

Summary

This is a summary of our Partner Terms of Business. It should not be a substitute for reading the full version below. Capitalized terms used in this summary are defined in the Partner Terms of Business.

- Munnyfinds provides:
 - a booking platform on which you can advertise the Partner Services which you offer in your salon/spa to a much wider range of potential customers;
 - add-on features and services such as a booking widget to add to your social media pages or own website, a customized website for your venue.
- You may choose to receive some or all of the above Munnyfinds Services. If you choose not to receive all of the Munnyfinds Services, certain terms contained in the Partner Terms of Business will not be relevant to you. E.g. If the services you receive from Munnyfinds do not include the booking platform, terms regarding Bookings (excluding Widget Bookings), Commission, and any other terms relevant only to the booking platform, will not apply to you.
- We are responsible for arranging and concluding Munnyfinds Bookings and Prepaid Widget Bookings and are appointed under these Terms of Business as your commercial agent to do so.
- We will send you an Invoice Statement one time per month showing (e.g. Processing Fees, any Sign-Up Fee etc.).
- If we owe you, we will pay this to your bank account within 3-5 Business Days of the date of the Invoice Statement.
- If you owe us, we will initiate payment of the Invoice Statement on your behalf, in accordance with authorization given by you on accepting this Agreement and providing your details. If no permission to take recurring payments has been given, we ask that you pay us within 14 days of the date of the Invoice Statement.
- If in a particular month it is difficult for you to pay the outstanding balance within the specified time limit, please get in touch as soon as possible.
- Please note that the Sign-Up subscription is **non-refundable**.
- In order to ensure all payments are processed securely and in compliance with payment regulations, payment processing services for Partners are provided by Flutterwave and are subject to the Flutterwave connected account agreement, which includes the Flutterwave terms of service (collectively, the "Flutterwave Terms and conditions"). By agreeing to these Partner Terms of Business and continuing to use the Munnyfinds Services, Partner agrees to be bound by the Flutterwave Terms of Services Agreement/ terms and conditions, as may be modified by Flutterwave from time to time. Subject to agreeing to the Flutterwave Terms and conditions Services Agreement and to receiving approval from Flutterwave to become a Flutterwave Connected Account, there are additional terms which must be adhered to by the

Partner in order for Munnyfinds to enable the Flutterwave Services. These are set out in clause 10 of the Partner Terms of Business.

- Whether a Munnyfinds Booking is treated as a New Booking or a Repeat Booking depends on when the Customer last had a Successful Appointment (see definition below) in the Partner's venue and whether they exist in the Customer Database and if so, when they were created in the Customer Database. A Customer will be identified using their (1) email address; or (2) phone number together with their first name.
- New Bookings include those where the Customer has not had a Successful Appointment at the Partner's venue in the last 365 days, and Repeat Bookings are Bookings by Customers who have had a Successful Appointment in the past 365 days. It is very important that you read the full definitions of New and Repeat Bookings. These are contained in clause 2 under these Terms of Business.
- Widget Bookings will not be subject to a Processing Fee (not Commission)
- You are responsible for the Partner Services which you provide to Customers in your spa / salon and the contract for those Partner Services is between you and the Customer. **We are in no way liable to Customers for the Partner Services they receive from you.**
- You have a number of obligations to Munnyfinds in return for receiving the Munnyfinds Services. These are set out in detail in the Partner Terms of Business, but some important ones are as follows:
 - You agree to pay us all applicable Charges (such as but not limited to Sign- Up Fees, etc.) and you hereby authorize Munnyfinds to initiate payment of the Sign-Up Fee and any Invoice Statement on your behalf. Please note services are subject to the reverse charge rule and VAT has to be accounted for.
 - You agree not to invite Munnyfinds Customers or Widget Customers to make Bookings otherwise than through the Website, the App, Distribution Channels or Widget (as applicable). Soliciting Munnyfinds Customers in this way could lead to an unavoidable increase in Charges as we rely on Partners working in partnership with us and using the Munnyfinds Services in good faith.
 - You agree to process and supply the Partner Services according to the highest standards applicable to the industry.
 - You must at all times provide Partner Services on the Website, App, Partner Site and Widget for an accurate price that complies with the most competitive prices on the Partner's own website. Different prices on your website compared to that of the prices on the Website, App, Partner Site or Widget would create a bad customer experience and is not in line with the Munnyfinds partnership. This could also lead to an unavoidable increase in Charges. For the avoidance of doubt, the Partner is permitted to offer lower prices or special offers to a closed group of individuals, both on an offline, such as, for example, members of the Partner's

own loyalty scheme, directly in the Partner's salon and also on other alternative sales platforms and we do not restrict your ability to do so.

- You must ensure that you have all the licenses, permits, permissions, qualifications, powers and insurances you need to perform the Partner Services.
 - You must ensure that all Partner Content uploaded to your Page(s) is accurate, legally compliant, and not misleading.
 - You must ensure that your trading identity and address is clearly visible to Customers in respect of all Munnyfinds Services used by you that are visible to Customers.
- Your cancellation and rescheduling terms in respect of Prepaid Widget Bookings and Munnyfinds Bookings must comply with our Booking Terms and Conditions found here www.Munnyfinds.com/terms-and-conditions and with the full version of the Partner Terms on Business. In particular Customers should be allowed to request to reschedule a Munnyfinds Booking or Prepaid Widget Booking up until 1 hour before the time of the appointment and to cancel up to 24 hours before the time of the appointment.
 - In respect of PAV ("Pay at Venue") Widget Bookings, Munnyfinds is solely a technology provider and does not act as commercial booking agent. Customers and Partners are able to cancel PAV Widget Bookings up until the time of the appointment and no contract is created between the Customer and the Partner until the appointment takes place. Confirmation and reminder emails will be sent to Widget Customers on behalf of the Partner, but the Partner is responsible for providing the Partner Services to the Customer and handling any cancellations or rescheduling directly with the Customer or via the Widget itself. Munnyfinds has no further involvement in the PAV Widget Booking process and solely provides the technology to facilitate PAV Widget Bookings to be made.
 - If we need to contact you about Bookings or for any other reason related to the Munnyfinds Services, we may contact you by email, phone, SMS or WhatsApp using the contact information provided in Connect.
 - Neither Munnyfinds (nor any business that it controls) offers any of its own goods or services via the Munnyfinds P2B Services. In providing the Munnyfinds P2B Services, Munnyfinds acts solely as a marketplace for our Partners in respect of their Partner Services.
 - The order that Partners' listings are seen in Customer search results on the Website or App depends on several factors. Please see full terms for further details.
 - If you would like to make a complaint about Munnyfinds or if you otherwise if you want to speak with us, please get in touch and we will be happy to assist you:

Web form

Post: Munnyfinds, 4B, Ogidi Crescent, Lekki Phase 1, Lagos, Nigeria.

If you would like to make a complaint relating specifically to the Munnyfinds P2B Services, you can find details of our complaints procedure and mediator details in relation to the Munnyfinds P2B Services only at in the full terms below.

(BELOW IS THE FULL VERSION)

Please read these Partner Terms of Business (as well as the Booking Terms and Conditions) carefully before you begin using the Munnyfinds Services as these will apply to your relationship with Munnyfinds. We recommend that you print a copy of these Partner Terms of Business for future reference. If you do not agree with these Partner Terms of Business, you must not use the Munnyfinds Services.

1. Definitions

- **“Affiliate”** means in relation to Munnyfinds any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with Munnyfinds;
- **“Agreement”** or **“Partner Terms of Business”** means this agreement, together with the Cooperation Agreement and/or any terms sent to you via email or presented to you on the online Partner sign-up page, which together set out the terms and conditions upon which Munnyfinds shall provide the Munnyfinds Services to the Partner and which come into effect on the Effective Date;
- **“App”** means the Munnyfinds marketplace booking application on Android or iOS;
- **“Bank Charges”** has the meaning set out in clause 10.9;
- **“Booking”** means any booking made by a Customer for any of the Partner Services and whether made via the Website or App, Partner Site, the Distribution Channels or the Widget, including but not limited to Munnyfinds Bookings and Widget Bookings;
- **“Booking Terms and Conditions”** means Munnyfinds’s booking terms and conditions in relation to the Partner Services offered on the Website or App, and available here” www.Munnyfinds.com/terms-and-conditions/ ;
- **“Business Day”** means a day other than a Saturday, Sunday or public holiday in Nigeria when banks are open for business.
- **“Charges”** means the Sign- up/Subscription Fees;
- **“Complaint”** has the meaning set out in clause 9.1

- **“Confidential Information”** has the meaning set out in clause 12.1;
- **“Connect”** means the “Munnyfinds Connect” software licensed to the Partner under this Agreement as one of the Munnyfinds Services.
- **“Cooperation Agreement”** means the agreement signed by Munnyfinds and the Partner, or alternatively as agreed via email and/or the online Partner sign-up page, confirming both parties’ acceptance of this Agreement, the Sign-Up Fee/Subscription Fees, and any other Charges (as applicable);
- **“Customer”** means any person who purchases or receives the Partner Services via the Website, App, Widget, Partner Site or other Distribution Channels, including but not limited to a Munnyfinds Customer, a Widget Customer or a Partner Customer;
- **“Customer Database”** means the Partner’s database of Customers in Business Partner;
- **“Data Protection Legislation”** means the WBP, the Privacy and Electronic Communications Regulations, the European Directives 95/46 and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation), and all other applicable laws and regulations, including the future General Data Protection Regulation (“GDPR”), relating to the processing of personal data and privacy that may exist in any relevant jurisdiction;
- **“Distribution Channels”** means any third-party website or other media through which the Partner Services are offered or advertised to Customer or potential Customers via the Munnyfinds P2B Services, including Third Party Platforms, Instagram, Facebook, Reserve with Google, Lastminute.com, YouTube, Google Ads, Google Display Networks and affiliate networks (each from time to time and as may be applicable are from time to time provided);
- **“eCRM Service”** means the email and mail marketing functionality within Munnyfinds which may from time to time be offered as one of the Munnyfinds Services in return for the applicable Fees;
- **“Effective Date”** means the earlier of (a) the Partner beginning to receive the Munnyfinds Services, (b) the date on which the Partner ticks the box to confirm its acceptance of this Agreement in sign-up/subscribe, (c) the date on which the Partner signs up to receive the Munnyfinds Services via the online Partner sign-up page or, (d) the date the Cooperation Agreement is signed by the Partner to confirm its acceptance of this Agreement;
- **“Fees”** means the Sign-Up/subscription Fee, and any other fees (+ VAT) payable by the Partner in order to receive the Munnyfinds Services, as set out in the Cooperation Agreement, any addendum to this Agreement, on the online Partner sign-up page and/or emails between Munnyfinds and the Partner;
- **“Free Trial”** means a limited period during which a Partner may receive some or all of the Munnyfinds Services free of any Charges as determined by Munnyfinds in its sole discretion.

