

EMEX TERMS AND CONDITIONS

These EMEX Terms and Conditions (the “**Terms**” or the “**Agreement**”) govern your use of the “EMEX – Emotional Experiences” platform, and is entered between “GO BIZ Viagens e Turismo, S.A.” whom also trades under the name of VOQIN’ (hereinafter “**VOQIN**” or the “**Services Provider**”) and you (“**You**” or the “**Contracting Party**”). You agree to be bound by these Terms. In the event of any conflict between these Terms and any applicable written agreement between You and the Services Provider, the written agreement shall prevail.

VOQIN’ developed a project named “EMEX – Emotional Experiences”, consisting of a digital platform which enables to perform, promote, develop, host and offer You “*hybrid and digital events*”, through which the traditional offer of on-site events can be complemented (hereinafter, the “**Platform**”).

The objective of the Platform is to create an authentic space for events, tailored to every Contracting Party, supported, conceived and built with the best digital technology available and with flexibility and creativity focused in offering to every Contracting Party an unique and customizable experience, with a tailor made contents including, among others, speakers, design, “*gamification*” and artist’s performance, encompassing in one sole virtual space, and grounded in the VOQIN’ 20-year experience creating events, all contents that Contracting Party desires to find or to provide in an event for the respective employees and/or guests.

OBJECT AND SCOPE

Through these Terms, You agree to hire the Services Provider to perform the event in digital format using the Platform, with event dates, price, characteristics and contents identified in ANNEX I which You expressly and unreservedly accept.

The performance and delivery of the digital event includes the grant of a non-exclusive, temporary, revocable, and remunerated license to the Contracting Party for the use of the Platform (hereinafter, the “**License**”).

ACCEPTANCE AND ACCESS

The Contracting Party expressly and irrevocably accepts the following:

- The Services Provider shall provide a set of access login credentials to the Contracting Party to access the Platform and the hired event (the “**Access**”)

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- A user is any person using the Platform with the login credentials provided by the Services Provider to the Contracting Party, even if this user hasn't registered nor accessed any contents (the "User");
- By using the Platform, the User has accepted, in full, these Terms and the Privacy Policy, both available at: <http://go.voqin.com/emexTC> and <http://go.voqin.com/privacy>.
- The Services Provider reserves the right to modify these Terms and other contractual documents at any moment, for technical or legal reasons, due to alterations in the Platform or alterations of the applicable regulations, or for reasons of commercial advantage. As such, it is highly recommended and advisable to revisit this Terms and the Privacy Policy each time You contract these services through any new Access. In any case should the Contracting Party and/or User keep using the Platform after each new Access, it is therefore considered that the Contracting Party and/or User has expressly accepted the relevant Terms and Privacy Policy as amended from time to time; and
- The Services Provider recommend that the Contracting Party advise all Users to carefully read these Terms, as well as the Privacy Policy, and that they confirm that they agree with the respective provisions, each time they use the Platform. The latest and updated version of the Privacy Policy is permanently available at: <http://go.voqin.com/privacy>.

IP RIGHTS AND GRANT OF LICENSE

The Services Provider retains all industrial and intellectual property rights regarding the Platform, including, without limitation, copyright, rights of authorship, model, design and trademark.

Nothing in these Terms, including the License, implicates or assumes the transmission for the Contracting Party, or any other Platform User of the Contracting Party, of any right retained or to be retained by the Services Provider regarding the Platform.

The License granted to the Contracting Party is only valid for the event described in ANNEX I, and shall automatically terminate upon conclusion of the said event, without prejudice of the access granted to Contracting Party and/or Users of the Contracting Party during a predetermined period after conclusion of the event.

Resale, transmission, or concession of the Access to the Platform to any third parties, by the Contracting Party and/or Users of the Contracting Party, is expressly prohibited.

