

## Terms and Conditions of Use of the Application

### 1. INTRODUCTION

1. Lkapp is a mobile application that enables its Users to identify the stores where the User can purchase products at a discount. The discount is provided as cash-back by the Company. After the purchase, the User can use the Application to scan the receipt, and the Application will recognise the discount. The User is entitled to receive the amount of the discount from the Company at cash-back premises specified in the Application, however only if collected by the User no later than one month as of the particular purchase.
2. Each User of the Application must comply with the terms and conditions provided in the Terms below. By installing the Application, the User unconditionally agrees to be bound by the Terms and agrees to comply with them. The Terms together with the Privacy Documentation constitute the full contractual relationship between the User and the Company.

### 2. DEFINITIONS

For the purposes of these Terms, the capitalised terms below have the following meanings:

**“Agreement”** means the agreement for the provision of Services entered into by the User and the Company. These Terms are also part of the Agreement.

## 移动应用服务条款与条件

### 1. 简介

1. Lkapp 移动应用能够让用户确认有关店铺，并在该店铺购买商品获得折扣。公司以返现的形式提供折扣。购物完成后，用户可用移动应用扫描收据以识别折扣，用户在移动应用中规定的地点获取折扣，且不应迟于购物完成后的一个月。
2. 移动应用用户应遵守本条款与条件。安装移动应用即表示您无条件同意接受本条款的约束，并遵守本条款。本条款及隐私文件将构成用户与公司的全部合同。

### 2. 定义

为本条款之目的，加粗术语表示以下含义。

**“协议”**指公司与用户就提供服务而签署的协议，本条款为协议的一部分。

**“Application”** means the mobile application called Lkapp provided by the Company to offer the Services.

**“Company”** means Velorum Corporation N.V., Heelsumstraat 51, E-Commerce Park Vredenburg, Curacao, company ID no. 127675

**“Contact”** means the Contact as specified in the Application.

**“Discount”** means an amount corresponding to a percentage of the purchase price that is provided to the User as cash-back after submitting the receipt from the respective purchase at particular determined stores. The amount of this Discount is revealed in the Application after the receipt has been scanned.

**“Privacy Documentation”** means the Privacy Notice provided to the User and informing him/her about the use of any personal data that will be supplied by the him/her when using the Application and his/her respective rights connected with this supply.

**“Services”** means the services offered through the Application consisting of the (i) location and display of stores where Users may obtain a Discount on the purchased products; (ii) recognition of the amount of the Discount and (iii) provision of the Discount in cash-back at premises as specified in the Application. The User is entitled to collect the Discount at the specified premises only within one month as of the purchase for which the Discount is claimed. After this one-month period, the amount of the Discount on the User's account expires and the User has no longer right to receive any cash-back.

**“Terms”** means these Terms and Conditions for using the Application, which are part of the Agreement.

**“移动应用”**指公司为提供服务而提供的Lkapp的移动应用。

**“公司”**指 Velorum Corporation N.V., 注册地为 Heelsumstraat 51, E-Commerce Park Vredenburg, Curacao., 注册号为127675.

**“联系方式”**指在移动应用中列明的联系方式。

**“折扣”**指用户就交易上传收据后所得到的对应一定购买价格比例金额, 该金额将以返现的形式在指定地点提供给用户。

**“隐私文件”**指提供给用户的隐私声明, 该文件用于告知用户在使用移动应用时提供的任何个人数据的使用及在此过程中的权利。

**“服务”**指通过移动应用提供的服务, 包括 (1) 地理位置及显示用户购买商品可获得折扣的店铺; (2) 显示折扣金额; 及(3) 在移动应用所显示的地点获取返现折扣。用户有权在购买商品后一个月内在指定地点获取折扣, 若超过该期限, 用户账户内内的折扣失效, 用户无权获取返现。

**“条款”**指使用移动应用服务条款与条件, 为协议的一部分。

“User” means the user of the Application and the Services.