On expiry of a Free Trial, the Partner will be liable for Charges set out in the Cooperation Agreement;

- **“Fulfilled Booking”** means a Booking in respect of which the Partner has successfully provided the Partner Services to the Customer;
- **“General Data Protection Regulation”** or **“GDPR”** means Regulation (EU) 2016/679 and any legislation and/or regulation implementing or made pursuant to it, or which amends, replaces, re-enacts or consolidates it from time to time;
- **“Indemnified Third Party”** has the meaning set out in clause 9.8;
- **“Intellectual Property Rights”** means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registerable rights, any applications made or rights to make applications in respect of any such rights;
- **“Loan Hardware”** has the meaning set out in clause 5.9; (TBD)
- **“Matching Customer”** means a Customer whose email address or telephone number together with first name matches more than one Customer in the Customer Database;
- **“Material Breach”** means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to Munnyfinds, including but not limited to a breach of clauses 6.1 (paying Charges and accepting Bookings), 6.2 (only declining Bookings in exceptional circumstances), 6.5 (ensuring accuracy of Partner Content), 6.6 (consent for Stylist Portfolio Photos) , 6.10 (price parity) , 6.15 (non-solicitation of Customers) , 6.16 (avoiding Charges), 6.17 (payment details after free trial), 6.18 (avoiding Charges at the end of free trial), 8.5 (proper use of reviews platform) 10 (Customer Data), 11.5 (Partner Content consents), and 12 (Payment Terms).. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding;
- **“New Booking”** has the meaning set out in clause 2.7;
- **“P2B”** has the same meaning as **“Platform to Business Regulation”** defined below;
- **“Page(s)”** means the internet page or pages and contents of the Partner’s designated section of the Website, App or Distribution Channels (including the Partner’s Munnyfinds

“homepage” and each page for the Partner Services offered on the Website) along with any applicable page or pages and contents of the Partner’s own website(s) or other website(s) where the Widget is used, including any Partner Site;

- **“Partner”** means you, the salon or spa etc, who enters into the Agreement with Munnyfinds on the Effective Date, acting on behalf of itself and all its employees and contractors;
- **“Partner Content”** means any information, documentation, equipment, software, photographs, domain name (to the extent used to host a Partner Site), Partner Site customized skin/theme or other material (which may include the Partner name, logo and any other brand features and Intellectual Property Rights) which may be published on the Page(s) pursuant to this Agreement, including Stylist Portfolio Photos;
- **“Partner Customer”** means a Customer who books Partner Services directly with the Partner and not using the Website, App or Widget but whose details are stored in Munnyfinds either in the Customer Database or by adding an appointment on the website or otherwise;
- **“Partner Services”** means the spa, beauty, hair and/or other goods and services which the Partner is in the business of providing and supplying to Customers and which are marketed to Customers by the Partner through use of the Munnyfinds Services;
- **“Partner Site”** means a customizable website powered by Munnyfinds and offered as one of the Munnyfinds Services for a Fee, and containing a “Book Now” button connecting Customers to the Widget, hosted at a unique subdomain address on Munnyfinds.com or at the discretion of Munnyfinds, on the Partner’s own domain;
- **“PAV Widget Bookings”** means a booking made on the Widget where the booking is not paid for online and the Customer and Partner are able to cancel up until the time of the appointment as no contract is created between the Customer and the Partner until the appointment takes place;
- **“PAV Widget Customer”** means a Customer who makes a PAV Widget Booking;
- **“Photos”** has the meaning set out in clause 4.1;
- **“Photography Service”** means the photography service that may be provided to Partners by Munnyfinds pursuant to the terms and conditions set out in clause 4 of this Agreement;

- **“Platform to Business Regulation”** or **“P2B”** means Regulation and any legislation and/or regulation implementing or made pursuant to it, or which amends, replaces, re-enacts, or consolidates it from time to time;
- **“Prepaid Widget Booking”** means a booking made on the Widget where payment is made online by the Widget Customer to Munnyfinds at the time of booking;
- **“Prepaid Widget Customer”** means a Customer who makes a Prepaid Widget Booking;
- **“Pricing Change Notice”** has the meaning set out in clause 2.5;
- **“Subscription fee”** means the non-refundable fee (+ VAT) charged by Munnyfinds to the Partner on the Partner signing up to receive the Munnyfinds Services, to be paid via electronic card payment or as otherwise agreed and as set out in the Cooperation Agreement; on a **reoccurring** basis, as applicable;
- **“Repeat Booking”** means a Munnyfinds Booking that does not fall under the definition of New Booking as defined in clause 2.7;
- **“Security Incident”** has the meaning set out in clause 8.3;
- **“Sign-Up Fee”** means the non-refundable fee (+ VAT) charged by Munnyfinds to the Partner on the Partner signing up to receive the Munnyfinds Services, to be paid via electronic card payment or as otherwise agreed and as set out in the Cooperation Agreement;
- **“Flutterwave”** means Flutterwave, a company organized under the laws of Nigeria, providing the Flutterwave Services to both Munnyfinds and its Partners (who are also known as Flutterwave Connected Accounts);
- **“Flutterwave Connected Account”** means a Partner who has agreed to the Flutterwave Services Agreement and received approval from Flutterwave to receive the Flutterwave Services;
- **“Flutterwave Connected Account Data”** means data about Flutterwave Connected Accounts, activity on their Flutterwave accounts and their transactions; Flutterwave terms and conditions, Flutterwave terms of service;

- **“Flutterwave Services”** means the payment processing services offered by Flutterwave to Munnyfinds and Flutterwave Connected Accounts including services that enable the acceptance of payments from Customers, the routing of money to and from Flutterwave Connected Accounts and the payment of money outside of Flutterwave;
- **“Stylist Portfolio Photos”** has the meaning set out in clause 6.6;
- **“Successful Appointment”** means an appointment in Connect (either by way of a Munnyfinds Booking, Widget Booking or a booking made directly with the Partner) in respect of which the Partner has successfully provided the Partner Services to the Customer;
- **“Third Party Platforms”** has the meaning set out in clause 9.3;
- **“Munnyfinds”** means Munnyfinds, a company registered in Nigeria under company number BN3215107 and whose registered office is at No 4B, Ogidi Crescent, Lekki Phase 1, Lagos, Nigeria.
- **“Munnyfinds Booking”** means a booking made on the Website or App where at the time of making the booking the Customer chooses a time/and or date at which to receive those Partner Services (including where the “Pay At Venue” option is used);
- **“Munnyfinds Customer”** means a Customer who books via the Website or App;
- **“Munnyfinds Lookbook”** means the inventory of images, including but not limited to Stylist Portfolio Images, which may be displayed on the Website, App, Partner Site, Widget, Munnyfinds’s social media pages, and/or the Distribution Channels and are accessible to users as a means of inspiration and which may from time to time provide the ability for a Customer to book the Partner Services related to an image;
- **“Munnyfinds Photographer”** means an independent photographer whose services are contracted for by Munnyfinds and who may be instructed by Munnyfinds to provide the Photography Service to a Partner;
- **“Munnyfinds POS”** means Munnyfinds POS Software and/or Munnyfinds POS Hardware;(where applicable)

- “Munnyfinds POS Hardware” means the accompanying hardware to the Munnyfinds POS Software which may include a cash drawer with integrated receipt printer (Star Micronics Mpop), details of which will be set out in the Cooperation Agreement;
- “Munnyfinds POS Software” means the “point of sale” software module which is fully integrated with Connect; (where applicable)
- “**Munnyfinds Services**” means the benefits and services a Partner may receive from Munnyfinds, as set out on the online Partner sign-up page, in the Cooperation Agreement, any addendum to this Agreement and/or in emails between Munnyfinds and the Partner, in return for paying the Charges to Munnyfinds (save for in the case of a Free Trial);
- “**Munnyfinds P2B Services**” means the Munnyfinds Services where Munnyfinds acts as an online intermediary between a Partner and Customer and as such are subject to the P2B Regulation. The Munnyfinds P2B Services includes the Widget, Partner Sites, Website and App through which Partner Services are offered by Munnyfinds on behalf of a Partner to Customers, but not other Munnyfinds Services such as Connect, the Photography Service and Munnyfinds POS.
- “**User Generated Content**” has the meaning set out in clause 7.5;
- “**NDPR**” means the Nigeria Data Protection Regulation of 2019;
- “**Website**” means the website at www.Munnyfinds.com;
- “**Widget**” means the web interface owned and provided by Munnyfinds via Business partner as one of the Munnyfinds Services, embedded on each Partner Site and which the Partner may embed on its own website and/or social media channel(s), and through which Customers can make Widget Bookings with the Partner directly;
- “**Widget Booking**” means a Prepaid Widget Booking or PAV Widget Booking; and
- “**Widget Customer**” means a Prepaid Widget Customer or a PAV Widget Customer.

