

TERMS OF COOPERATION

These General Terms of Cooperation (hereinafter: "GTC") apply to commercial cooperation between Trebiada Sp. z o. o. with its seat in Poland, ul. Franciszka Ratajczaka 26/6/96, 61-815 Poznań, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Poznań Wilda and Nowe Miasto in Poznań, 8th Commercial Division of the National Court Register, under the number KRS 0000786330 , NIP: 7831801806, and the entity using the Company's services via the website www.lunchspace.com, hereinafter referred to as the GTC as the User.

§ 1

Definitions

1. " GTC " - General Terms of Cooperation
2. "Website owner" - Trebiada sp. z o.o.
3. "Parties" - parties to the GTC together or which either Party GTC separately;
4. "Beneficiary" - An entity introducing an offer of a gastronomic establishment to the website.
5. " Website " - the website "www.lunchspace.com" owned and authorized to dispose of copyrights is Trebiada Sp. z o.o. through which it will be possible to find the Restaurant's Premises and its current Offer on the map;
6. "Premises" - real estate indicated at the address by the Principal, in which the Principal offers its services to Consumers;
7. "Offer" - the menu provided to the Contractor (containing the names of the dishes, their ingredients, a photo of the dish and the price) applicable in the Premises indicated by the Principal, which is to be visible to Users on the Website, contact information for the Premises, information about the possibility of delivering a dish from the menu to the User ;
8. "Consumer" - a person who uses the services of the Principal at the Premises;
9. "User" - a person who uses the Website;
10. "Settlement Period" - the period from the day (date) following the signing of the Agreement by the Parties to the day (date) of the following month corresponding to the day (date) of signing the Agreement.

§2

General provisions

1. The purpose of these GTC is to define the mutual rights and obligations of the Parties, as well as the terms of cooperation of the Parties related to the advertising and promotion of the Beneficiary and his Offer via the Website.
2. The website owner declares that he is the only entity entitled to all copyrights and administrative rights to the website .

3. The Beneficiary declares that he is entitled to manage the Premises and to determine the Offer.
4. The User declares that he undertakes to cooperate with the Website Owner and guarantees the cooperation of his staff (employees and associates), enabling the Website Owner to properly perform the activities .

§3

Subject of the GTC

The subject of these GTC is to define the activities of the Parties in the field of advertising and promotion of the User, his Premises by the Website Owner through the Website and the User's obligations related to these activities to advertise and provide information in the Premises and on the social network "facebook.com" about the existence of the Website.

§4

Obligations of the Website Owner

1. As part of the implementation of the GTC, the Website Owner undertakes to:
 - 1) Improvement and maintenance of the Service, through which the user can find on the chart (with the exact address location) Premises the User and in which there will be information about the offer the User available in a given premises;
 - 2) Improving the Website's search by Users via Internet Browsers independent of the Website;
 - 3) Post on the Website, at least once a quarter, information about discounts or vouchers for dishes from the Offer;
 - 4) Preparing and delivering, within 7 days from the conclusion of the GTC, a sticker informing about the possibility of using the Website, which the User will be able to put on the glass or door of the Apartment;
2. In order to comply with the Owner of the Service GTC , lessee hereby introduce real data about its offer, in particular: the logo , images premises , the composition of the dishes and offers made by Restaurateur pictures of dishes , contact details

§ 5

Obligations of the Beneficiary

1. As part of the implementation of the subject GTC lessee undertakes to:
 - 1) Posting in the Premises the sticker (referred to in § 4.1.4))provided by the Website Owner;
 - 2) Posting a link to the Website on the website regarding the Premises;
 - 3) validation on the profile of the User on the social networking site Facebook, the hashtag "#lunch space" in each entry containing an offer of the day;
 - 4) validation on the profile of the User on the Facebook social networking site at least once a month, the article (containing a minimum of 30 words) informing about the possibility to use the Website and search it offers, as well as discounts and vouchers on offer Lessee ;
 - 5) Participate, at least once a quarter, in promotions organized by the Contractor on the Website, by indicating to the Contractor the dish or dishes from the Offer and the proposed reduced price for them or by giving the Contractor the amount for which the User may purchase dishes from the Offer (voucher);

2. Fulfillment of the obligation referred to in point 1.5 will take place by entering the necessary information by the Beneficiary or its employee in the administration panel of a given Premises on the Website in the link "Your Place".

