay any monies owed to any party, as well as all attorney's fees, related to any action against, or determinations against, Reserveline related to any action to pursue Reserveline for Taxes or Abandoned Property Claims.

4. Confidentiality and Intellectual Property Rights.

4.1 The terms of this Agreement are confidential, and Service Provider agrees to not disclose the terms described herein to any party (other than its employees, parent companies, and shareholders on a need-to-know basis only after each has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such individuals). The terms contained herein are confidential between Reserveline and Service Provider and not known to the general public outside of this Agreement, thus any breach of this confidentiality provision by Service Provider shall be considered a material breach of this Agreement and will result in irreparable and continuing damage to Reserveline for which there will be no adequate remedy at law; and in the event of such breach, Reserveline will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

4.2 Service Provider agrees and acknowledges that Reserveline owns all right, title, and interest in the Reserveline Website, Reserveline trademarks, and any software, technology or tools used by Reserveline to promote, market, sell, generate, or distribute the Vouchers (collectively the "Reserveline IP"). Service Provider shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the Reserveline IP or any portion thereof, or use such Reserveline IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. Service Provider shall not prepare any derivative work based on the Reserveline IP. Service Provider shall not translate, reverse engineer, decompile or disassemble the Reserveline IP.

5. Limitation of Liability.

Except for indemnification obligations hereunder, in no event shall either party be liable or obligated to the other party or any third party in any manner for any special, incidental, exemplary, consequential, punitive, or indirect damages of any kind regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if informed of the possibility of any such damages in advance, Reserveline's sole and complete liability to service provider for any claims arising out of relating to this agreement or any errors, omissions or misplacements of the vouchers shall be limited to the amount of opportunity fees paid hereunder. this limitation of liability shall apply to the maximum extent permitted by applicable law and notwithstanding the failure of any limited remedy.

Any claim arising out of or relating to any error or omission in a Voucher must be made within one (1) year of first publication of the Voucher. Otherwise, the claim shall be deemed waived by Service Provider.

6. Other

The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

This agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.

Service Provider may not assign or transfer its rights or obligations under this Agreement, whether by operation of law or otherwise, without Reserveline's prior written consent.

Except as expressly set forth in this agreement, neither party makes any representations or warranties, express or implied, including without limitation any implied warranty of service providerability, fitness for a particular purpose or non-infringement. Reserveline does not warrant or guarantee that the services offered on or through the website shall be uninterrupted or error-free, that the vouchers will be error-free or that any errors, omissions or misplacements in the voucher will be corrected, or that vouchers will result in any revenue or profit for service provider.

This Agreement shall be governed by the laws of Hungary, without giving effect to any principles that may provide for the application of the laws of another jurisdiction. Any disputes, controversies, or claims in connection with or arising out of this Agreement, its negotiation, breach, existence, validity or termination, shall be referred to and finally determined by arbitration in Budapest, Hungary, from which arbitration there shall be no appeal. Such arbitration shall be held in the city of the defendant, with the governing law to be that of the State of the defendant and the laws of Hungary applicable therein. The award rendered by the arbitrator shall be final and binding on all parties, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.