2. Munnyfinds Services

- 2.1. In consideration of payment by the Partner of the Charges (save for in the case of a Free Trial) and the Partner performing all of its other obligations herein and subject to this Agreement, Munnyfinds shall provide the applicable Munnyfinds Services to the Partner, which shall (unless otherwise agreed) include a personal, non-exclusive, non-transferable, and fully revocable license to use the site, the terms of which are set out in clause 3.
- 2.2. In respect of all Prepaid Widget Bookings and Munnyfinds Bookings, Munnyfinds shall act and is hereby appointed as agent at law for the Partner to conclude those Bookings with a Customer and (where applicable) collect and process payments on behalf of the Partner (where applicable). Nothing herein shall prevent or limit the Partner from remaining fully responsible and liable for their provision and supply of Partner Services to Customers. Munnyfinds is solely a technology provider with respect to PAV Widget Bookings and has no direct relationship with Widget Customers in respect of PAV Widget Bookings.
- 2.3. Munnyfinds may contact the Partner via e-mail, telephone, SMS or WhatsApp using the contact information provided in Connect in connection with Bookings or other questions regarding Munnyfinds and / or the Partner Services.
- 2.4. Where a Partner has elected to receive Munnyfinds Services which attract Fees, if it wishes to cease receiving one or more of those Munnyfinds Services, the Partner must give Munnyfinds at least 30 days' notice in writing and will remain liable to pay any applicable Fees for the duration of the notice period.
- 2.5. Munnyfinds may in its sole discretion, change the amount of any Fees and/or the rate of Subscription at any time on 30 days' notice to the Partner ("Pricing Change Notice"). The Partner's continued use of the Munnyfinds Services after receipt of such Pricing Change Notice will be deemed acceptance of the new Fees and/or rate of Subscription.
- 2.6. Whether a Munnyfinds Booking is treated as a New Booking or Repeat Booking, depends on when the Customer last had a Successful Appointment at the Partner's venue and whether the Customer exists in the Customer Database and, if so, when they were created. A Customer will be identified using their (1) email address; or (2) phone number together with their first name. Prepaid Widget Bookings will not be subject to a Processing Fee, not Commission.
- 2.7. A Munnyfinds Booking will be regarded as a New Booking if the Customer:
- does not exist in the Customer Database at all; or
 - was created in the Customer Database more than 365 days ago and has not had a Successful Appointment at the Partner's venue in the last 365 days; or
 - as created in the Customer Database less than 365 days ago as a result of an appointment which was not or has not yet become a Successful Appointment. **In all other cases**, a Munnyfinds Booking will be considered a Repeat Booking.

- In the case of a Matching Customer, the Customer and the Matching Customer will be merged together and the most recent Successful Appointment will be used to determine whether a Munnyfinds Booking is a New Booking or a Repeat Booking.
- Where Munnyfinds offers the Partner a Free Trial, the Partner understands and accepts that these Partner Terms of Business will apply in full. The Partner hereby agrees to pay all applicable Charges following completion of the Free Trial and to provide its bank details to Munnyfinds via website prior to the end of the Free Trial. If the Partner fails to provide its bank details to Munnyfinds in accordance with this clause 2.9, the Partner understands and accepts that Munnyfinds shall cease the provision of some or all of the Munnyfinds Services with immediate effect and without further notice. Munnyfinds may in its sole discretion reinstate some or all of the Munnyfinds Services upon the Partner providing payment details to Munnyfinds. Munnyfinds shall not be liable to the Partner in any way for the immediate termination of the Munnyfinds Services, in accordance with clause 3.7 and subject to clause 13.2.. For the avoidance of doubt, neither Munnyfinds (nor any business that it controls) offers any of its own goods or services via any Munnyfinds P2B Services. Munnyfinds does not offer or allow any third party to offer on its behalf, any ancillary goods or services to Customers prior to the end of the appointment (either independently or in collaboration with a Partner or a third party). However, if they wish, Partners are free to offer Customers any ancillary goods or services on any conditions they wish, such as selling shampoo at the end of a hair appointment.

3. Connect, Munnyfinds POS, Widget and Partner Site Licence – Service and access to data

3.1 Subject to the payment of applicable Charges, the Partner may use Connect, Munnyfinds POS(TBD), the Widget and/or the Partner Site for the purpose of processing Bookings of Partner Services for and on behalf of itself only.

3.2. The Partner’s use of Connect, Munnyfinds POS (TBD), the Widget and/or the Partner Site is at the Partner’s sole risk. The service is provided on an “as is” and “as available” basis.

3.3. Technical support is provided by email primarily and is a benefit for the Partner but is not a right of the Partner.

3.4. The Partner understands and accepts that:

- Munnyfinds uses third party vendors and hosting partners to provide the hardware, software, networking, storage, and related technology required to run Website, Munnyfinds hardware, the Widget and the Partner Site;
- Munnyfinds shall have administrator access to all parts of Business Connect, including those parts that have been specifically tailored for the Partner;
- Munnyfinds will track, using third party tools such as Google Analytics and Snowplow, the Partner’s use of, and the Partner’s employees’ and contractors’ use of, Business site. The tracking will cover each single interaction the user has and the technical details of the browser and device being used and will include but not limited to (a) appointment creation, (b) editing employees, and (c) viewing the

calendar. This tracking will assist Munnyfinds in understanding how website is used by Partners and will allow Munnyfinds to develop and improve. The Partner is not entitled to access this data and has no rights to this data, and Partners cannot opt out of this tracking. The Partner is responsible for alerting its employees and contractors that such tracking will take place. References to the tracking are included in Munnyfinds's Privacy and Cookie Policy here www.Munnyfinds.com/privacy-policy/, which should be brought to the attention of Partner's employees and contractors; and

- The Widget and Partner Site are "Powered by Munnyfinds", contain Munnyfinds branding including logos, trademarks and images and will give Widget Customers the opportunity to opt-in to receiving email marketing from the Partner and Munnyfinds.
- Munnyfinds has and is entitled to have full access to all data provided directly by Partners and/or Customers or generated through any Partners' and/or Customers' use of the Munnyfinds P2B Services ("Munnyfinds Access"), including but not limited to:
 - I. Partner Content;
 - II. all data relating to Partners' accounts and use of the Munnyfinds Services;
 - III. Customers' account details, User Generated Content and details of Customers' use of Partner Services;
 - IV. all associated metadata e.g. date/time of Partner and Customer login; and
 - V. personal data of Customers and Partners, as described in more detail in clause 10 and in our Privacy Policy www.Munnyfinds.com/privacy-policy/.
- Munnyfinds retains Munnyfinds Access after termination of this Agreement for the retention period required by law or regulation and in accordance with Munnyfinds' s retention policies.
- A Partner may access its account-related data and Customer data, including Customer contact details, by logging into its Partners account, and this may include reports with aggregated information about the Partner, its employees and Partner Customers. However, Partners have no access to Munnyfinds or Widget Customer locations, street addresses or other location details that may be shared by a Munnyfinds and/or Widget Customer with Munnyfinds. On termination of their Munnyfinds account, Partners may export their Customer Database provided they do so before the termination takes effect. For the avoidance of doubt, Partners are not entitled to export, nor do they have any right to, any User Generated Content.
- Partners have no access to any data provided by or generated through the provision of Munnyfinds Services to all Munnyfinds' s Partners as a whole and/or all Customers as a whole (or any subset of those), whether in aggregated form or otherwise. However, Munnyfinds endeavors to share general trends at

country/region level via occasional newsletters to Partners who have agreed to receive Munnyfinds marketing (e.g. how often Customers as a whole come back, how long they browse the Website for, etc).

- Certain third parties may have access to data from time to time. Customer data and Partner data provided for the use of the Munnyfinds P2B Services or generated through their provision will only be shared with third parties as necessary for the proper provision of the Munnyfinds P2B Services. For other third parties with whom data may be shared, please see the Privacy Policy here www.Munnyfinds.com/privacy-policy/. Customers may reject certain categories of cookies in line with the Privacy & Cookie Policy and Cookie Preference Centre.

3.5 The Partner shall not:

- reproduce, duplicate, copy, sell, resell or exploit the whole or any part of Connect, Munnyfinds POS (TBD), the Widget or the Partner Site;
- allow any third party (including group companies of the Partner) to use or access Partner site without express prior written permission from Munnyfinds (which may be denied or granted on such terms as Munnyfinds in its sole discretion may determine);
- send unsolicited emails, SMS or other electronic forms of marketing to Customers via Connect (or otherwise); or
- disclose, share or resell any Connect or Munnyfinds website login details.

3.6 Munnyfinds does **not** warrant:

- that Partner site, Munnyfinds POS (TBD), the Widget and/or the Partner Site will meet the Partner's specific requirements;
- Partner site, Munnyfinds POS, the Widget and/or the Partner Site will be uninterrupted, timely, secure, or error-free;
- that any information or results that may be obtained from the use of Partner site or Munnyfinds POS will be accurate or reliable;
- that the quality of any products, services, information, or other material purchased or obtained by the Partner through Connect, Munnyfinds POS, the Widget and/or the Partner Site will meet the Partner's requirements or expectations; or
- that any errors in Partners site, Munnyfinds POS, the Widget and/or the Partner Site will be corrected.

3.7 The Partner expressly understands and agrees that as regards its use of partner site, Munnyfinds POS, the Widget and/or the Partner Site, whether during a Free Trial or otherwise, subject to clause 13.2, Munnyfinds shall not be liable for any loss of income or profits, loss of contracts, loss of

goodwill, loss of data, or other intangible losses or for any indirect or consequential loss or damage (even if Munnyfinds has been advised by the Partner of the possibility of such loss or damage) resulting from:

- The Partner's use of, or inability to use, Business site, Munnyfinds POS, the Widget and/or the Partner Site;
- Munnyfinds ceasing the provision of the Munnyfinds Services upon expiry of the Free Trial;
- unauthorized access to or alteration of the Partner's transmissions or data;
- statements or conduct of any third party on Connect, Munnyfinds POS, the Widget and/or the Partner Site; or
- any other matter relating to Connect, Munnyfinds POS (TBD), the Widget and/or the Partner Site.

