

TERMS AND CONDITIONS FOR CONTENT PROVIDERS ON CULTURAL PLACES PLATFORM (WEB & APP)

1. Preamble

- 1.1 These Terms and Conditions for Content Providers on **Cultural Places** also referred to as License Terms apply to you as a **Content Provider**. We advise you to read these License Terms carefully so you are aware of your **rights and responsibilities** when you upload the Content.
- 1.2 **Cultural Places**, is a web and app platform, owned by **OROUND Mobile GmbH**, hereinafter known as "**OM**", a company established under the laws of the Republic of Austria, with its headquarters located at Gölsdorfasse 4/Top 5A, A- 1010 Vienna, Austria.
- 1.3 In case of a discrepancy between any translated version of these License Terms and this English version, this English version shall prevail.
- 1.4 Some terms used in these License Terms have the meaning described in clause 13 below (Definitions)

2. Cultural Places platform: usage plans

- 2.1 All the usage plans (whether free or paid) on Cultural Places give you the right to access and use the CMS, which enables you to upload, store, and manage (i.e. to modify, add and to delete) Content. The Content uploaded by you will become part of the Database. This could lead to a greater exposure of your Content and could help you reach more people and/or attract more visitors.
- 2.2 We will provide the Cultural Places platform Service to the best of our ability. However, you must accept that the Cultural Places platform contains only those functionalities that you find at the moment of use. Except as expressly provided in these License Terms, we make no warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity, reliability, or accuracy of the Cultural Places platform or the CMS, or that any part of the Cultural Places platform will be uninterrupted, error-free, virus-free, timely, secure, nor is it warranted either implicitly or expressly that any content is safe in any manner for download.

3 Access to and Availability of the Cultural Places platform (web & app)

- 3.1 In order to use the Cultural Places platform (web & app), you need to create an Account by following the registration process on the Cultural Places platform Website or within the Cultural Places platform App. You need to make sure that all provided information is up-to-date, correct and complete. This is important to us as we may need to reach out to the Content Providers in certain cases (for instance with questions about your Content). No Content Provider is allowed to create an Account under someone else's name (except for cases in article 3.3 below).
- 3.2 If you are an individual under the age of 18, you are also welcomed to register as a Content Provider, but you need to have your parent(s)' or legal guardian(s)' permission to create an Account and to use the Cultural Places platform (web & app) Service.
- 3.3 If you register an Account and use the Cultural Places platform (web & app) on behalf of another individual, a company or other kind of business undertaking, you take responsibility for having legal

authority to bind that individual, company, or other kind of business undertaking to these License Terms.

3.4 Login Details are required for registration. The Login Details must be kept secret to avoid unauthorized use of an Account. As soon as you know, or have reasons to suspect, that your Login Details have come into the hands of unauthorized persons, you should inform Cultural Places platform (web & app) and take effective action immediately, by modifying the Login Details.

3.5 If you can no longer access your Account (for instance because the person who created the Account has left your company without leaving behind the Login Details), please contact us at support@oroundo.com

3.6 Cultural Places platform (web & app) may use the contact information provided by you to send e-mails concerning the operation of the Cultural Places platform (web & app).

3.7 In case you give other people (third parties) access to your Account, their actions will be under your full responsibility. This implies that any damages to your Content or costs related to the use of paid Cultural Places platform (web & app) services by such third parties will be due to your own account. These License Terms shall also apply to such third parties making use of your Account.

3.8 In certain cases, we may need to get in touch with you. If you do not respond to our query within 90 calendar days, we assume that you no longer wish to make use of your Account and we will be entitled to terminate your Account and remove your Content.

3.9 In order to improve the Cultural Places platform, or for other reasons, Cultural Places may need to make functional, procedural or technical changes to the Cultural Places platform (web & app), including the CMS, and/or (temporarily or permanently) take out (part of) the Cultural Places platform (web & app) features/ services. Cultural Places platform (web & app) cannot be held liable for that.

3.10 The purchase and/or the proper operation of the equipment necessary to use the Cultural Places platform (web & app) is the sole responsibility of the Content Provider. Cultural Places cannot be held liable for damage or costs related to transmission errors, malfunctions, or non-availability of computer, data or telecom facilities, including the internet.

3.11 We undertake all reasonable measurements to make sure the Cultural Places platform (web & app) works impeccably at any time. In the event that the Cultural Places platform (web & app), or part thereof, is nevertheless (temporary) unavailable or not working properly, we cannot be held liable for any related damage or costs.