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DECLARATIONS AND GUARANTEES

Services Provider and You declare, recognize, ensure, and accept, without reserves, the following:

- The Services Provider is and shall remain, directly or indirectly, exclusive owner of the industrial and intellectual property rights regarding the Platform, including, but not limited to the base code, copyright, rights of model, design and trademark, etc.
- The Platform operates jointly with and in dependency of the performance of third party's programmes, as well as an internet connection, and therefore the Services Provider assumes no liability nor does it ensure that the Platform is free from errors, bugs, crashes and/or, in general terms, operation failures;
- Similarly, the Services Provider assumes no liability for the performance or functionality of third party's programs and/or software with which the Platform runs, and those programs and/or software have protected rights from third parties, as well as operating rules and obligations which the Services Provider strictly comply and that the Contracting Party undertakes to adhere integrally;
- Any possible data collected from the Contracting Party shall be collected and treated in accordance with the Services Provider Privacy Policy, which is accessible at <http://go.voqin.com/privacy>;
- The Contracting Party undertakes to respect these Terms, the Privacy Policy and any other document delivered, provided or made available by the Services Provider to the Contracting Party;
- The Contracting Party undertakes to immediately notify the Services Provider regarding any attack, infringement, disrespect, misappropriation or misuse of any the Services Provider intellectual and/or industrial property rights, that he becomes aware of;
- The Contracting Party shall be responsible for the use of the Platform by its Users, and commits to compensate the Services Provider regarding any damage and prejudice that may occur due to any negligent, reckless, wrongful or fraudulent use of the Platform by any of its Users.

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TERM

These Particular Conditions shall be valid and in force for the event contracted by the Contracting Party to the Services Provider, and shall prevail after conclusion of same, during the period the Contracting Party and/or its Users have Access to the Platform and to the contents of the event that took place.

SCOPE OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship established between the Services Provider and the Contracting Party entails the acceptance of these Terms and any applicable annexes, as well as the Privacy Policy of the Platform and any other documents entered into by VOQIN' and You.

The Contracting Party is aware and accepts without reserves the contractual documents referred to above, of which these Terms are an integral part and whose contents are incorporated by reference for all legal purposes.

In case of conflict between these Terms and the other referred contractual documents, the provisions of these Terms shall prevail.

ADDITIONAL SERVICES

1.1 Except where otherwise required by law or specifically authorised in writing by the other, We each agree that We shall not disclose, use or copy any information of a confidential or proprietary nature relating to the other to any person (other than Our suppliers or employees, agents or representatives who need to know such information for the due delivery of the Services). Such information shall include, without limitation, all proposals, estimates, creative work, research, documentation and advice relating to the Services prepared by Us.

1.2 We each agree that neither party shall use the information for marketing promotion including social media without the written consent of either party.

EXCLUSION OR LIMITATION OF LIABILITY

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The Services Provider totally rejects any liability, whereas it is up to the Contracting Party to ensure the Platform's integrity is maintained, and shall abstain from: (i) perform any alteration to the Platform's settings without the prior advice from the Services Provider, (ii) transfer or store any files in systems that may contain viruses, "trojan horses", or any other damaged software that may compromise the Platform; and (iii) operate the Platform in violation of the rules and recommendations provided by the Services Provider.

Furthermore, the Services Provider declares and the Contracting Party accepts and recognizes that the Platform depends of an effective internet connection to properly work, and that the Platform works in conjunction with third party's products or software which the Services Provider does not control nor is responsible for, including, but not limited to, the following:

- (i) Vimeo – please find Vimeo's Terms and Conditions here: <https://vimeo.com/terms>
- (ii) Swoogo - please find Swoogo's Terms and Conditions here: <https://go.voqin.com/emexSwTC>

Thus, the Services Provider totally rejects any kind of liability towards the Contracting Party, its Users, or any third party regarding the possible improper operation or non-operation of the Platform caused by, directly or indirectly, by:

- (i) Insufficient or non-existent internet connection;
- (ii) Failure in servers where the Platform is hosted;
- (iii) Improper operation or non-operation of third party's products and/or software, from which the Platform's correct operation is dependent, including, but not limited to, the above-mentioned software;
- (iv) Inconsistency of the Platform with third party's products installed by Contracting Party;
- (v) Non-utilization of the latest version of the Platform by the Contracting Party;
- (vi) Lack of authorization of the Contracting Party for the Platform to access other software programs and/or products as deemed necessary for the correct operation of the Platform; and
- (vii) Improper use of the Platform, or not according with the utilization policy and/or utilization instructions provided by the Services Provider or available online.