3.8 Munnyfinds will provide the Partner with a user account and password which allows the Partner to access Connect and/or Munnyfinds POS. The Partner shall safeguard and keep the user account details and password confidential and safely stored and shall not disclose them to any person other than those who need to have access to Connect and/or Munnyfinds POS and who are aware of the Partner's obligations to keep those details secure. The Partner shall immediately notify Munnyfinds of any suspected security breach or improper use, including any use which would breach this Agreement, Munnyfinds' s reasonable instructions given from time to time and/or applicable law.

4. Photography Service - For the avoidance of doubt, this is not a Munnyfinds P2B Service and therefore not subject to the P2B Regulation.

Munnyfinds may at its sole discretion offer the Photography Service to Partners under license for an agreed fee, as a separate additional fee. Where Munnyfinds provides the Photography Service to a Partner the following additional terms and conditions shall apply:

4.1. No warranties or guarantees are made about the quality of the photographs taken by the Munnyfinds Photographer (the "Photos") and/or their content or layout. It will be the responsibility of the Partner to ensure that all necessary persons (if any) to be photographed are present at the appointment with the Munnyfinds Photographer to ensure that all consents to be photographed have been obtained from those who appear in Photos and to agree with the Munnyfinds Photographer that the set up and content of the Photos are to the Partner's satisfaction.

4.2. The Partner may only use and publish the Photos on the following media: on the Website, App, Partner Site, Widget and the Distribution Channels (to the extent applicable). If the Partner wishes to use the Photos on their own website and/or social media pages, then the Widget must be installed. For the avoidance of doubt the Photos may not be used on any other online marketplace on which the Partner advertises the Partner Services. A limited amount of cropping is acceptable but no other editing of the Photos is permitted and Partners are strictly prohibited from removing any of Munnyfinds' s copyright notices from the Photos.

4.3. The Partner hereby acknowledges and agrees that the Photos are used under a non-exclusive and non-assignable license that will automatically cease if the Partner leaves the Munnyfinds

platform. With the exception of the rights under that license, the Partner will not have any Intellectual Property Rights in the Photos. All Intellectual Property Rights in the Photos will be owned by Munnyfinds. For the avoidance of doubt, Munnyfinds may utilize the Photos in any of its own advertising and marketing campaigns, on the Website, App, Distribution Channels & its own social media channels and for any other purpose that it deems fit.

4.4. The Partner may not print, distribute, use, publish, exploit, edit, crop, alter or otherwise deal with the Photos except in accordance with clause 4.2 of this Agreement or with the prior written consent of Munnyfinds, to be given at the sole discretion of Munnyfinds and which may be subject to further Fees.

5. Munnyfinds POS - For the avoidance of doubt, this is not a Munnyfinds P2B Service and therefore not subject to the P2B Regulation. (TBD)

This clause 5 shall only apply to Partners who have ordered Munnyfinds POS in the Cooperation Agreement or otherwise.

5.1 One of the Munnyfinds Services offered to Partners is the use of Munnyfinds POS Software and/or Munnyfinds POS Hardware further details of which will be set out in the Cooperation Agreement (or as otherwise agreed separately between the Partner and Munnyfinds) and may differ from those set out in this Agreement. Munnyfinds POS Software and Munnyfinds POS Hardware shall together be referred to as "Munnyfinds POS".

5.2 The Fee for Munnyfinds POS Hardware must be paid by the Partner to Munnyfinds in advance.

5.3 It is the Partner's responsibility to familiarize itself with the functionality of Munnyfinds POS and its suitability for the Partner's business operations. Munnyfinds makes no guarantee as to the operability of Munnyfinds POS Software or Munnyfinds POS Hardware nor their operability together. If the Partner purchases Munnyfinds POS Software without Munnyfinds POS Hardware, Munnyfinds will not be able to provide any support in integrating or setting up Munnyfinds POS Software with any third-party hardware.

5.4 The Partner is responsible for its business and therefore also for any legal obligations concerning its business including but not limited to all tax and social security declarations and payments according to applicable law.

Delivery of Munnyfinds POS Hardware

5.5 The Munnyfinds POS Hardware shall be delivered to the delivery address indicated by the Partner in the Cooperation Agreement or otherwise by email. Munnyfinds shall supply the Munnyfinds POS Hardware within 14 days from receipt of the Fee in full. This period may be extended in the event of circumstances beyond Munnyfinds's control including but not limited to labour disputes, employee illness, issues with supply, or force majeure. (Where Applicable)

5.6 On passing the Munnyfinds POS Hardware to the delivery company, Munnyfinds's obligations to the Partner in respect of delivery are discharged and risk of accidental damage or failed delivery is passed to the Partner at the point of sending. This shall apply irrespective of where the Munnyfinds POS Hardware is delivered from and/or who pays the delivery costs.

Defects with Munnyfinds POS Hardware

5.7 Except as otherwise provided for in this Agreement, the Partner's rights in the event of defects to the Munnyfinds POS Hardware shall be as provided for by statute. Munnyfinds accepts no liability for public statements of the manufacturer or other third parties (e.g. advertising claims).

5.8 The Partner shall only be able to make defect claims if it has fulfilled its statutory duties of inspection and notification and has reviewed and followed Munnyfinds's troubleshooting guide for the Munnyfinds POS Hardware in detail. If a fault appears upon inspection or later, it must be notified promptly to Munnyfinds in writing and no later than two weeks from discovering the defect. Notwithstanding the aforesaid duty of inspection and notification, the Partner shall notify obvious defects within two weeks from delivery. Munnyfinds shall not be liable if the Partner fails to make proper inspection and/or give proper notification of the defect. Munnyfinds will provide a parcel label for shipping the Munnyfinds POS Hardware to Munnyfinds for examination.

5.9 The Partner shall have the option of renting temporary Munnyfinds POS Hardware ("Loan Hardware") in the interim whilst the Munnyfinds POS Hardware is inspected which will be sent within three working days after notification of the defect, subject always to availability of Loan Hardware. Munnyfinds shall charge an exchange Fee (excluding VAT) to the Partner for the Loan Hardware. Munnyfinds shall refund the exchange Fee to the Partner in full if a defect exists in the Munnyfinds POS Hardware for which Munnyfinds is liable. Exchange Fees shall not be refunded in any other case. In return, the Partner shall be obliged to send the Loan Hardware back to Munnyfinds immediately after Munnyfinds has eliminated all defects or confirmed no defects for which Munnyfinds is liable exist.

5.10 If defects are found in Munnyfinds POS Hardware for which Munnyfinds is liable, Munnyfinds may either, always at its sole discretion, rectify the fault in the existing Munnyfinds POS Hardware or provide replacement Munnyfinds POS Hardware. Remediation shall not encompass either de-installation of the faulty item nor reinstallation if Munnyfinds was not originally obligated to install it. Munnyfinds shall always be granted reasonable time and opportunity to remedy defects.

5.11 If a defect does exist, any expenses for testing or remediation, in particular transport, travel, labour and materials costs (but not de-installation and installation costs) shall be borne by Munnyfinds. Otherwise, Munnyfinds may demand reimbursement of the costs (in particular testing and transport costs and costs of any exchanged device) from the Partner, unless the absence of a fault was not recognizable for the Partner. Even if a defect exists, the Partner shall only have a claim to compensation and/or the reimbursement of fruitless expenditure in accordance with clause 13 of this Agreement, all other such claims shall be excluded.

5.12 No defect may be claimed where there is only an insignificant deviation from the agreed quality, where usability is affected only insignificantly, in cases of natural wear and tear or for damage arising after the transfer of risk due to incorrect or negligent handling, overuse, or due to particular outside influences that were not provided for under the contract. If improper maintenance work or changes are made by the Partner or a third party, no defect may be claimed in respect of said work or changes or the consequences thereof.

5.13 If remediation fails, the Partner may, without prejudice to any claims for compensation, withdraw from the Cooperation Agreement or choose to stop receiving the Munnyfinds POS Hardware and paying the associated Fee. Remediation shall be deemed to have failed if two replacement deliveries have also been faulty or if rectification or repair has twice been performed without success.

5.14 Claims for defects shall expire 12 months after delivery of the Munnyfinds POS Hardware to the Partner's delivery address. The foregoing provision shall not apply insofar as a mandatory longer period is prescribed by law.

Back-up of Munnyfinds POS Data

5.15 When using Munnyfinds POS, the Partner shall be responsible for the regular (e.g. daily) back-up of data. Despite regular data back-up, Munnyfinds cannot guarantee the complete back-up of all data entered into Munnyfinds POS. Munnyfinds shall in particular not be liable for losses that arise because the Partner has failed to back up its data. The Partner shall therefore be responsible for taking steps to prevent the potential temporary failure of Munnyfinds POS. Munnyfinds cannot guarantee the uninterrupted availability of Munnyfinds POS. Munnyfinds shall not be liable for losses, in particular loss of profit, that arise because the Partner has failed to take effective steps to ensure that operation of the business continues in the event of a temporary failure of Munnyfinds POS.

5.16 Clause 5 is TO BE DECIDED.

6. Partner Obligations

6.1. In consideration of receiving the Munnyfinds Services, the Partner agrees to pay all applicable Charges to Munnyfinds and to accept all Bookings and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement generally, and particularly in this clause 6. A breach of this clause 6.1 will be a Material Breach of this Agreement.

6.2. The Partner must accept all Bookings and may only decline to accept the same in exceptional circumstances, otherwise the Partner shall be considered to be in Material Breach of this Agreement and may forfeit any payments due to it in connection with this Agreement.