3.12 Note that we are not responsible for storage of your data, including your Content. That means that if you accidentally remove your Content from our platform or if we encounter technical problems, your Content may be lost and we may not be able to retrieve your Content. We therefore recommend that you keep a copy of your Content on your own devices for storage purposes.

4 Content and use of the Cultural Places platform (web & app)

4.1 For both Free Plan and Paid Plan users, You (i.e. the Account holder) are solely responsible and liable for the Content and management (i.e. modification, addition and deletion) of the Content provided through your Account.

4.2 We require and may impose minimum standards upon the Content including, but not limited to, standards regarding technical requirements, quality, and information level and we may at any time, amend or supplement these standards. Feel free to contact us if you have any questions regarding these minimum standards. Cultural Places platform (web & app) reserves the right to publish only Content that meets these minimum standards.

4.3 No Content may be made available and the Cultural Places platform (web & app) may not be used in any way that:

- is discriminating regarding race, religion, gender, culture or heritage, or which is otherwise offensive;
- calls for violence against and/or harassment of others;
- is false and/or misleading;
- contains viruses, Trojan horses, worms, bots or other software that can damage, disable, or delete the Cultural Places platform (web & app) Service or makes it inaccessible;
- violates the License Terms, the Privacy Policy and/or any statutory requirements in the jurisdiction where the Content Provider is established;
- infringes the rights of Cultural Places platform (web & app) and/or third parties, including – but not limited to – Intellectual Property Rights and rights that relate to the protection of privacy;
- harms the interests and reputation of Cultural Places platform (web & app);
- reproduces, publishes, or sells information which is obtained through the Cultural Places platform (web & app), other than the Content created and provided by the Content Provider itself;
- makes Content available that contains third party advertisement, other than with the express permission of Cultural Places platform (web & app);
- violates the minimum standards to the extent provided by Cultural Places platform (web & app) to the Content Provider; or
- engages third parties to perform any of the above mentioned acts.

4.4 The Content Provider warrants that if photos, audios, or videos are included in the Content, the persons in such photos or videos have granted all necessary consents to such use unless such consent is not required under the applicable law. The Content Provider is thus solely responsible for any legal claims of persons depicted in these photos, audios, or videos.

4.5 The Content made available by you on the Cultural Places platform (web & app) may be used by us in accordance with article 6.

4.6 In the following situations we may need to (i) refuse or remove Content, (ii) terminate your Account, or (iii) assign to the Content the status of 'draft' which means that the Content requires to be changed before it becomes accessible:

- if the Content does not meet the standards as provided in article 4.2;
- if the Content is not permitted based on article 4.3;
- upon a court order thereto; or
- if the Content is generally inappropriate or contrary to any community standards.
- Cultural Places platform (web & app) may take such decision at its own discretion and irrespective of any formal analysis under applicable law. By taking any of the actions above, Cultural Places platform (web & app) will not become liable to pay any compensation to the Content Provider.

4.7 If you are of the opinion that certain Content offered by another Content Provider infringes your rights and/or the rights of a third party, please notify Cultural Places platform (web & app) immediately in accordance with article 4.8 below.

4.8. Cultural Places platform (web & app) does not monitor and does not intend to monitor the Content on its platform. We do, however, retain the right to take appropriate action including removal of Content from our platform if we are notified or otherwise determine that the Content infringes third parties' rights or is unlawful. In such case we will not be liable towards the Content Provider who created the Content.

5 Payment Conditions

5.1 As Content Provider you may choose whether you wish to offer your content, esp. Digital Guides as:

- Public Content accessible to End users for free; or
- Paid Content with preview accessible to End User for free and full Content available only upon payment

5.2 Free Plan and free content – If you have chosen our free plan, there will not be any monetary return for your free content.

5.3 Paid Content (e.g. Digital Guides or Experiences)

5.3.1 The price for the Paid Content (e.g. Digital Guides or Experiences) will be determined by you. Note, however, that we cannot control any changes made to this price by the Application Markets. Furthermore, note that we will always have the right to temporarily offer such Paid Content with a discount, for instance for promotional purposes.

