

" AllRestaurants Any Where "



#### ADVERTISING AGREEMENT TERMS ON THE WEBSITE

### **WWW.ALLRESTAURANTS.EU**

signed on / /	201 in Wrock	aw between:					
ALL T&M L.L.C	based in Wr	oclaw , <b>ul. Le</b>	egnicka 28/82, r	epresented	by Mr. Fac	di Alkha	itib, TAX
Nu: <b>PL897-178-</b> 0	<b>64-38</b> , Trade	Registration	Nu: <b>022030202</b> ,	hereinafter	referred	to as	"Service
Provider"							
And			based	in			Address
		, represente	ed by			,	
TAX Nu:	,	Trade Registr	ation Nu:		. hereinafte	er referi	red to as
"Service Recipie	ent".						

#### § 1. DEFINITIONS AND SUBJECT OF CONTRACT

- 1. The subject of this Agreement by the Service Provider: is to run advertisement on the website WWW.ALLRESTAURANTS.EU which will placed by the Client or the Service Provider, and it will be known in the rest of this Agreement as word "Service".
- 2. The elements and functionality of the Service are set out on the website WWW.ALLRESTAURANTS.EU / About Us.
- **3.** The length of the contract is related and conditional with the registration period of Client on the website WWW.ALLRESTAURANTS.EU website.

# § 2. THE RULES OF REGISTRATION AND PLACING ADSAT THE WEBSITE

- 1. The client can be legally registered company or legal person.
- 2. The client is responsible for advertising legitimate business and products under the laws of the European Union, and also client is solely responsible for the advertising information, registration information and brand or trade mark.
- **3.** Registration information, advertisements and images must not contain any material that is incompatible with EU law, and if that happens the account is blocked without reimbursement for advertising costs. The service provider has the right to report the case to the police without the permission of the use of the information published by the Client.
- **4.** Registration information is stored by the service provider, which cannot be used for any other goals, cannot be used or published by third parties only if it is shown by the user in the ad.
- 5. Advertising information can be used by AllRestaurants by displaying on the website, in the Magazine or in any other place where it is advertised www.AllRestaurants.eu site without separate consent / permission of the Client.
- **6.** The service provider is not responsible for incorrect information entered by the Client, particularly the information needed to issue a VAT invoice. The invoice is automatically generated by the system and it is not possible to make any change or remove.
- **7.** The user can delete his account at any time without permission of the Service Provider. In this case, the registration information will be completely removed, while the advertisement /s posted by the Client will be moved to the archive and will be stored in a database.

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# Website and Magazine

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- **8.** If client have any problems or concerns, he can contact the Service Provider via e-mail (contact information is contained on page www.AllRestaurants.eu contact page). Solving the problem occurs within 7 working days.
- **9.** The user can modify, change and control all the information it contained (the ad text, photos, contact information) and to add new ads or stop or delete his account.
- **10.** Clients passwords are securely stored in the system AllRestaurants and no unauthorized has access to them. If you lose your account password you can change it.

## § 3. Payment and promotion codes:

- 1. Client must buy or obtain pre-paid code only from his country Agent, and if the has been bought or acquired from another country Agent, system will not accept this code, a service provider is not required to recover the cost of such a code.
- 2. The user may use his account to add a lot of ads from the same country using pre-paid codes or electronic pay methods, promotional codes must be used in the same country where it was given. If the Client wants to add advertising from other country he must only pay by electronic methods.
- 3. The settlement of credit card transactions and e-transfer are carried out through PAYU.PL
- **4.** When the system accepts a pre-paid codes or promotional code, this means that it is legitimate and its value must be paid.
- **5.** The agreement is a confirmation of payment. After payment of debts Client receives an invoice that confirms the payment of debts.
- **6.** The period of registration or advertising starts when the system PAYU (electronic payments) paid for registration fee or advertising fee, in case of using prepaid code advertising will begin at the time of acceptance of the code by the system.
- 7. If the Client makes a payment using the pre-paid codes the invoice must be issued from our agent in his country or directly from the Service Provider. If Client makes a payment by electronic channels invoice will be generated automatically, it will be found in client file in My payment. The invoice does not require any stamp or signature by the issuer pursuant to the Minister of Finance of 27 April 2004 on invoicing rules (OJ No. 97, item. 971).
- **8.** The Client will automatically receive a notification email within 7 days before the expiry date of Ads
- **9.** Prices and fees for advertising and registration on the website and the magazine are the same regardless of the country place an advertisement.
- **10.** Registration fees and charges for advertising according with the following price list in Euro (converted to PLN at the average rate of NPB on the day before the transaction):

### I. Registration fee:

• 12 months: 5 € net (+23% VAT).

#### II. advertisements free:

One month: 3 € net (+23% VAT).

Three months: 8 € net (+23% VAT).

• 6 months: 15 € net (+23% VAT).

• 12 months: 28 € net (+23% VAT).

• Advertisement in AllRestaurants Magazine size (A5)/10000 copy minimum : 200 € net (+23% VAT).

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- Main Page Flash Ad (size 200 x 750 pixel): 1 Week 15 € net (+23% VAT), 1 month 50 € net (+23% VAT).
- Newsletter (New Products / New Meals), 1 item with picture / description / contact information: 20 € net (+23% VAT).

Price renewal or advertisements for subsequent periods is consistent with the above price list.

- **11.** If there is a technical problem on the website and the ads are not running, Service Provider will extend the period of validity of advertising for such number of days in which the ads were not displayed, or at the request of Client will pay back the fee for advertising in proportion to the number of days on which the advertisement was not displayed.
- **12.** Agreement is drawn up in three identical copies. One copy to: Client, Provider and Agent.
- 13. Registered agents and accredited agents in the Agents page in the website (<u>www.allrestaurants.eu</u>) are authorized to sign contracts for clients such legal capacity of the company.
- **14.** In the case of advertising in the magazine, Client must send the text and pictures he want to post it in the magazine in time. In another case, serves provider has the right to copy the data from advertising on this website AllRestaurants and post in magazine.
- **15.** Client must pay the fee for advertising in the magazine (AllRestaurants) by cash, or through a link will be sent to client E-mail by the Service Provider.
- 16. Recipient interested in restaurant development department should contact the Service Provider and make an appointment. Costs associated with the development of restaurants are individual for each Client and dependent on the offer presented by the Service Provider. The offer will be presented at the meeting and discuss the individual needs and problems of the Client.
- **17.** It is possible to obtain from the Service Provider (AllRestaurants sticker). Recipient deciding to place a sticker in a visible place (e.g. at the entrance to the restaurant) will receive a free code from the service providers of pre-paid with a validity of 3 months.

Service provider	Client