6.3. In respect of Prepaid Widget Bookings and Munnyfinds Bookings, the Partner is obliged to comply with the cancellation and rescheduling policy set out in clause 5 of the Booking Terms and Conditions. These can be viewed in full at www.Munnyfinds.com/booking-terms-and-conditions/. In summary:

- Munnyfinds and/or the Partner will offer a refund in respect of Munnyfinds Bookings and Prepaid Widget Bookings which are cancelled (or unable to be rescheduled) provided the relevant appointment is not due to take place in the next 24 hours.
- If a Customer wishes to change the date and/or time of a Prepaid Widget Booking or Munnyfinds Booking, provided the Customer requests to reschedule the appointment at least 1 hour prior to the time of the appointment, either via the Website or App, or by contacting the Partner or Munnyfinds, the Partner must endeavor to offer the Customer a suitable alternative booking time and/or date. In the event that a Partner is unable or unwilling to fulfil a Munnyfinds Booking or Prepaid Widget Booking pursuant to a Customer requesting such a change in accordance with this clause 6.3, the Customer may choose to proceed with the Booking or may cancel in accordance with clause 6.3(b), meaning that:

- I. provided it is **at least** 24 hours before the appointment is due to take place, Munnyfinds will treat the Munnyfinds Booking or Prepaid Widget Booking as cancelled by the Customer and will refund the Customer the full amount; or
 - II. if it is **less than** 24 hours before the appointment is due to take place, Munnyfinds will treat the Munnyfinds Booking or Prepaid Widget Booking as cancelled by the Customer and no refund will be due.
- If a Partner wishes to change the date and/or time of a Munnyfinds Booking or Prepaid Widget Booking, in the event that the Customer is unable or unwilling to agree to such change, Munnyfinds will treat the Munnyfinds Booking or Prepaid Widget Booking as cancelled by the Partner and will refund the Customer the full amount. However, if Munnyfinds deems it reasonable to do so in the circumstances, and at Munnyfinds's sole discretion, Munnyfinds may still require the Partner to pay the applicable amount /Fee that would have been due from the Partner in respect of that Munnyfinds Booking or Prepaid Widget Booking.

6.4 In respect of PAV Widget Bookings, Munnyfinds is solely a technology provider and does not act as commercial booking agent. Customers and Partners are able to cancel PAV Widget Bookings up until the time of the appointment and no contract is created between the Customer and the Partner until the appointment takes place. The Partner is responsible for providing the Partner Services to the Customer and handling any cancellations or rescheduling directly with the Customer. Munnyfinds has no further involvement in the PAV Widget Booking process and solely provides the technology to facilitate PAV Widget Bookings to be made. The Partner can select in Connect whether Customers will be given the opportunity to opt-in to email marketing from just the Partner or from the Partner and Munnyfinds.

6.5 The Partner is responsible for ensuring that all Partner Content (especially details of and prices for the Partner Services) that it publishes or provides to Munnyfinds to publish on the Page(s) is accurate, correct and not misleading. This includes only displaying prices as at a discount when those Partner Services have genuinely been available at a higher price previously and are only available at the discount price for a short period of time. Any breach of this clause 6.5 is a Material Breach of this Agreement.

6.6 The Partner procures that:

- when uploading Partner Content which consists of photographs of an employee or contractor's own work ("Stylist Portfolio Photos"), the Partner's employees and contractors only upload Stylist Portfolio Photos in which they have the full copyright and/or permission to display the Stylist Portfolio Photos on any and all platforms, for any purpose, including, but not limited to, marketing, advertising, commercial and/or editorial purposes throughout the world and for an indefinite period of time, including but not limited to on the Partner's own website and social media channels, Partner Site, Widget the Partner's website, Partner Site, Munnyfinds's Website and App, Munnyfinds Look book and on any Distribution Channels;

- Partner's employees and contractors have obtained express written consent from any person or persons featured in the Stylist Portfolio Photos for them to be used in this way; and
- the Stylist Portfolio Photos will not, in any way, contain nudity, obscenity or content which is likely to harass, upset, alarm, offend or which includes any sexually explicit, illegal or promotes violence or hate.

6.7 If at any time Munnyfinds suspects that Stylist Portfolio Photos have been uploaded without the appropriate rights or consent as set out in clause 6.6(a) and (b) above, or, at its sole discretion, Munnyfinds deems the Stylist Portfolio Photos to be inappropriate in any way in view of clause 6.6(c), this shall be a Material Breach of the Agreement and Munnyfinds, without limiting any other remedy it may wish to seek, may remove the Stylist Portfolio Photos at its sole discretion.

6.8 Partner is responsible and agrees to fulfil all statutory information obligations, including but not limited to the obligation to create and maintain and imprint.

6.9 The Partner acknowledges and agrees that its Page(s) on the Website and App should not contain any contact details, direct references or links to the Partner or its website, app, platform, tool or other devices or to websites, apps, platforms, tools or other devices of third parties. The Partner must ensure that its trading identity and address are clearly visible to Customers in respect of all Munnyfinds Services used by them.

6.10 The Partner must at all times supply the Partner Services on the Website and App at a price which is accurate and conforms with the best available rate offered on the Partner's own website. If a Customer provides proof of a better price available on the Partner's own website for Partner Services booked through the Website, App or Widget, Munnyfinds reserves the right to refund the Customer the difference and to adjust the amount paid to the Partner in connection with those Partner Services accordingly. Different prices on a Partner's website compared to that of the prices on the Website, App, or Widget would create a bad customer experience and is not in line with the Munnyfinds partnership. This could also lead to an unavoidable increase in Charges For the avoidance of doubt, the Partner is permitted to offer lower prices or special offers to closed groups of individuals, both online and offline, e.g. to members of its own loyalty scheme, or directly in the Partner's venue, and also on other alternative online sales platforms. A breach of this clause 6.10 shall be a Material Breach of this Agreement.

6.11 The Partner must ensure that it has obtained the consent of each of its employees and contractors to be advertised on the Website and App to Customers including but not limited to details such as name, expertise, contact details, availability, services offered and photograph.

6.12 The Partner is solely responsible for ensuring that the information on Connect regarding time and date availability is kept completely up to date so that potential Customers are able to view the accurate time and date availability at the time of making a Booking.

6.13 In respect of Munnyfinds Bookings made using the "Pay at Venue" option, For the avoidance of doubt, if a "no show" has not been flagged on Connect by midnight on the date of the appointment, the Munnyfinds Booking will be treated by Munnyfinds as fulfilled and Munnyfinds shall be entitled to receive subscription fee in respect of that Munnyfinds Booking.

6.14 The Partner shall not solicit Munnyfinds Customers or Widget Customers to make Bookings otherwise than through the Website, Distribution Channels or Widget (as applicable). Any solicitation could result in unavoidable increases in the Charges. As part of this Agreement and partnership,

Munnyfinds markets and seeks to bring new Customers to a Partner. If a Partner encourages that Customer to cancel their Booking and rebook directly with the Partner, this means that the Partner has taken advantage of the Munnyfinds Services without paying for them, which is unfair on Munnyfinds both economically and commercially.

6.15 Where a Customer makes a Booking and the Partner encourages that Customer to cancel their Booking and make a separate booking directly with the Partner, the Partner shall be in Material Breach of this Agreement.

6.16 If Munnyfinds has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Charges, for example without limitation, by fraudulently flagging a Fulfilled Booking using the “Pay at Venue” option as a “no show”, this shall be a Material Breach of this Agreement and shall give Munnyfinds the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

6.17 If the Partner is receiving any of the Munnyfinds Services as part of a Free Trial, the Partner must provide Munnyfinds with full payment details prior to the expiration of the Free Trial. Failure to do so will be a Material Breach of this Agreement.

6.18 If Munnyfinds has reasonable grounds to suspect that the Partner has made any direct or indirect attempt to avoid paying Charges which would otherwise become due at the end of the Free Trial, for example and without limitation, by signing up or attempting to sign up for continuous Free Trials by using alternative contact information or names or by any other means, this shall be a Material Breach of this Agreement and shall give Munnyfinds the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

7. Customer Service and Complaints

7.1 The Partner shall use best endeavours to provide top quality Partner Services to all Customers and shall promptly deal with any sales enquiries, matters or issues relating to Bookings or potential Bookings including dealing with Customer complaints.

7.2 The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer’s expectations or for any other legal liability which arises in respect of the Partner Services, save where such liability arises as a result of Munnyfinds’s negligence.

7.3 Munnyfinds shall refer any Customer complaints it receives to the Partner and the Partner shall acknowledge all complaints and shall respond to the relevant Customer within 48 hours of the Partner’s receipt of a complaint (whether the complaint has come directly from the Customer or via Munnyfinds).

7.4 The Partner shall make all efforts to reach a resolution to any complaints within 14 days and must notify Munnyfinds of any correspondence between the Partner and the Customer relating to the complaint and generally keep Munnyfinds apprised of its progress and the status of the complaint.

7.5 The Partner hereby acknowledges and accepts that the Website and App includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with Munnyfinds and with the Partner (particularly in relation to the Partner Services) (“User Generated Content”) and that a selection of reviews from preceding months will also be made available on the Partner Site (if applicable). The Partner should note that this platform may not be opted out from and may from time to time contain negative reviews and/or feedback from Customers, which is

outside Munnyfinds's control. There is an option for the Partner, if they are the subject of any User Generated Content, to reply to reviews about them. However, any content the Partner posts in response to User Generated Content must be polite and professional and non-threatening or confrontational, and it may be subject to review by Munnyfinds (and may be removed or amended in Munnyfinds's sole discretion if Munnyfinds deems it reasonably necessary to do so). For the avoidance of doubt, the Partner shall have no right to any remedy (including without limitation, any right to immediately terminate this Agreement) as a result of any User Generated Content naming or referring to the Partner. However, if the Partner, acting reasonably, feels that any User Generated Content is defamatory of the Partner or any person or in some other way is a violation of any person's legal rights, the Partner may flag and report that User Generated Content to Munnyfinds. In such case, Munnyfinds shall review the same and in its sole discretion take any action it deems necessary or desirable (including, for example, removing or amending the relevant piece of User Generated Content). The Partner must only ever respond to a review via the review platform and must never contact or attempt to contact a customer in response to a review other than on the review platform, even where the Partner knows the identity of the customer who left the review or can determine the customer's identity by some other means. Any breach of this clause 7.5 will be a Material Breach of this Agreement.

8. PARTNER COMPLAINTS

8.1 If the Partner has a complaint about any Munnyfinds P2B Services, it should contact Munnyfinds via Web form the subject line 'Formal Complaint' ("Complaint"), providing as much detail as possible about the Complaint.