5.3.2 If you offer Paid Content (e.g. Digital Guides or Experiences) to End Users, the fee for such Paid Content actually paid by the End Users net of any Application Market commission (typically 30%) will be directly credited to your account. Cultural Places will not take any revenue share, nor charge any fee. (Excluding transaction fee charged by other 3rd parties)

5.3.3 Any shortages or losses of fees for your Paid Content due to the conversion of the payments into another currency and/or fluctuating currency exchange rates will be your own responsibilities. Cultural Places will not be held accountable for this.

5.4 In case End Users are dissatisfied and ask Application Market for a refund, both Cultural Places and you will receive no fees from such End Users.

5.5 We strive to make all payments in time. Nevertheless, any late payment does not give you the right to suspend your obligations under these License Terms, including the license provided in article 6, nor does it entitle you to interest on such late payment.

5.7 If you owe Cultural Places money for whatever reason, we will be allowed to off-set any such payment obligation against any of our own payment obligations to you.

5.8 The payment must be claimed within 24 months since the sale has been made. Payments not claimed within 24 months become void.

6 IP Rights

6.1 The Intellectual Property Rights in relation to the Cultural Places platform (web & app), including the CMS and the Database, the Cultural Places App and the Cultural Places Website belong exclusively to Cultural Places and Oroundo Mobile (OM). This means, for instance, that you are not allowed to register any domain names, trademarks that are identical or similar to any object to which Cultural Places platform (web & app) holds Intellectual Property Rights and that you are not allowed to reproduce, modify, reverse engineer, or publish the Cultural Places platform (web & app) and/or the CMS for other purposes than those listed in these License Terms. Removal, hiding, making illegible or modifying notifications or statements with regard to our Intellectual Property Rights is not permitted.

6.2 As Content Provider you will be given the right to access and use the Cultural Places platform (web & app) and the software that forms part of the Cultural Places platform, including the CMS. You acknowledge that Cultural Places may grant this same right to other Content Providers as well.

6.3 You will be and will remain the sole owner of any and all of your Intellectual Property Rights in relation to the Content that you make available through the Cultural Places platform (web & app) (subject to your warranties under article 9.1 below). You can adjust and/or change your Content at any time from the Cultural Places platform.

6.4 In order for us to be able to spread your Content and to give you free and global exposure, you acknowledge and accept that by making the Content available through the Cultural Places platform, you automatically and free-of-charge give us the right to use and reproduce your Content worldwide (without any territorial or quantitative restrictions - except for specific conditions applicable to Paid Content, see especially articles 5.3 above). This includes the right for us to make your Content available to third parties and to give third parties this same right to use and reproduce your Content. The right given to us to use and reproduce your Content in its original as well as amended form includes, but is not limited to, the right to:

- use the Content for our internal purposes, such as using screenshots for our leaflets and other promotion materials or using it as an example in our presentations;
- reformat and/or use the Content for purposes of developing, producing, and enhancing the Database, the Cultural Places platform (web & app), for instance to make your Content more suitable for tablets, websites, iOS, Android and Windows phones;
- create translations of your Content into any language (including robotic translations), complete an uncompleted Content or combine your Content with Content of other Content Providers in the Database;
- incorporate, (permanently) store, add to, or otherwise use the (reformatted) Content in the Database, the Cultural Places App and on the Cultural Places Website;
- use (parts of) your Content, your name, brand and/or logo and the relationship between us for promotional and marketing purposes, for instance by presenting your Content as an example to other potential Content Providers and End Users, unless you do not approve such use in which case you should contact us.

6.5 Your name and profile and copyright notice (if any) will always be accessible, linked or integrated with your Content, unless for technical reasons this is not possible (for instance when we promote your Content via social Media).

6.6 The license you granted to Cultural Places to use and reproduce your Content as further described in article 6.4 above, will stay in force for the duration (throughout the existence) of your proprietary copyright pertaining to any such Content.

6.7 We respect your Intellectual Property Rights in accordance with these License Terms. It may, however, be the case that, due to technical reasons, we make a publication of your Content without mentioning your name, or other designation as creator of the Content, or make any changes to the title of your Content or any minor changes to the Content itself (e.g., correcting a spelling mistake). In those cases, the meaning of the Content itself will not be changed. Cultural Places platform (web & app) also reserves the right to change the appearance and functionality of the Cultural Places platform (web & app) at any time, including parts relating to the Content, without your consent.

6.8 Any and all your communication to third parties, including the use of trademarks and other unregistered indications (especially logos, business names or protected graphic elements) of Cultural Places platform (web & app), which are subject to Cultural Places platform (web & app)'s IP rights, is subject to our previous consent.