The Platform is made available by the Services Provider to the Contracting Party "as is" and the Services Provider will only ensure to the Contracting Party, during the period of Access by the Contracting Party and/or respective Users, that the Platform, in so far is used in normal conditions and in accordance with the instruction provided for the purpose, substantially complies with the described functionalities.

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Except for the guarantee referred to in above paragraph, the Services Provider does not provide guarantee, nor does it assume responsibility regarding the use and/or results obtained with the use of the Platform.

In case of defects in the Platform directly imputable to the Services Provider, with negative impact in the performance of the Contracting Party's event and that cannot be resolved, the Contracting Party is entitled to be reimbursed in the amount of the payment made by subscribing the Platform and performance of the event, and to the subsequent termination of this Contract.

Under no circumstances shall the Services Provider be liable for any direct or indirect, consequential, punitive or special damages, or lost profit caused by the impossibility of use of the Platform, or use of the Platform, except in the cases of wilful misconduct or gross negligence.

OBLIGATIONS OF THE CONTRACTING PARTY

By concluding these Terms and the express, unconditional, and irrevocable acceptance of the other contractual documents referred to herein, the Contracting Party commits directly to the Services Provider and ensure the following with respect to all Users:

- Use the Platform solely and exclusively for the purposes for which it has contracted same;
- Ensure that the registry in the Platform is done with the correct identification, abstaining of the practice of any act that may mislead other users about the identity of origin of any message;
- Accept that geographical limitation may occur in the contracted services, due to technical and legal restrictions. The operation of the Platform and consequently, the event itself may vary over time and is dependent on the geographical location of the User. The Services Provider may use technologies to verify Users geographical location, and therefore the later shall not use any technology to overshadow or conceal this location;
- Accept that the quality of exhibition of the transmitted contents may vary according to the model of the device used, and may be affected by many factors, including internet speed.
- Do not violate nor attempt to violate the Platform security measures or authentication measures, or any network connected to the Platform;

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- Do not use the Platform in a manner that may constitute a violation of the Services Provider rights or the rights of third parties (including intellectual property rights);
- Do not practice any act with the purpose of modifying or deleting any software or information, regarding management of rights and/or safety measures to the contents which are available in the Platform;
- Do not change and/or use the Platform in a manner that may constitute a violation of privacy of other Users, or that enables to obtain personal information about other Users;
- Do not access any section of the Platform, nor access other systems or networks connected to it, without prior authorization, through illegal means or falsification or obtaining of passwords or other unlawful means;
- Do not use any other application to obtain any type of information regarding the contents and/or the Platform;
- Do not perform any other activity that may, directly or indirectly, facilitate law violation by third parties;
- Do not publish lists of hyperlinks enabling non-authorized public disclosure of the works protected by intellectual property rights;
- Do not practice any act that may cause a disproportionate or unnecessary level of saturation in the Platform, or that may disable or deteriorate the use of the Platform, or systems or networks of the Platform, or computer equipment of other users, or that prevents the normal use or usufruct of the contents of the Platform by the other Users;
- Do not use the Platform to transmit, install or publish any virus, malicious code or other programs or harmful files, or any other material of defamatory, offensive, racist, humiliating, pornographic, obscene, or threatening nature, or any material that may offend any person;
- Do not use the Platform to transmit or make any unsolicited or non-authorized promotional or advertising material available, for example unsolicited electronic mail, chain letters, pyramid schemes or things of a similar nature;