8.2 Munnyfinds shall respond to the Partner confirming receipt and will then investigate the matter.

8.3 Upon receiving the Complaint, Munnyfinds's customer experience team, together with the account manager responsible for that Partner, shall work together to investigate the Complaint internally, taking into account the importance and complexity of the issue raised.

8.4 If the Complaint relates to a Partner's account manager, another member of the supply team will help with the investigation in their place.

8.5 Munnyfinds shall respond to the Partner with its findings in response to the Complaint, and, where applicable, with a suggested solution.

8.6 If the Partner or Munnyfinds prefers at any time to refer any disputes to mediation, Munnyfinds is willing to engage (but the Partner and Munnyfinds may agree on a different mediator jointly if they wish).

8.7 Any reports that Munnyfinds publishes in relation to Complaints made pursuant to this clause 8 will be available on the Website.

9 Customer Data

9.1 For the purposes of this clause, "data controller", "data processor", "data subject", "personal data", "process", "processing" and "appropriate technical and organizational measures shall be interpreted in accordance with applicable Data Protection Legislation.

9.2 Munnyfinds and the Partner each acknowledge that, for the purposes of the Data Protection Legislation:

- I. in respect of Partner Customers' personal data, the Partner is the data controller and Munnyfinds is the data;
- II. in respect of Munnyfinds Customers' and Prepaid Widget Customers' personal data, the Partner and Munnyfinds each act as independent data controllers; and
- III. in respect of PAV Widget Customers' personal data, the Partner is data controller and Munnyfinds is data processor, with the exception of personal data of PAV Widget Customers (i.e. name and email address) collected by Munnyfinds and the Partner at checkout via an opt-in for each of their own individual email marketing purposes where they each act as independent controllers.

9.3 Where Munnyfinds and the Partner are independent controllers, each acknowledge and agree that:

- I. save as is required by this clause 8, each party is responsible for its own compliance with Data Protection Legislation, including the GDPR;
- II. the Partner must promptly (and in any event within 24 hours of the Partner or its employees or contractors becoming aware of the matter) notify Munnyfinds of any accidental or intentional damage, alteration, destruction, unauthorized disclosure, loss, misuse or theft of or to the personal data of any Munnyfinds Customer or Widget Customer which the Partner has access to ("Security Incident"). Partner shall provide full cooperation and prompt assistance to Munnyfinds in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Security Incident, and (ii) comply with notification obligations to individuals, clients or regulatory authorities;
- III. Partner must not do, or omit to do, and must ensure that its personnel and other representatives do not do or omit to do, anything that would cause (or may be reasonably expected to cause) Munnyfinds or its Affiliates to be in breach of any provision of any Data Protection Legislation and take all reasonable steps to ensure the reliability of its employees, contractors and agents who may have access to the personal data and ensure that such staff and agents are informed of the confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;
- IV. Partner agrees to implement and maintain appropriate technical and organizational measures in respect of its processing of the personal data sufficient to comply with the Data Protection Legislation and to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damages, theft, alteration or disclosure;
- V. Partner agrees to only process personal data of Munnyfinds Customers and Widget Customers for the purpose of providing the Partner Services to such Customers and, in the case of Munnyfinds Customers and Widget Customers who have expressly agreed by way of opt-in consent to receiving email marketing via the eCRM Service,

for the purposes of email marketing and in all cases only whilst receiving the Munnyfinds Services; and

- VI. should Partner, its affiliates or its suppliers need to transfer the personal data of Munnyfinds Customers and/or Widget Customers to locations outside Nigeria, Partner takes full responsibility (and accepts full liability) for ensuring that such personal data is processed fully in compliance with Data Protection Legislation.

9.4 Where the Partner is data controller and Munnyfinds is data processor, in respect of Partner Customers' personal data and PAV Widget Customers' personal data (except in respect of email marketing of PAV Widget Customers where the Partner and Munnyfinds are independent data controllers), such personal data shall be processed by Munnyfinds in accordance with the obligations of the NDPR, subject to the provisions below and subject to Munnyfinds being able to charge the Partner for providing any assistance not expressly specified as a service requirement of Munnyfinds under this Agreement.

9.5 Munnyfinds reserves the right to process Customer personal data as set out in its Privacy and Cookie Policy currently here (as may be updated from time to time) and the Partner hereby irrevocably and unconditionally agrees and consents to the processing of such personal data by Munnyfinds and further warrants that each Partner Customer has been informed how Munnyfinds will process their personal data. Without limiting Partner's obligations elsewhere in this Agreement, the Partner undertakes promptly to include any information reasonably requested by Munnyfinds in its website privacy policy or other Partner Customer literature to assist each party in compliance with Data Protection Legislation.

9.6 The Partner acknowledges that ownership of all Intellectual Property Rights in Munnyfinds Customer, Widget Customer and Partner Customer personal data in Connect shall vest in Munnyfinds or its Affiliates and Partner irrevocably and unconditionally assigns with full title guarantee all such rights to Munnyfinds. Munnyfinds grants the Partner a non-exclusive license to use such personal data to operate its business subject to Partner's ongoing compliance with the provisions of this Agreement.

9.7 Where the Partner is receiving the eCRM Service, the Partner may send marketing or promotional communications to Munnyfinds Customers and Widget Customers whose details are stored in Connect and who have given their consent via an 'opt-in' box on signing up to receive the Munnyfinds Services or when booking Partner Services via the Widget, to receive marketing or promotional communications from any Partner from whom they book Partner Services and/or specifically from the Partner with which they are booking.

9.8 The Partner warrants, represents and undertakes that it will only process the personal data of Partner Customers in compliance with Data Protection Legislation and in particular that it, its employees, its contractors, its partners, and its suppliers will only send marketing or promotional communications to Partner Customers who have given their consent to receive the same. The Partner's use of the personal data of Partner Customers is undertaken at the Partner's sole risk with the Partner being responsible and liable for ensuring it, its employees', its contractors', its partners' and its suppliers' use fully complies with all applicable Data Protection Legislation.

9.9 In the event that a Customer notifies the Partner or one of its employees or contractors that it does not wish to receive further marketing materials from Munnyfinds and/or its Affiliates, the Partner shall promptly (and in any event no later than 48 (forty-eight) hours from being so informed)

notify Munnyfinds with full details of the same in writing so that Munnyfinds can honor such request.

9.10 In the event that a data subject makes a request to either party to exercise one or more of the rights afforded to data subjects under Data Protection Legislation then to the extent that either party reasonably requires input or assistance from the other party in order to give effect to any of the rights afforded, that other party shall provide all such input or assistance within a reasonable timeframe with each party meeting their own costs in doing so.

9.11 In the event that either party receives a request from a data protection authority for information relating to this Agreement or the relationship between the parties, that party shall promptly notify the other unless prohibited by law.

9.12 Any breach of this clause 8 by the Partner, or its employees, contractors or agents, will be a Material Breach of this Agreement.

9.13 The Partner will indemnify and hold Munnyfinds and its Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Munnyfinds and/or its Affiliates arising out of or in connection with the Partner's breach of this clause 8.

9.14 This clause 8 in its entirety shall survive the termination or expiry of this Agreement.

10. Partner Warranties and Indemnity

10.1 The Partner shall provide Munnyfinds with any Partner Content it reasonably requires to be provided with in order to supply the Munnyfinds Services.

10.2 Partner hereby grants Munnyfinds a non-exclusive, royalty free, irrevocable and worldwide right and license (or sublicense as applicable) to use, reproduce, distribute, sublicense, communicate and make available the Partner Content on the Website, the App, , the Munnyfinds Lookbook, Munnyfinds's social media pages and any and all other Distribution Channels, and for any other purposes which are necessary for Munnyfinds or required by Munnyfinds to exercise its rights and perform its obligations under this Agreement,, and for any other reason, including but not limited to, marketing, advertising, commercial or editorial purposes..

10.3 Munnyfinds may sublicense, make available, disclose and/or offer the Partner Content to Affiliates and third parties ("**Third Party Platforms**"), including but not limited to Google via its services such as Reserve With Google and Google My Business. In no event shall Munnyfinds be liable to the Partner for any acts or omissions on the part of any Third-Party Platforms. The sole remedy available to the Partner in respect of such Third-Party Platforms is to (a) request Munnyfinds (which has the right and not the obligation) to disable and disconnect with such Third Party Platform in respect of the Partner; or (b) terminate this Agreement, in accordance with clause 11. Partner gives Munnyfinds full authority to set-up and manage the Partner Content on Partner's Google My Business account as its authorized representative. If Partner wishes to regain exclusive control of its Google My Business account at any time, Partner should inform Munnyfinds and Munnyfinds will take the necessary steps to disassociate from the account and relinquish permissions to manage and change such account.

10.4 The Partner hereby grants Munnyfinds the right to:

- I. remove, edit, cut-down or otherwise amend Partner Content published on on the Website, App, Widget, Distribution Channels, Partner Site and/or the Munnyfinds Lookbook, for any reason whatsoever, including without limitation where such Partner

Content does not, in Munnyfinds's reasonable opinion, comply with the warranties at clause 9.5 or is otherwise in breach of the terms of this Agreement; and

- II. make use of search engine optimisation services, pay-per-click advertising, and other mechanisms that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in connection with the Partner Services.

10.5 The Partner warrants, represents and undertakes that:

- I. all Partner Content it supplies to Munnyfinds in connection with this Agreement and/or publishes (or provides to Munnyfinds for publication) on the Website, the App, the Widget, the Distribution Channels, the Partner Site and/or the Munnyfinds Lookbook, if applicable) will be accurate in all material respects and shall not infringe any other person's rights (including Intellectual Property Rights) or be defamatory, unlawful, offensive, threatening, or pornographic or otherwise falling below general standards of taste and decency; and
- II. it shall comply with all applicable laws and advertising regulations in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel (but especially in connection with the provision of Partner Services). This includes ensuring that any prices listed as discount are genuine discounts, having been higher previously and only on discount for a short period as advertised.