6.9 In no event, however, can Cultural Places platform (web & app) be held liable or responsible for any infringements or alleged infringements of your Intellectual Property Rights by End Users, or any other party, whether or not access to your Content was given by us to such third party. You hereby waive all rights to make claims against us in connection with any such (alleged) infringements by any third party and hereby indemnify and hold Cultural Places platform (web & app) harmless for and against any and all third party claims relating hereto.

7 Marketing

7.1 Marketing by Cultural Places

- Free Plan users- marketing of your content will be at done at our discretion. If marketing is required, a separate marketing package can be purchased.
- Paid Plan users – will get additional promotional services free of charge.

7.2 Marketing by Content Providers

Cultural Places invests extensive resources to deliver and maintain the Cultural Places platform (web & app). The Cultural Places platform can bring the Content Providers most success if the Content Providers contribute with their promotion. Therefore, Cultural Places is looking for the Content Providers' cooperation and kindly invites you to promote your Content and the Cultural Places platform (web & app) via your marketing and communication channels as suggested - but not limited to – in the list below:

- place a direct hyperlink (www.culturalplace.com) on your website to your audio guide page on the Cultural Places platform (web & app) Website in an attractive manner in order to stimulate End users to download your audio guide(s) in advance;
- mention the name “Cultural Places” and the Cultural Places Web & App and place the Cultural Places logo (provided by us) on your website in a clearly visible, easily accessible and attractive manner to facilitate finding the Cultural Places App in the Application Market;
- place an announcement and/or promotional information of your audio guide(s) and the collaboration with Cultural Places on your website and any social media in use by you;
- place promotional materials of the audio guide(s) and the Cultural Places App (can be provided by us) clearly visible to the visitors in the entrance/exhibition area;
- cooperate with us on a quote and/or success story regarding the Cultural Places platform for use by us in our marketing communications;
- provide us with input for promotion of the Content through our social media channels; or
- promote the brand “Cultural Places” and the Cultural Places platform (web & app) at other occasions (e.g. events, conferences) and/or via word of mouth advertisement.

- If you would like to know more about the marketing opportunities, please contact: marketing@oroundo.com

7.3 As feedback is important to us to improve the Cultural Places platform, we may approach you to participate in occasional evaluations of the Cultural Places platform and our services.

8 Privacy protection

8.1 We process your Personal Data and of persons using the Account, including but not limited to information entered when creating the Account, information provided when using the Cultural Places platform (web & app) and uploading Content, and information collected on the use of the Cultural Places platform (web & app), such as: browsing history, IP address, information on your browser and operating system and user interactions with the browser.

8.2 To the extent necessary, you acknowledge that Cultural Places is entitled to process your Personal Data referred to under article 8.1 for the purposes of:

- developing and offering the Cultural Places services, the Cultural Places Website, and the Cultural Places App;
- communicating with you about Cultural Places platform and its products and services;
- generating statistical data (including by means of Google Analytics and/or other analytics providers); and protecting our information systems.

8.3 To the extent necessary, you give the permissions under articles 8.2 on behalf of any persons using the Account. You warrant that you have the necessary mandate from such persons to give such permissions.

8.4 The Content uploaded by you may contain Personal Data of others besides the Content Provider or persons using the Account. It cannot be excluded that the processing thereof by us or on our behalf for the purposes set out in article 8.2 requires permission from such others. If there is a significant risk that such permission would be required, you shall obtain such permission.

8.5 We will implement appropriate technical and organizational measures to protect the Personal Data referred to in article 8.1 against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

8.6 Under applicable European data protection laws, a legal basis is required for the processing of Personal Data - processing of your Personal Data hereunder is based predominantly on necessity for performance of an agreement between you and us as well as protection of legitimate rights and interests of Cultural Places platform (web & app).

8.7 For further details on how we process your personal data we advise you to read our Privacy Policy which can be found on https://www.culturalplaces.com/static/regulations/privacy_policy.pdf

9 Warranties and Indemnities

9.1 You warrant and guarantee that:

- you have the full legal power and authority to make the Content available through the Cultural Places platform and provide the license as mentioned in article 6.4;
- your use of the Cultural Places platform is in compliance with all laws and regulations of the jurisdiction in which you are established;

- you are the sole owner of (Intellectual Property Rights in) the Content and/or that you have obtained valid licenses from third parties to make the Content available through the Cultural Places platform (web & app) and provide the license as mentioned in article 6.4;
- the Content is correct, not misleading, unencumbered, and not limited to or restricted by any third parties' rights, including Intellectual Property Rights;
- the Content is not infringing upon any third parties' rights, including Intellectual Property Rights, and the use of the Content is not in any other way unlawful towards third parties; and
- you will not make or enter into any agreement with any third party which would cause a breach or a default under these License Terms.