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- Do not change nor prevent the normal course of any contracted event or contents available through the Platform, or any of its functionalities, through any procedure and/or act that may change or seeks to change the respective access, participation or operation, or that may otherwise violate in any form these Terms and Conditions;
- Do not practice any illegal activity. The Contracting Party recognizes and accepts that the unauthorized playback and public disclosure of any audio-visual contents constitute an act of copyright infringement and therefore is subject to sanctions of criminal and civil nature. Such act is illegal whether if the Contracting Party uses himself the non-authorized audio-visual contents, or if the Contracting Party sells it or transfers same. Supporting piracy by providing an unauthorized access to the audio-visual contents may likewise be illegal and is forbidden by these Terms and Conditions.

ASSIGNMENT

The Contracting Party cannot assign its position, nor any rights or obligations under these Terms, without prior written authorization from the Services Provider.

VOQIN' is expressly allowed to assign its position under this Agreement to any group company and to sublicense any such group company to provide all or part of the Services indicated herein.

NOTICES

Any notification of a legal nature should be sent to VOQIN' to the following address:

GO BIZ – VIAGENS E TURISMO, S.A.

Att.: Gabriel Melo

Address: Rua Luz Soriano, n.º 67 – 2º direito, 1200 Lisboa

E-mail: gabriel.melo@voqin.com

BREACH & TERMINATION

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Notwithstanding the foregoing regarding the Services Provider liability, non-compliance with the provisions of these Terms or any other contractual document concluded between You and VOQIN', including but not limited to the annexes attached to these Terms, and the privacy Policy of the Platform, shall result, after notification from the complying party to the non-complying party to solve the respective default, in the termination of the contractual relationship and the obligation of compensation by the non-complying party for any damages caused, under the general terms of law.

Failure to comply with your obligations set forth herein or in any other related contractual document VOQIN' and You may have entered into, may cause a breach of contract. If You breach this Agreement, Services Provider may, at its option: (a) terminate this Agreement immediately, with or without advance written notice; (b) suspend, delete, or limit Access; and (c) to the extent permitted by applicable law, retain any amounts payable to you (which you forfeit). Any account deleted by VOQIN' may not re-register.

GENERAL PROVISIONS

Invalid Provisions - In the event any term, clause, guarantee or condition of these Terms and Conditions or its application to any part or circumstance, in any extent, is considered invalid or unenforceable, the remainder of these Terms and Conditions, as well as the application of such term, guarantee, clause, or condition to any Part or circumstance other than those deemed invalid or unenforceable, shall not be affected, and any term, clause, guarantee or condition shall be valid and shall be fulfilled up to the maximum limit allowed by law.

Force Majeure – VOQIN' will not be liable for non-compliance or faulty compliance with the obligations undertaken under these Terms and any other related contractual document, when such non-compliance or faulty compliance is due to Force Majeure, non-imputable to VOQIN', such as natural catastrophes, war, general strikes of national scope, pandemic and any other situation impossible to control by VOQIN', which impede or prejudice the fulfilment of the obligations taken, under these Terms.

In such case, VOQIN' shall only be discharged from complying with the obligations that are impossible to comply with, and throughout the period in which such impossibility persists, whereas the compliance with all the remaining obligations resulting from these Terms, other contractual documents and further applicable legislation remain in force.

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Relationship – VOQIN' and You are independent contracting parties within the scope of these Terms. Nothing in these Terms is intended, nor should it be considered as constitution of partnership or joint venture between VOQIN' and You. Neither of us shall have expressed or implied right to assume or create any obligation on behalf of the other, or to bind the other in any contract, agreement, or commitment with any third party.

LEGISLATION AND JURISDICTION

These Terms are subject and governed by the applicable Portuguese legislation, and any dispute arising from or in connection with this document shall be settled by the Courts of Lisbon, Portugal which have exclusive jurisdiction.

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