

GENERAL TERMS AND CONDITIONS OF THE PLATFORM OPERATOR FOR CUSTOMERS

1. Introductory provisions

1. These general terms and conditions are issued by the Operator – a commercial company:

In The City FZ-LLC

a company established under UAE law

Registered office: B01G39D, New Service Block - Al Hulaila FZ, B01G39D, Al Hulaila Industrial Free Zone, RAK, United Arab Emirates

License number: 47022221

Bank details: MASHREQBANK PSC., BIC/SWIFT: BOMLAEADXXX, Currency: USD

IBAN: AE38 0330 0000 1910 1744 162

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Email: inthecity@inthecity.app

(hereinafter referred to as the "**Operator**").

2. The Operator offers the possibility of selling products or providing various services to Suppliers who are legal entities and/or natural persons, entrepreneurs, on the basis of a special contract for access to the Platform (hereinafter also referred to as the "**Contract**") concluded between the Operator and this Supplier, or in the case of relationships relating to advertising services, also natural persons who are not entrepreneurs, or legal entities that do not act within the scope of their business activities, on the basis of a contract concluded between the Operator and this Supplier (hereinafter all suppliers also referred to as the "**Supplier**") on the basis of a special registration of the Supplier and a separately concluded Contract.
3. The Customer is a natural or legal person registered in the Operator's electronic database who, after their own authorization, uses the Platform defined in point 4 of this article of the GTC for the purpose of placing an electronic order for Goods and Services through the Platform (hereinafter referred to as the "**Customer**"). Within the framework of individual relationships, the Customer may also be a person who does not place any orders for Goods or Services via the Platform, but who is targeted, for example, by marketing activities on the Platform.
4. The General Terms and Conditions (hereinafter referred to as the "**GTC**") are issued by the Operator and govern the use and behavior of portal users and Customers available on the website www.inthecity.app (hereinafter also referred to as the "**Platform**" or "**Portal**") or in the "In the city" application available on the App Store and Google Play, through which the Operator enables Customers to order goods or various services offered by the Operator's contractual partners – Suppliers. If the provisions of these GTC allow, the Operator may act as an intermediary in the contractual relationship between the Supplier and the Customer, or as a payment agent.
5. The Operator is entitled to unilaterally amend or supplement the provisions of these GTC at any time, for example with a view to improving the quality of the services provided or, if necessary, due to, but not limited to, changes in the relevant legislation. The Operator is obliged to inform the Customer of any change to these GTC by publishing the new version of the GTC on the Platform and by sending an information notice by e-mail, whereby this change will take effect on the 30th day upon delivery of the notification pursuant to this sentence to the Customer. The Customer is obliged to familiarize themselves with the proposed changes in their own interest. If the Customer

does not agree with the change to the GTC, the Customer is entitled to terminate their registration on the Platform at any time.

6. The subject of offering Goods or providing Services on the Platform is, in particular:
 - The provision of advertising and marketing promotion of the Supplier's Goods and Services on the Platform aimed at an indefinite group of Customers, based on the marketing relationship between the Operator as the provider of marketing services and the Supplier as the recipient of marketing services.
 - Provision of online marketplace services on the Platform, through which the Operator offers Suppliers the opportunity to list Goods and Services on the online marketplace and sell them to Customers. The conclusion of a specific contract (the subject of which is the sale of Goods or the provision of Services) is concluded exclusively between the Supplier and the Customer under the framework conditions set out in these GTC, but the contractual relationship between the Supplier and the Customer is in any case governed by the provisions of the Supplier's general terms and conditions, which are available on this Platform and which the Supplier is obliged to issue;
 - Provision of mediation in the field of accommodation services;
 - Provision of advertising services in the field of the real estate market;
 - Provision of advertising services in the field of promotion of various events in individual cities;
 - Provision of any advertising services;
 - Provision of advertising services in the field of profession and employment.
7. (The goods or services mentioned in the text of these GTC, in addition to their specific designation in the relevant section of the GTC, are also referred to as "**Goods**," "**Services**," or collectively as "**Goods and/or Services**" according to the relevant grammatical and semantic form).
8. The relevant Supplier is responsible for the offer itself and for the performance of the contract. The Operator bears no legal responsibility for the offer and at the same time does not guarantee the Customer any performance of the contract concluded with the Supplier if such a contract is concluded through the Platform.
9. Information about the parameters and preferences according to which the Platform displays individual offers of Goods and Services is available on the following website – www.inthecity.app

2. Terms and Conditions of Use of the Platform by the Customer

1. The Customer is entitled to use the Platform free of charge and to conclude various contracts with Suppliers through it (the subject of which may be the Customer's obligation to pay the Supplier remuneration for the delivery of Goods or the provision of Services).
2. The Customer is entitled to use the Platform as a registered user or without registration. The use of certain services on the online marketplace may be subject to registration.