9.1 You agree to indemnify, defend and hold harmless Cultural Places and OM, its successors, assigns, affiliates, agents, directors, officers, employees, and shareholders from and against any and all claims, actions, proceedings, damages, obligations, losses, expenses, and costs, including reasonable attorneys' fees and other litigation expenses, resulting from:

- (i) any violation by you of these License Terms or any other agreement between you and us,
- (ii) any third-party claim of (alleged) infringement by you of Intellectual Property Rights arising from your Content and/or use of the Cultural Places platform,
- (iii) incorrect and/or misleading information provided by you through the Cultural Places platform (web & app),
- (iv) any use you make of the Cultural Places platform (web & app), or
- (iv) any unlawful act performed by you.

Cultural Places will provide you with written notice of any such claim, action, proceedings, damage, obligation, loss, expenses, and/or costs. You must cooperate as fully as reasonably required in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

10 Liabilities

10.1 Your use of the Cultural Places platform (web & app) is at your own risk, which means that Cultural Places platform (web & app) to the extent permitted under mandatory law, cannot be held liable for any damage that you suffer resulting from using the Cultural Places platform (web & app).

10.2 If we make a mistake or do something unlawful and Cultural Places platform (web & app) is liable to you, the liability will at all times be limited to the direct damage and up to an absolute maximum of EUR 500 per event (a sequence of events will be regarded as one event).

10.3 Direct damage is understood to mean exclusively:

- damage to property.
- reasonable costs incurred to prevent or limit the direct damage which could reasonably be expected to result from the event on which the liability is based;
- reasonable costs incurred to determine the direct damage and liability.

10.4 Any liability of Cultural Places platform (web & app) for damage other than direct damage ("indirect damage"), including – but not limited to – loss and/or damage of data, loss of profits, loss of goodwill, loss of customers, loss of reputation, and lost sales, is excluded.

10.5 The limitations and exclusions of liability mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage is the result of intentional or wilful recklessness on the part of Cultural Places platform (web & app).

10.6 The existence of any right to compensation is always conditional on the Content Provider reporting the damage to us in writing as soon as possible after it has become aware of the damage. Any claim for compensation vis-à-vis Cultural Places platform (web & app) will lapse simply by the expiry of twelve months after the damage first arose.

10.7 Neither party to these License Terms is liable to perform any obligation if prevented therefrom by force majeure.

10.8 Force majeure is taken to mean inter alia: illness of employees and/or absence of key employees needed for us, power failures, strikes, riots, government measures, fire, natural disasters, floods, epidemic, failure of suppliers of us, shortcomings by third parties which were engaged by us, disruption of the internet connection, hardware failures, and failures in (telecommunication) networks.

11 Termination

11.1 The agreement between you and Cultural Places platform (web & app) comes into effect at the moment you create the Account and accept these License Terms and will remain in force until it is terminated in accordance with this article.

11.2 Each party may elect to terminate the agreement:

- if the other party is in breach of any material provision of the License Terms, which is not fully rectified within thirty (30) days after receipt of written notice from the non-breaching party;
- if the other party makes a general assignment for the benefit of its creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, which is not discharged within sixty (60) days after filing; or
- for its convenience (i.e., without cause) upon not less than thirty (30) days advance written notice.

11.3 We will have the right to immediately terminate the agreement and remove the Content and/or block the Content Provider's Account if (i) such is in line with our notice and takedown procedure (see article 4.8 herein), and/or (ii) Cultural Places platform (web & app) receives notice or has knowledge that the Content infringes upon or violates the Intellectual Property Rights of a third party.

11.4 In the event the agreement is terminated, for whatever reason you shall immediately refrain from any further use of the Cultural Places platform (web & app), but articles 6.4 and 6.6 shall continue to be in effect.

12 Other

12.1 Cultural Places may transfer rights and obligations arising from these License Terms to third parties and will notify you of this. Should you not agree with such transfer, you must discontinue the use of the Cultural Places platform (web & app) and terminate your Account.