§6

Settlements of the parties

1. The parties jointly agree that the lessee will settle for the execution of the Contract by the Contractor subject to the company Trebiada Sp. z o. o. ul. Franciszka Ratajczaka 26/6/96, 61-815 Poznań.
2. The parties agree that the settlement in the manner described in point 1 does not result in incurring any liability by Trebiada Sp. z o. o. ul. Francis Ratajczak 26/06/96, 61-815 Poznan, for the execution of the full range of subject matter hereof corresponds to the lessee .
3. The basis for the settlement of the subject GTC by the User is selected by the User package subscription for each apartment separately introduced to the Service .
4. Subscription packages are concluded for the period of:
 - a) 1 month for the amount of \$ 9 for each month,
 - b) 3 months for the amount of \$ 7 for each month
 - c) 6 months for the amount of \$ 5 for each month.
5. Each first subscription fee for each Premises is charged after 14 days of the trial period.
6. Subscription fees charged in advance for a given period after the trial period.
7. The subscription operator is PayPal
8. If it is not possible to collect the subscription fee by PayPal, the Beneficiary will be informed about the unsuccessful attempt to collect the fee automatically by e-mail.
9. PayPal will make 3 attempts, one attempt each day, to charge you for the selected subscription package. After the third unsuccessful attempt, the Premises with the unpaid subscription will be suspended and the Premises' offer will not be visible until the payment for the outstanding Subscription has been made.
10. The inability to download an automatic payment for the selected Subscription does not release you from the obligation to pay for it.
11. The settlement will be based on a VAT invoice issued by Trebiada Sp. z o. o., ul. Franciszka Ratajczaka 26/6/96, 61-815 Poznań.
12. The invoice for each subscription downloaded will be delivered on the next day at the latest to the e-mail address provided during account registration by the User.

§ 7

Principles of Cooperation of the Parties

1. Each Party is obliged to perform its duties with due diligence and the best knowledge, and to protect the interests of the other Party in the scope of the activities entrusted to it.

2. Each Party undertakes to inform the other Party about any difficulties and obstacles that may arise in the performance of the GTC , as well as to cooperate with the other party in resolving any disputes arising in the course of implementing the provisions of the GTC.
3. The Parties undertake to provide each other with information about changes in e-mail addresses used for the implementation of the Parties' cooperation as well as to forward changes in the addresses of the registered office / place of business.
4. The Beneficiary bears full responsibility for the truthfulness of the information posted on the Website as part of the Offer, including the declaration that he / she owns the copyrights to the photos provided to present the Offer.
5. The Service Owner shall not be liable and shall not consider complaints regarding the quality of Members of dishes contained in the Offer and the consistency of their execution and taken to the Offer price Lessee .

§ 8

Performance of the Agreement

1. This agreement is concluded for a fixed period in accordance with selected by the User package subscription described in **§6 point 4a / 4b / 4c.**
2. The agreement may be terminated by agreement of the Parties in writing with a 14-day notice period before the end of the subscription period.
3. The Principal undertakes to inform the Contractor no later than two weeks before the expiry of the Agreement by e-mail to the following address: **info@lunchspace.com** , whether he is continuing the payment for the subscription package specified in **§6 point 4a / 4b / 4c.**
4. If the notice period specified in point 2 is met , the contract is terminated at the end of the term of its conclusion for a definite period.
5. If the Principal does not provide the Contractor with the information specified in point 2 within the indicated period, the Website Owner will charge the Subscription Fee in accordance with the previously selected by the User.
6. A notice period of 14 days as set out in section 2 applies to each subscription period.

§ 9

Confidential Information

1. Confidential information is understood as any information provided mutually by the Parties in connection with the implementation of the GTC , regardless of the manner of their transmission (orally, in writing, on an electromagnetic carrier or other), except for information which, upon disclosure or transfer to the other Party, will be clearly defined as non-confidential and any economic information held by the parties, including commercial, technical, technological, legal, organizational, relating to one of the Parties or its associates and contractors, obtained by the other Party in connection with or in the performance of this Agreement, in particular:

- 1) information contained in the content of documents, including electronic documents prepared by each party for the purposes of this agreement,
 - 2) financial information related to the implementation of this Agreement
 - 3) the content of contracts and information on activities related to its implementation,
 - 4) information on the functional and technical aspects of the operation of the Website.
2. In the event that information is provided in a manner that is not specified as to its confidentiality or not, it is assumed that it is confidential information.
 3. Each Party undertakes that any confidential information provided and disclosed by the other party will be kept in full secrecy and confidentiality, will be used and used only for the purposes related to the implementation of this agreement, and that it will not be transferred or disclosed to any third party without express consent. prior consent of the party to which they relate, expressed in writing.
 4. Each party will take at least the same care to protect the other party's confidential information as to protect its own confidential information.
 5. The parties agree that confidential information and confidentiality obligations do not include information:
 - 1) which are commonly known,
 - 2) which have been made public by the party to which they relate,
 - 3) disclosed by a party with the prior written consent of the other Party
 - 4) whose disclosure obligation results from mandatory provisions of law,
 6. The obligation to keep confidential information secret remains in force for a period of 5 years from the date of termination of these GTC .

§ 10

Settlement of disputes

1. The parties agree that they will strive to amicably resolve any disputes that may arise in connection with the implementation of the provisions of the GTC .
2. If it is not possible to resolve the dispute by way of amicable settlement, the court competent for the settlement of disputes in connection with the performance of the Agreement will be the court competent for the seat of the Website Owner.

§ 11

Final Provisions

1. Any changes to the content of these GTC shall be made in writing under pain of nullity.
2. In matters **not** covered by these **GTC** , the provisions of Polish law, in particular the Civil Code, shall apply.
3. **These GTC are accepted electronically by confirming that you have read this document and accept its terms. After accepting the Terms, the document becomes binding for both Parties.**