3. Any natural person or legal entity has the right to register. The customer is obliged to provide accurate and truthful information in the registration form. A natural person interested in registration must be over 18 years of age, which they confirm during registration. The operator is not responsible for false statements made by a person about their age during the registration process.
4. The customer is required to provide the following information during the registration process:
 - First and last name, email address, telephone number, in the case of a natural person;
 - Business name, registered office, identification number, email address, telephone number, in the case of a legal entity.
5. During the registration process, the Subscriber is required to confirm the accuracy and completeness of the information provided. The Operator is entitled to verify the accuracy and completeness of the information at any time in any manner permitted by law, and in the event of any discrepancies, the Operator is entitled to cancel the Subscriber's account.
6. The Customer is responsible for protecting their login details, and in the event of their theft, the Operator is not liable for any damage incurred by the Customer. The Operator undertakes to secure this data on their side to the greatest extent possible.
7. The Customer is entitled to register free of charge, but acknowledges that the purchase of individual Goods or the ordering of Services within the Platform is subject to the relevant prices listed on the Platform.
8. The Operator is entitled to refuse the Customer's registration or cancel an existing account if it has reasonable suspicion that the account has been misused, is being used under a false identity, or that the same person has multiple accounts.
9. The Customer is entitled to cancel their registration at any time during the use of the Platform by selecting the appropriate option in the Platform account settings.
10. The Customer acknowledges that the Operator provides the service specified in Article 1(6) of these GTC on the Platform, i.e. the Operator allows Suppliers to offer their Goods and Services to Customers, provided that such offers do not contravene legal regulations or these GTC.
11. The Customer acknowledges that the relevant purchase contract for goods ordered through the Platform is always concluded with the Supplier whose details are listed in the Platform's user interface (i.e. not with the Operator).
12. Individual actions related to the registration of the Customer, the creation of an order, or its payment may be performed on the basis of automated systems implemented by the Operator. Regardless of any circumstances, the Supplier is always responsible for the execution of the order itself (notification of its delivery, acceptance, as well as all obligations related to the electronically concluded contract).

3. Subject matter of the contract – individual contractual relationships

1. Within the relevant section "Advertising" on the Platform, the Operator provides the Supplier with advertising and marketing promotion services for the benefit of the Supplier's goods and services directed at an indefinite group of Customers, based on the marketing relationship between the

Operator as a provider of marketing services and the Supplier as a recipient of marketing services. When viewing advertisements and offers from Suppliers, individual Recipients are entitled to click on any advertisement and, by selecting the appropriate option, be redirected to the Supplier's website.

2. Within the relevant section "Online Marketplace" on the Platform, the Operator provides the Supplier with an online marketplace service through which the Customer is entitled to conclude a relevant contract for the delivery of Goods or the provision of Services with the Supplier directly within the Platform. In such a case, the Operator is an intermediary in the relationship between the Supplier and the Customer. If the Customer is interested, they are entitled to order the Supplier's Goods or Services in accordance with the general terms and conditions issued by the Supplier, which are posted on the Platform. The Customer is obliged to pay the price stated on the Platform for the Goods and Services, which is paid to the Operator's account, who will transfer the received funds to the Supplier's account in accordance with the agreement with the Supplier.
3. Within the relevant section "Accommodation" on the Platform, the Operator provides the Supplier and the Customer with the possibility to order short-term accommodation, through which the Customer is entitled to conclude a relevant accommodation contract with the Supplier, either directly within the Platform or separately on the basis of a contract with the Supplier. In such a case, the Operator acts as an intermediary in the relationship between the Supplier and the Customer. If the user interface allows it, the Customer is entitled to pay for the accommodation directly on the Platform. In such a case, the Operator acts as a payment point for the Customer.
4. Within the relevant section "Real Estate Advertising" on the Platform, the Operator provides the Supplier with advertising and marketing promotion services, i.e., the publication of advertisements relating to the sale, purchase, rental of real estate, or similar activities to an indefinite group of Customers, based on the marketing relationship between the Operator as the provider of marketing services and the Supplier as the recipient of marketing services.
5. Within the relevant section "Events in the City" on the Platform, the Operator provides the Supplier with advertising and marketing promotion services, i.e. the publication of advertisements relating to events such as various concerts, performances, events, etc., to an indefinite group of Customers, based on the marketing relationship between the Operator as the provider of marketing services and the Supplier as the recipient of marketing services.
6. Within the relevant section "Advertising" on the Platform, the Operator provides the Supplier, who is not an entrepreneur, with advertising and marketing promotion services, i.e. the publication of advertisements relating to the sale of Goods or the provision of services to an indefinite group of Customers, based on the marketing relationship between the Operator as the provider of marketing services and the Supplier as the recipient of marketing services. When viewing the advertisements of individual Suppliers, each Customer is entitled to click on any advertisement and contact the Supplier by selecting the appropriate option. Due to the fact that the Supplier, within the relationship with the Customer arising from this contract, does not meet the definition of an entrepreneur (or trader), and the Customer is not a consumer, the Operator informs the Customer that the Customer does not have the right to withdraw from the contract concluded with the Supplier without giving a reason.
7. Within the relevant section "Job Advertisements" on the Platform, the Operator provides the Supplier with advertising and marketing promotion services, i.e. the publication of advertisements relating to job offers to an indefinite group of Customers, based on the marketing relationship between the Operator as a provider of marketing services and the Supplier as recipients of marketing