12.2 The License Terms and the use of the Cultural Places are subject to Austrian law.

12.3 To the extent that national or international rules of law do not prescribe mandatory conditions to the contrary, any and all disputes arising from or related to the Cultural Places platform (web &

app) or the License Terms which cannot be settled amicably shall be decided by arbitration upon written request submitted to the Arbitration Court attached to the Austrian Chamber of Commerce (in accordance with its rules). The arbitration venue shall be Vienna, Austria and the arbitration language shall be English. The decision of an arbitrator or arbitrators, as the case may be, in such arbitration shall be final and binding, and may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of award and/or order of enforcement, as the case may be.

12.4 By using the Cultural Places platform (web & app), you accept these License Terms.

12.5 It may sometimes be required for us to make changes to these License Terms (for instance due to business developments, new regulations etc.). You agree that we will not ask you to approve these changes. The most up-to-date License Terms can always be found on the Cultural Places platform Website or within the Cultural Places App. The amendments or supplements to the License Terms will also be brought to your attention during the use of the Cultural Places Service. Your continued use of the Cultural Places platform after changes to these License Terms implies that you agree with the changed License Terms. In case you do not agree to the changed License Terms, we suggest you to stop using the Cultural Places platform (web & app).

12.6 It may occur that any provision of these License Terms is or becomes illegal, void or invalid for whatsoever reason including, but not limited to, overriding mandatory consumer protection law. Such invalid provision shall not affect the validity of the other provisions of the License Terms, and such invalid provision shall be replaced by another provision which, being valid in all respects, shall have an effect as close as possible to that of the replaced provision.

13 Definitions

- Account: the personal environment of the Content Provider in the CMS, to which the Content Provider obtains access after entering its Login Details;
- Application Market: the party providing the opportunity to End Users to download applications, such as App Store, Windows Phone Store and Google Play, Huawei App Gallery;
- CMS: the online content management system on www.culturalplaces.com which the Content Provider uses to create, upload and manage its Content;
- Content: all information and/or data provided, changed, or uploaded by the Content Provider through the CMS, including – but not limited to – mobile travel guides containing information on museums and/or outdoor objects or places of interest provided in the form of text, photos, videos, audio materials, and any other form;
- Content Provider or you: each business, undertaking, legal entity, sole proprietorship or individual, whether or not acting in the conduct of any business or profession, who has created an Account and uses the Cultural Places platform (web & app) Service by inter alia, uploading Content through the CMS;
- Database: our database in which the Content is incorporated;
- Destination: a Content entity that typically corresponds to a city (e.g. Vienna), area (e.g. Toscana) or a major attraction (e.g. Angkor Wat). Destinations include POIs and Tours;
- End User: an individual using the Content through any of the Products or any of Cultural Places platform (web & app) products (such as the Cultural Places App or the Cultural Places Website);
- Intellectual Property Rights (IP Rights): all intellectual property rights and related rights such as copyrights, trademark rights, patent rights, design rights, trade name rights, moral rights, database rights, neighbouring rights, as well as rights to know-how, logos, domain names, service marks, inventions and sui generis intellectual property rights, and all similar rights in

any part of the world, including any registration of such rights and applications and rights to apply for such registration;

- License Terms: these Terms and Conditions for Cultural Places platform (web & app) Content Providers applicable to Content Providers;
- Login Details: the name and password which the Content Provider received or created when creating its Account and with which the Content Provider gains access to its Account;
- Personal Data: personal data as defined in article 4 (1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR);
- POI: a point of interest can be any object of interest to the tourists, such as a statue, a building, a city square etc. Typically, there are tens of thousands of POIs in a Destination;
- Public Content: freely visible within the Cultural Places platform (web & app) App and accessible to anyone in online mode. Content from purchased audio tours can be downloaded for offline use.
- Cultural Places platform (web & app) or we: Cultural Places (Oroundo Mobile GmbH, with its registered seat at Gölsdorfgasse 4, Top 5A, 1010 Vienna, Austria);
- Cultural Places App: the mobile applications published by Cultural Places in Application Markets;
- Cultural Places platform (web & app): in the context of these License Terms, it means the service provided by Cultural Places platform (web & app) to the Content Provider as further described in article 3;
- Cultural Places platform Website: the URL www.culturalplaces.com and all its top level and sub-domains;
- Tour: a guided sequence of POIs with navigation along a recommended route.

These Terms and Conditions are effective as of 01st January 2023