“用户”指使用移动应用及服务的用户。

### 3. USING THE APPLICATION

### 3. 移动应用的使用

1. The User is only entitled to use the Application after registration. Registration is complete when the User provides his/her email address and telephone number and agrees to these Terms. Data entered by the User during registration may not be misleading in any way as to the identity of the User.
  2. The Agreement is concluded the moment registration is complete, simultaneously no later than when the User first uses the Services. The Agreement is concluded for an indefinite period.
  3. The actual versions of the Terms and the Privacy Documentation are available to every User at [www.lkapp.com](http://www.lkapp.com)
  4. The User acknowledges and agrees that:
    1. At the moment of registration he/she consents to these Terms and declares that he/she has duly read and understood them and unconditionally agrees to them;
    2. The Application will be used exclusively in accordance with these Terms, the respective laws that the User shall not do anything which might disrupt or damage operation of the Application, violate the rights of third parties, or which is unethical in any way; and
1. 用户仅在注册后有权使用移动应用。在提供其电子邮箱、电话号码，且同意本条款后用户完成注册。用户在注册过程中所提供的和其身份有关的信息不应有误导性。
  2. 协议在用户完成注册后生效，且不迟于用户第一次使用服务。协议在无限期限内有效。
  3. 本条款及隐私文件的最新版本在[www.lkapp.com](http://www.lkapp.com) 对每位用户提供。
  4. 用户承认并同意：
    1. 在注册时，其同意本条款并声明已认真阅读本条款，同意无条件遵守；
    2. 其将按本条款的规定使用移动应用，用户不得采取任何可能扰乱或损害移动应用运行的行为、不得违反第三方的权利或有任何不道德的行为；及

3. Costs for internet connections are borne by each User according to the rates of their particular provider.

3. 网络连接的费用由用户按网络提供商的费率自行承担。

#### 4. RIGHTS AND OBLIGATIONS OF THE USER

#### 4. 用户的权利和义务

1. The User acknowledges and agrees that:

1. 用户承认并同意：

1. The Application is made available to him/her free of charge solely for his/her personal, non-commercial use;

1. 移动应用为用户个人且非商业目的之使用免费提供；

2. He/she is fully and exclusively responsible for using the Application and any consequences of that use;

2. 因使用移动应用及由此所产生的任何后果，由用户全权负责；

3. He/she will not (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever; or that he/she will not allow any third parties to do so on his/her behalf;

3. 用户不得(1)复制或传播移动应用副本；(2)试图拷贝、复制、变更、修改、反向工程、拆解、反向编译、转让、交换或翻译移动应用；或(3)创制移动应用的衍生作品，或任何类似行为。用户不得允许第三方以用户的名义从事以上行为；

4. The User will not carry out any activities which might endanger or damage the Application;

4. 用户不得从事任何可能损害或破坏移动应用的行为；

5. The User will not log in using registration data which is not his/her own, and will not obtain or collect registration data of other users;

5. 用户不得使用不属于其自身的数据登陆，且不得获取或收集其他用户的注册数据。

2. The User agrees to indemnify the Company for all damage arising as a consequence of the violation of these Terms by the User.

## 5. RIGHTS AND OBLIGATIONS OF THE COMPANY

1. The Company reserves the right to amend or withdraw the Application at any time and for any reason without the need to inform the User about this in advance. The Company is in particular entitled to change the scope of Services provided through the Application or the list of stores where the Discount may be obtained. In such case, the User is not entitled to demand any compensation for damage or other compensation, unless stated otherwise by legal regulations.
2. The Company is under no circumstances responsible for use of the Application by the User and any consequences of that use.
3. The Company does not offer any guarantee relating to the Application. Specifically, without this list being exhaustive, the Company does not guarantee that the Application does not contain any programming or other errors, that it meets all the expectations of every user, that it will not be the subject of any malfunctions or that its use will never be interrupted.

2. 用户同意赔偿公司因用户违反本条款而给公司造成的所有损害。

## 5. 公司的权利和义务

1. 公司保留在任何时候因为任何原因修改或撤销移动应用的权利，且无需事先通知用户。公司有权修改移动应用提供服务的范围或可提供折扣的店铺名单。除非法律另有规定，用户无权就此要求损害赔偿或其他任何赔偿。
2. 用户因使用移动应用及由此产生的任何后果，公司概不负责。
3. 公司不对移动应用提供任何担保，尤其是不保证移动应用中不包含任何程序或其他错误、不保证移动应用满足每一个用户的预期、不保证移动应用不会有任何故障或受到扰乱（且该清单并不穷尽）。

4. If the Company feels that the use of the Application by the User is in violation with the Terms or applicable legal regulations, it may, at its discretion, cancel the registration of the particular User or temporarily block the User's access to the Application.

5. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned directly by the Company or by the Company's licensors.

## 6. AVAILABILITY

1. The Application is available to handheld mobile devices running operating systems specified in the Application. The Company will use reasonable efforts to make the Application available at all times. However, the User acknowledges that the Application is provided via the internet and mobile networks, and so the quality and availability of the Application may be affected by factors outside the Company's reasonable control.