services. The Platform allows Recipients to browse available offers and, if interested, contact their providers via the designated functionality of the Platform, whereby the Recipient uploads and sends their CV to the Supplier as part of this contact. Within this functionality of the Platform, if the Customer is interested in making themselves known to Suppliers as employers, they are also entitled to upload their CV and publish it for viewing by Suppliers, who can then contact the Customer via the designated functionality in the Platform user interface for the purpose of entering into an employment relationship.

4. Payment of the price of Goods or Services to the Operator as the payment point.

1. The Operator informs the Customer that the individual price of Goods and Services is always stated in the relevant section of the Platform.
2. If interested in purchasing Goods and Services on the Platform, the Customer is obliged to pay the price in advance using the payment method of their choice, which they select and indicate on the Platform, in particular by cashless payment to the Operator's account in the Stripe, Inc. payment gateway, which is part of the Platform, using a payment card (Visa, Visa Electron, Maestro, Mastercard), or via Google Pay, Apple Pay, etc.
3. Before using the payment gateway system specified in the previous point, the Customer is obliged to familiarize themselves with the relevant terms and conditions governing its use. The payment gateway is operated by Stripe, Inc., and therefore the Operator is not liable for any damage caused to the Customer when using this payment gateway.
4. After pairing the payment, the Operator shall issue the Customer with a confirmation of receipt of the price for the Goods and Services, i.e. of payment for the Customer's order.
5. Any further activities relating to the contractual relationship with the Customer are the responsibility of the Supplier.
6. Based on a contract with the Supplier, the Operator shall transfer the funds received from the Customer to the Supplier.

5. Personal data protection

1. The following personal data protection conditions shall apply to the protection and processing of the Customer's personal data by the Operator (link to the Personal Data Protection Conditions page - <https://www.inthecity.app/ochrana-sukromia.pdf>).

6. Final provisions

1. The Operator is entitled to store and archive mutual documentation and the contract in electronic form together with the relevant General Terms and Conditions for a period of 5 years. The archived contract is not available to the Customer. The contract and these GTC are drawn up in English.
2. For the delivery of electronic messages addressed to the Subscriber, if the Operator does not receive an error message indicating that the message (e-mail or SMS message) cannot be delivered to the provided e-mail address or telephone number of the Subscriber, this message (e-mail or SMS message) shall be deemed delivered on the day following its dispatch. For the delivery of electronic

messages addressed to the Operator (e-mail), the electronic document shall be deemed undelivered until its receipt is confirmed by the Operator. For the delivery of electronic messages addressed to the Operator (e-mail), the electronic document shall be considered undelivered until its receipt is confirmed to the Subscriber by a return e-mail message. A shipment is also considered delivered if the addressee refuses to accept it or if the addressee fails to accept it through their own fault or negligence. In such a case, it shall be deemed delivered upon expiry of the storage period at the post office as determined by the sender and upon return of the shipment to the sender, which the sender must prove with undamaged evidence. It is the exclusive right of the Operator to decide in what form and in which cases it will communicate with the Customer in this form (SMS, e-mail, or other suitable means).

3. If any provision of the GTC and/or the contract is proven to be invalid or ineffective, such invalidity or ineffectiveness shall not result in the invalidity or ineffectiveness of other provisions of the contract/GTC. In such a case, the parties undertake to immediately replace such invalid or ineffective provision with a new one so that the purpose pursued by the relevant invalid or ineffective provision at the time of its adoption or conclusion of this contract is preserved.
4. The governing law for the legal relationship between the contracting parties governed by these GTC is the law of the United Arab Emirates. The courts of the United Arab Emirates shall have jurisdiction to decide any disputes arising from these GTC.
5. The GTC are valid and binding from the date of their publication on the Platform.

The GTC in this wording are published and valid from on January 1, 2026.