10.6 Any breach of the warranties in clauses 9.5 will be a Material Breach of this Agreement.

10.7 The Partner hereby agrees to indemnify, keep indemnified and hold harmless Munnyfinds and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), expenses associated therewith (including the payment of reasonable legal charges and disbursements) and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other reasonable professional costs and expenses arising out of or in connection with any breach by the Partner of any term of this Agreement or arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failures to act), of the Partner or any person (other than Munnyfinds) acting on its behalf, including, without limitation any action brought in connection with any Data Protection Legislation, Partner Content or a Customer visit to the Partner's venue.

10.8 The Partner acknowledges that Munnyfinds enters into this Agreement for its own benefit but also as an agent for the benefit and on behalf of each of its officers, directors and employees (each an "Indemnified Third Party" and, collectively, the "Indemnified Third Parties") and that the rights in respect of indemnification set out in clause 9.7 shall be rights and benefits of each such Indemnified Third Party (as if, in each case, a party to this Agreement in its own right). Such rights shall be enforceable under this Agreement by Munnyfinds as agent for each such Indemnified Third Party. Notwithstanding the foregoing, the Partner and Munnyfinds may agree in writing to amend any provision of this Agreement without the consent of any of the Indemnified Third Parties, even if that amendment affects or will affect the rights conferred on any Indemnified Third Party hereunder.

This clause 9 shall survive the termination or expiry of this Agreement.

11 Payment Terms - For the avoidance of doubt, this is not a Munnyfinds P2B Service and therefore not subject to the P2B Regulation.

11.1 Payment processing services for Partners are provided by Flutterwave and are subject to the Flutterwave Services Agreement. By agreeing to these Partner Terms of Business and continuing to use the Munnyfinds Services, Partner agrees to be bound by the Flutterwave Services Agreement, as may be modified by Flutterwave from time to time. Under no circumstances can the Flutterwave Services be used in violation of the Flutterwave Services Agreement and any failure to do so by a Partner will be a Material Breach of this Agreement. Subject to agreeing to the Flutterwave Services Agreement and to receiving approval from Flutterwave to become a Flutterwave Connected Account, the following additional terms must be adhered to by the Partner in order for Munnyfinds to enable the Flutterwave Services. A Partner cannot be a Flutterwave Connected Account without complying with these terms:

- I. the Partner agrees to provide Munnyfinds with accurate and complete KYC information about its business and the ownership of its business and to update that information whenever necessary to ensure it is accurate at all times;
- II. the Partner hereby authorizes Munnyfinds to act on its behalf in setting up, creating and managing its Flutterwave Connected Account and any other activity required for the operation of the Flutterwave Connected Account and to receive notices from Flutterwave on its behalf, including but not limited to tax invoices;
- III. the Partner hereby authorizes Munnyfinds to access its Flutterwave Connected Account Data and to share the Flutterwave Connected Account Data with Flutterwave. Flutterwave and Munnyfinds are independently responsible for ensuring that Flutterwave Connected Account Data within their possession or control is protected from unauthorized disclosure; and
- IV. the Partner understands and acknowledges that if Munnyfinds suspects the Partner of any fraudulent, unlawful, deceptive, or abusive activity, it is contractually required to inform Flutterwave promptly of this on becoming aware.

11.2 Munnyfinds will issue an invoice statement to the Partner twice a month (the “**Invoice Statement**”) which will set out, in the account summary at the top of the Invoice Statement (the “**Account Summary**”):

- I. the balance carried over from the previous Invoice Statement, if any;
- II. what Munnyfinds owes the Partner in respect of Fulfilled Bookings in the period since the last Invoice Statement;
- III. what the Partner owes Munnyfinds in respect of Charges since the last Invoice Statement (e.g. Sign-Up Fee/Subscription Fees etc.) (such amounts to be deducted from any amount owed at 10.2(b) above); and
- IV. the resulting account balance (the “Closing Balance”) payable either by Munnyfinds to the Partner or the Partner to Munnyfinds.

11.3 The Invoice Statement will also itemize all categories of Bookings and Charges including:

- I. Fulfilled Bookings where the Customer prepays the total amount payable;
- II. Fulfilled Bookings made using the "Pay at Venue" option;
- III. Prepaid Widget Bookings;
- IV. Charges payable to Munnyfinds by the Partner which are not directly tied to a collection by Munnyfinds of payment for a specific Booking from a Customer (that is, where the Sign-Up/subscription Fee is due, or where such other Charges or amounts are from time to time payable by the Partner to Munnyfinds); and
- V. Cancellations.

11.4 If the Closing Balance is negative, Munnyfinds will transfer the Closing Balance to the Partner within 3 to 5 Business Days of the date of the Invoice Statement (provided the Partner has provided their bank details to Munnyfinds) and no further action in respect of that Invoice Statement will be required by the Partner. (Where Applicable)

11.5 If the Closing Balance is positive, the Partner authorizes Munnyfinds to send instructions on its behalf to the financial institution associated with its payment details (as entered in Connect), in order to take any payment due to Munnyfinds from the Partner pursuant to the Invoice Statement from the Partner's account. In the event a Munnyfinds initiated payment fails, the Partner will be required to transfer the Closing Balance to Munnyfinds within 14 days of the date of the Invoice Statement to the account details listed in the Invoice Statement by whichever means the Partner chooses out of those made available by Munnyfinds at the relevant time and which may include any and all of bank transfer, credit card, direct debit mandate and/or recurring payment set-up. If the Partner has any concerns regarding the Invoice Statement or its ability to transfer the Closing Balance within the required timeframe, the Partner should contact Munnyfinds as soon as possible.

11.6 If the Closing Balance is zero, the Invoice Statement will state that the Closing Balance is settled and there is nothing further for Munnyfinds or the Partner to do in respect of that Invoice Statement. (Where Applicable)

11.7 In respect of Prepaid Widget Bookings and Munnyfinds Bookings, the following terms and conditions shall apply:

- I. Munnyfinds receives pre-payments from Customers as the Partner's commercial agent and the Customer's debt to the Partner in respect of that shall be discharged when the pre-payment is received by Munnyfinds; (Where Applicable)
- II. unless otherwise agreed in writing between Munnyfinds and the Partner, any onward payment of amounts collected by Munnyfinds and due to the Partner will be strictly subject to the Partner having provided the Partner Services pursuant to a Booking in accordance with this Agreement; (Where Applicable) and
- III. subject to clause 10.7(b) above being satisfied by the Partner, onward payment of any Closing Balance will be payable by Munnyfinds or the Partner, as applicable, in accordance with clause 10.4 or 10.5 above.

11.8 The Partner shall make all payments due to Munnyfinds in accordance with clause 10.5 without any deduction whether by way of set-off, withholding, counterclaim, discount or otherwise. If any sum due from the Partner to Munnyfinds under these terms is not paid on or before the due date for payment, all sums owing by the Partner to Munnyfinds shall become due and payable immediately and without prejudice to any other right or remedy available to Munnyfinds, Munnyfinds shall be entitled to:

- I. suspend or terminate its provision of the Munnyfinds Services and this Agreement, including disabling the Partner's listing on the Website and App, until arrangements as to payment or credit have been established which are satisfactory to Munnyfinds;
- II. charge the Partner the cost of obtaining judgment or payment, to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
- III. where the Partner has multiple venues with Munnyfinds, pays the sums due from Partner to Munnyfinds in relation to those other venues.

11.9 The Partner shall be responsible for any refunds, chargebacks, banking charges or other administrative expenses ("Bank Charges") incurred by Munnyfinds as a result of Partner's failure to notify Munnyfinds in advance of changes in payment details and/or arrangements, including but not limited to:

- I. bank account details;
- II. cancellation of a direct debit mandate;
- III. insufficient funds;
- IV. card expiry

11.10 Munnyfinds reserves the right to deduct any sums payable to Munnyfinds by the Partner and any such Bank Charges, from any balance collected by Munnyfinds on behalf of the Partner, prior to onward payment of any Closing Balance to the Partner.

11.11 All payments due from Munnyfinds to the Partner shall be made via bank transfer using the bank details provided by the Partner to Munnyfinds in Business Partner (and as set out in the Invoice Statement) and it is the Partner's responsibility to ensure that these details are correct. Munnyfinds will only make payments due to the Partner directly to the Partner and cannot make payments to any third party. The Partner shall fully indemnify Munnyfinds and hold Munnyfinds harmless against any losses, damages or claims arising out of the Partner's failure to notify Munnyfinds of a change of bank account details including but not limited to any Bank Charges incurred by Munnyfinds as a result.

11.12 Munnyfinds reserves the right to charge interest on all amounts payable to Munnyfinds from the Partner which are not paid by the relevant due date at the annual rate of 11.5%. Such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which Munnyfinds receives the full outstanding amount together with all accrued interest.

11.13 In the event of a dispute between Munnyfinds and the Partner, any undisputed amount of sign up/Subscription fees will be paid in accordance with this clause 10 to Munnyfinds. The Partner must notify Munnyfinds of its disagreement within 14 days of receipt of the Invoice Statement setting out in detail the reason. If the Partner fails to do so, the Invoice Statement shall be deemed accepted by the Partner. For the avoidance of doubt, this is a separate process from the Partner complaints process as set out in Clause 9, and these terms on Commission payment apply whether or not the Partner raises any Complaint and regardless of the outcome of any Complaint.

11.14 The Partner is responsible for withholding and reporting taxes applicable to reoccurring fee in accordance with all applicable laws and the requests of the relevant tax authorities, including for any interest and penalties imposed for late payment or failure to withhold. If required, the Partner shall be solely responsible for agreeing with the relevant tax authorities on the tax treatment. The Partner shall on the request of Munnyfinds provide copies of tax payment certificates and/or tax exemption certificates. The Partner represents and warrants that it is duly registered with all relevant tax authorities, where applicable. (If Applicable)

11.15 The Partner understands and acknowledges that Munnyfinds is a commercial booking agent and does not provide the Partner Services to the Customer. The contract for the Partner Services is between the Partner and the Munnyfinds Customer and as a result, it is the Partner's responsibility, if the Partner is VAT registered, to charge VAT on the total value of the Booking and to provide a VAT receipt to the Customer, if requested. Munnyfinds Services are subject to the reverse charge rule. VAT has to be accounted for by the recipient.