2. The Company does not accept any responsibility for unavailability of the Application, or any other communications system failure which may result in the Application being unavailable.

## 7. SYSTEM REQUIREMENTS

4. 如果公司认为用户使用移动应用违反了该条款或有关法律法规, 公司可自行判断, 注销用户的注册或暂时阻拦用户使用移动应用的权限。

5. 所有商标、版权、数据权利或移动应用中的其他知识产权, 包括其基础软件代码, 均为公司或公司许可人所有。

## 6. 可用性

1. 移动应用在其所标明的运行操作系统的手提电话中可用。公司尽合理努力使移动应用在任何时间可用。但同时, 用户承认移动应用通过网络和移动网络提供的, 因此, 其可用性和质量将受公司合理控制外的因素影响。

2. 对于移动应用的不可用性, 或该不可用性而导致的任何通信系统故障, 公司概不负责。

## 7. 系统要求

1. In order to use the Application, the User is required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications, i.e. software requirements.
2. The version of the Application software may be upgraded from time to time to add support for new functionality and services.

## **8. TERMINATION**

1. The User is entitled to terminate the Agreement at any time by cancelling his/her registration with the Application.
2. The Company is entitled at any time, without the need to give a reason, notice or compensation, suspend the ability to use the Application, or withdraw the option completely, including in particular if the Application is no longer available on the market, if the Terms are not respected, or if use of the Application may be disrupted for the User, or cause damage to the Company or to a third party.

## **9. LIMITATION OF LIABILITY**

1. In no event will the Company be liable for any losses or damage of any kind whatsoever arising out of the use or access to the Application to the extent permitted by local law.
2. The Company is not liable to the User for any damage or alteration to his/her equipment including but not limited to computer equipment, handheld devices or mobile telephones as a result of the installation or use of the Application.

1. 为了使用移动应用，用户应拥有移动电话或手提设备、网络连接及必要的最低规格要求（即软件要求）。
2. 我们将不时更新移动应用版本以增加对新功能和服务的支持。

## **8. 终止**

1. 用户有权随时注销移动应用注册以终止协议。
2. 公司有权随时中止使用移动应用的权利，或完全取消有关选项，包括移动应用不在市场上存在、未遵守本条款、使用移动应用遭到扰乱、或对公司或第三方造成损害，且公司无需给予任何理由、通知及赔偿。

## **9. 责任**

1. 在当地法律允许的最大限度内，公司不对由于使用或访问移动应用引起的任何损失或损害承担责任。
2. 由于用户安装或使用移动应用而对用户设备，包括但不限于电脑、手提设备或移动电话等造成的任何损害或改变，公司不承担任何责任。

## 10. FINAL PROVISIONS

1. The User declares that he/she considers the rights and obligations set forth in these Terms to be fair, comprehensible and fully agrees to them.
2. The User agrees that the Company may unilaterally change these Terms to a reasonable extent. In the event of any changes to the Terms, the Company will notify the User at least 15 days in advance by electronic means. If the User does not respond to the change in Terms and continues to use the Application, it is understood that the User agrees to the change.
3. Communication between the Company and User will be exclusively electronic. The User may contact the Company through the Contact.
4. These Terms are executed in English and Chinese versions. In case of any discrepancies, the English version shall prevail.
5. These Terms are governed by the laws of the country where the User visits the particular store. This does not limit or exclude the applicability of mandatory provisions under other laws that might be applicable in absence of such choice of law. If a dispute arises between the User and the Company relating the Agreement, the courts of the Czech Republic are competent to hear and finally decide such dispute.

These Terms for use of the Application are effective as of 1.6.2019

## 10. 附则

1. 用户声明，其认为本条款中的权利义务公平、完整且完全同意本条款。
2. 用户同意，公司可在合理范围内修改本条款。如果公司对本条款进行任何修改，公司将提前至少十五天通过电子方式通知用户。若用户未反应且继续使用移动应用，则视为用户同意有关修改。
3. 公司与用户的通讯完全以电子方式进行。用户可以通过联系方式与公司沟通。
4. 本条款以中英文书写。若有差异，以英文为准。
5. 本条款受用户访问具体店铺所在地国家法律管辖，但不排除或限制在有关国家的强行性规定的适用若该国家的法律未选择。用户及公司因本协议产生的纠纷，位于捷克共和国的法院有权管辖且裁决有关纠纷。

本条款自【2019年6月1号】生效。