11.16 In the event of fraudulent or alleged fraudulent activities by the Partner or if Munnyfinds is required by law, court order, governmental instruction, arbitrational decision or by its cancellation policy to make a refund, of all or part of a Booking, Munnyfinds reserves the right to claim repayment from the Partner of any amount required to be repaid by Munnyfinds to the Customer and for any Bank Charges relating thereto.

11.17 Any breach of this clause 10 by the Partner will be a Material Breach of this Agreement.

12 Term of the Agreement

12.1 This Agreement commences on the Effective Date and will remain in force unless terminated in accordance with the below clauses:

Termination for convenience by either party

This clause applies to Munnyfinds Services and Munnyfinds P2B Services

12.2 This Agreement may be terminated either in respect of the Munnyfinds Services, the Munnyfinds P2B Services or both, at any time, in writing on not less than 30 days' written notice by either party to the other pursuant to the terms of this clause 13 or as otherwise permitted by law.

12.3 If the Partner decides to terminate this Agreement, it should give notice either by (a) emailing info@Munnyfinds.com or the Partner's account manager, or (b) selecting that it wishes to terminate the Agreement and stop receiving the Partner Services on partners site.

12.4 If Munnyfinds decides to terminate this Agreement, we will contact you on the email or phone number provided by you in Connect.

Termination for cause by Munnyfinds

This clause applies to Munnyfinds Services and Munnyfinds P2B Services

12.5 Munnyfinds shall be entitled to terminate this Agreement immediately if it has an imperative reason for doing so, including (a) where a Partner is in breach of this Agreement or breaks a law or regulation (including Data Protection Legislation), or does something that infringes the rights of another including issues affecting the safety of a service, fraud or data breaches, (b) where a Partner engages in any illegal or inappropriate behaviour towards a Customer (including where reported by a Customer to the police), Munnyfinds's employees and/or the Partner's own employees or (c) where there has been more than one Customer complaint about a Partner ("Imperative Reason").

Termination for cause by either party

This clause only applies to Munnyfinds Services that are not Munnyfinds P2B Services

12.6 Either party shall be entitled to terminate a Munnyfinds Service that is not a Munnyfinds P2B Service with immediate effect by written notice to the other if:

- I. the other party commits a Material Breach of any of the provisions of this Agreement to the extent that it relates to any Munnyfinds Services save for any Munnyfinds P2B Services (including but not limited to a breach of clauses 6.1 (paying Charges and accepting Bookings) 6.1, 6.2 (only declining Bookings in exceptional circumstances), 6.5 (ensuring accuracy of Partner Content), 6.6 (consent for Stylist Portfolio Photos) , 6.10 (price parity) , 6.15 (non-solicitation of Customers) , 6.16 (avoiding Charges), 6.17 (payment details after free trial), 6.18 (avoiding Charges at the end of free trial), 8.5 (proper use of reviews platform) 10 (Customer Data), 11.5 (Partner Content consents), and 12 (Payment Terms)) and either that breach is not capable or, in the case of a breach capable of being remedied, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- II. the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement;
- III. an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of that other party;

- IV. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- V. that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- VI. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
- VII. the other party ceases, or threatens to cease, to carry on business.

Freezing Munnyfinds Services

This clause applies to Munnyfinds Services and Munnyfinds P2B Services

12.7 Munnyfinds shall be entitled to temporarily freeze the account of any Partner, so that the Partner will be unable to receive Bookings via Munnyfinds and will not be visible on the Website, App, Widget or any Distribution Channels including in search results, if the Partner commits, or is suspected of committing, a Material Breach of any of the provisions of this Agreement (including but not limited to a breach of 6.1 (paying Charges and accepting Bookings) 6.1, 6.2 (only declining Bookings in exceptional circumstances), 6.5 (ensuring accuracy of Partner Content), 6.6 (consent for Stylist Portfolio Photos) , 6.10 (price parity) , 6.15 (non-solicitation of Customers) , 6.16 (avoiding Charges), 6.17 (payment details after free trial), 6.18 (avoiding Charges at the end of free trial), 8.5 (proper use of reviews platform) 10 (Customer Data), 11.5 (Partner Content consents), and 12 (Payment Terms)) or if Munnyfinds is investigating a possible Imperative Reason for termination.

12.8 If, following investigation, Munnyfinds reasonably believes that a Material Breach has been committed, or that it has an Imperative Reason for termination, Munnyfinds shall be entitled to terminate this Agreement pursuant to either clause 1.4 or 1.6 above.

12.9 In addition to the above and for the avoidance of doubt, clauses 11.3 and 12.8(a) also detail times where the Partner or Munnyfinds may terminate this Agreement.

12.10 Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

12.11 Upon termination of this Agreement, the Partner shall no longer have access to Munnyfinds. The Partner should download any data or information stored in Munnyfinds in advance of termination. If the Partner was not able to do so and would like to access any of their data from Munnyfind, they should reach out to their account manager, who will arrange for this to be encrypted and sent to the Partner via email to the extent legally and practically possible.

13 Confidentiality

13.1 Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their

marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which is proprietary and confidential to the other party (“Confidential Information”).

13.2 Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorized access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the owner of the Confidential Information, directly or indirectly, use, disclose, exploit, copy or modify any Confidential Information, or authorize or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.

13.3 The terms of and obligations imposed by this clause 12 shall not apply to any Confidential Information which:

- I. at the time of receipt by the recipient is in the public domain;
- II. subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- III. is lawfully received by the recipient from a third party on an unrestricted basis; or
- IV. is already known to the recipient before receipt hereunder.

13.4 The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or order of a competent authority.

13.5 This clause 12 shall survive the termination or expiry of this Agreement.

14 Liability

14.1 Subject to clause 13.2, Munnyfinds’s maximum aggregate liability under or in connection with this Agreement, or any related contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Charges due and payable to Munnyfinds hereunder on the date of the event giving rise to the relevant claim. Further, Munnyfinds shall not be liable for any loss of income or profits, loss of contracts, goodwill, or other intangible losses or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (even if Munnyfinds has been advised by the Partner of the possibility of such loss or damage).

14.2 Nothing in this Agreement shall exclude or in any way limit Munnyfinds’s liability for fraud or for death or personal injury caused by its negligence or for its willful default or any other liability to the extent the same may not be excluded or limited as a matter of law.

14.3 This clause 13 in its entirety shall survive the termination or expiry of this Agreement.

15 RANKING

15.1 There are parameters which determine the ranking of listings made available to Customers via the App and/or Website. The order in which a Partner’s listing is shown in the search results, when a Customer searches for Partner Services on the App and/or Website depends on a number of parameters, the main ones of which are:

- I. how new the listing is (newer listings are ranked higher);

- II. how many reviews it has received (fewer reviews may mean lower ranking), the recency of these reviews (more recent reviews may mean higher ranking) and how highly the reviews rate the Partner (negative reviews may result in lower ranking);
- III. the search parameters included by the Customer and the Partner's availability and ability to fulfil the criteria searched for (e.g. time and date of appointment or location; where a Partner does not have a lot of availability at times requested by the Customer, that Partner will not be seen as high in the search results order as in other searches);
- IV. the reliability of a Partner based on the number of Partner led cancellations or reschedules of Bookings or lack of responsiveness to Customer order confirmations (each of which will lead to a lower ranking); and
- V. the Customer's location if the Customer has enabled location sharing with Munnyfinds via the App or their browser (Partners who are closer to the Customer's location will have their listings ranked higher in the search results).

These parameters are used because they give Customers a fair indication of other Customers' experiences and the Partner Services which are available and convenient to them, and allow a Customer to see both new listings, the most recommended listings (based on Customer reviews) and any Partner who has the most appropriate availability and reliability.

15.2 Customers can also alter the search results and ranking by sorting a search by 'Recommended', 'Highest Rated', 'Price' or 'Discount':

- I. Where a Customer searches by 'Recommended', the order that a Partner will be shown will be based on a combination of the availability of a Partner at times requested by the Customer, the location and their reviews;
- II. Where a Customer searches by 'Highest Rated' the order that a Partner will be shown will be based on the number of reviews that they have received, the recency of those reviews and how high those reviews are.
If a Customer does not sort the search results by the categories listed in this clause 16.2, ranking will be based on the parameters listed in clause 16.1.

15.3 Partners may access Customer ratings and reviews of their Partner Services by visiting the Website or App, but Partners have no rights in or to such reviews and are not entitled to copies of such reviews upon any termination of the Partner's account and/or Munnyfinds Services.

15.4 Munnyfinds does not receive any direct or indirect remuneration or equivalent from any Partner in order to boost its rankings in search results.

16 Miscellaneous

16.1 All rights to the Website, App, Partner Sites and the content on it including, without limitation, Customer reviews, save for Partner Content, and all other Intellectual Property Rights belonging to or licensed to Munnyfinds, remain vested in Munnyfinds at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of

the goodwill associated therewith. In order to streamline the Website and the content on it (including the Partner Content), Munnyfinds may, at its absolute discretion and from time to time, amend the format, content and style of venue page descriptions, photos and menus.

16.2 In the event of a change of control or senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform Munnyfinds of the relevant new personnel's contact details.

16.3 Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three Business Days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

16.4 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.

16.5 The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint ventures or co-owners.

16.6 Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of this Agreement without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).

16.7 Subject only to the provisions of clause 9.7 and 9.8, a person who is not a party to this Agreement has no right to enforce any term of this Agreement.

16.8 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

16.9 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

16.10 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

16.11 This Agreement shall be governed and interpreted in accordance with the laws of Nigeria, excluding all international private law legislation. The parties submit to the exclusive jurisdiction of the Nigeria Speaking Courts to settle any dispute arising out of or in connection with this Agreement.

Munnyfinds